



**FLORIDA DEPARTMENT OF CHILDREN & FAMILIES
Central Region**

**INVITATION TO BID (ITB)
ITB # C18-09-EC-001**

SERVICE OF PROCESS

Mail or Deliver Bids To:
Eric Cadourat
Department of Children and Families
Hurston South Tower
Contract Management Unit - Suite S1118
400 W. Robinson Street
Orlando, Florida 32801-1782

INVITATION TO BID SERVICE OF PROCESS

Table of Contents

SECTION A; INTRODUCTION

1.	Statement of Need	5
2.	Statement of Purpose	5
3.	Term of Agreement	5
4.	Definitions	5

SECTION B: INVITATION TO BID PROCESS

1.	Contact Person	7
2.	Posting	7
3.	Vendor Disqualification	8
4.	Limitations on Contacting Departmental Personnel	8
5.	Schedule of Events and Deadlines	8
6.	Solicitation Conference	9
7.	Inquiries	9
8.	Withdrawal of Bids	10
9.	Acceptance/Rejection of Bids	10
10.	Notice of Intent to Award a Contract	10
11.	Sureties- Bid Guarantee	10
12.	Sureties - Performance Bond	11
13.	Protests and Disputes	11

SECTION C: MINIMUM PROGRAMMATIC REQUIREMENTS

1.	General Statement	11
2.	Programmatic Authority	11
3.	Scope of Service	12
4.	Major Program Goals	12
5.	Client General Description	12
6.	Client Eligibility	12
7.	Client Determination	12
8.	Client Contract Limits	12
9.	Tasks List	12
10.	Tasks Limits	14
11.	Staffing Levels	15
12.	Professional Qualifications	15
13.	Staffing Changes	15
14.	Subcontractors	15
15.	Service Delivery Location	16
16.	Service Times	16
17.	Changes in Location	16
18.	Equipment	16

19.	Service Unit	16
20.	Records and Documentation	16
21.	Reports	17
22.	Performance Measures	18
23.	Description of Performance Measurement Terms	18
24.	Performance Evaluation Methodology	18
25.	Vendor Unique Activities	19
26.	Coordination with Other Providers/Entities	19
27.	Department Obligations	19
28.	Department Determinations	20
29.	Monitoring Requirements	20

SECTION D: FINANCIAL SPECIFICATIONS

1.	Contract Renewals	20
2.	Funding Source	20
3.	Invoicing and Payment of Invoices	20
4.	Cost Bid	21
5.	MyFloridaMarketPlace Transaction Fee	21

SECTION E: INSTRUCTIONS TO PROSPECTIVE VENDORS

1.	Mandatory Criteria	21
2.	Vendor Registration in MyFloridaMarketPlace	22
3.	General Instructions to Respondents, Form PUR 1001	22
4.	Title Page	22
5.	Required Vendor's Statements or Certifications	22
6.	Trade Secrets	23
7.	Cost of Preparation of Bid	23
8.	Number of Copies Required	23
9.	How to Submit a Bid	23
10.	Other Required Information	24
11.	Department Reservations	25

SECTION F: BID RATING AND BID TABULATION SHEET

1.	Description of Bid Rating Criteria	25
2.	Identical or Tie Responses	25
3.	ITB Tabulation Methodology	25

SECTION G: CONTRACT PROVISIONS

1.	Standard Contract	26
2.	Attachment I	26
3.	General Contract Conditions, PUR 1000	26
4.	Finance and Compliance Audit Attachment	26

SECTION H: LIST OF APPENDICES

Appendix I	PUR 1001 Acceptance of Contract Terms	28
Appendix II	Required Vendor's Statements and Certifications	32
	Acceptance of Contract Terms	
	Statement of No Involvement	
	Conflict of Interest Statement (non-collusion)	
Appendix III	Certification of a Drug Free Workplace	33
Appendix IV	Certification Regarding Suspension/Debarment	34
Appendix V	Certification Regarding Lobbying	35
Appendix VI	PUR 1000	36
Appendix VII	Proposed Contract Service Prices (initial & renewal)	45
Appendix VIII	Reference Sheet	47
Appendix IX	Mandatory Criteria Evaluation Form	48
Appendix X	Standard Contract	49
Appendix XI	Attachment I (Draft)	61
Appendix XII	Finance and Compliance Audit	79
Appendix XIII	Bid Tabulation Form	82

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CENTRAL REGION**

SERVICE OF PROCESS

**INVITATION TO BID:
C18-09-EC-001**

SECTION A: INTRODUCTION

1. STATEMENT OF NEED

The Department of Children and Families, Circuit 9, Children's Legal Services is in need of a Provider who will locate and serve parents, witnesses, private citizens and other parties with summonses, subpoenas, writs and other documents pertaining to family legal matters. The Server of Process will provide these services under a contract designed to keep this activity centralized with one provider for **ORANGE, OSCEOLA AND SEMINOLE COUNTIES**.

2. STATEMENT OF PURPOSE

The Server of Process will deliver subpoenas, summons, writs or other documents to parents, witnesses, private citizens and/or others involved with the Department of Children and Families.

3. TERM OF AGREEMENT

The initial term of this contract shall commence on the date of execution by the Department and shall extend for three (3) years (i.e. July 1, 2010 to June 30, 2013), unless sooner terminated in accordance with other provisions of this contract subject to sufficient appropriation of funds by the State Legislature for this purpose.

The Department also retains the option to renew the contract for one (1) additional, three (3) year option period. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and subject to the availability of funds.

Any renewal of this contract shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. The renewal prices shall be as set forth on the attached bid sheets and shall also be subject to the availability of funds.

4. DEFINITIONS

- a. **Affidavit of Service** – A document that certifies that the service of a notice, process, summons, subpoena or writ by indicating the time and date when process is completed, the time when it is executed, the manner of execution,

- the name of the person on whom it was executed and if such person is served in a representative capacity, the position occupied by the person.
- b. **Amendment** – A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include but are not limited to, adjustments in costs, services, time periods, and methods of payment. The general scope of any contract cannot be amended. The amendment, once executed is incorporated as part of the original contract.
 - c. **Availability of Funds** – Any contract resulting from a solicitation is deemed effective only to the extent that funds are available. The State of Florida’s performance and obligation to pay under any contract is contingent upon an annual appropriation by the State legislature.
 - d. **Business Day** - Any calendar day Monday through Friday, 8:00 A.M. through 5:00 P.M. excluding official state holidays.
 - e. **Central Region** – The sixteen counties that comprise the geographical area of the Department of Children and Families – Central Region. These counties are: Brevard, Citrus, Marion, Martin, Hardee, Hernando, Highlands, Indian River, Lake, Polk, Seminole, Okeechobee, Orange, Osceola, St. Lucie, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
 - f. **Children’s Legal Service** – Legal and support staff who handle all the department’s juvenile legal matters (except delinquency) from shelter hearings for children taken into department custody to termination of parental rights.
 - g. **Circuit 9** – The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 9 includes Orange, Osceola and Seminole counties.
 - h. **Department** – The Department of Children and Families (DCF).
 - i. **Parent** – A father or mother; one who sires or gives birth to and/or nurtures and raises an offspring.
 - j. **Performance Measures** – Quantitative indicators, outcomes and outputs, which can be used by the department to objectively, measure a provider’s performance.
 - k. **Priority Service** – Any document that must be issued attempted to be served or served within forty-eight (48) hours or less after receipt by the Provider, shall be deemed a “Priority Service” and shall be billed as such.
 - l. **Process Server** – An officer authorized by law to serve process or any competent person not interested in the action to serve the process. Also referred to as “server”, this person is employed by the Provider and is duly appointed and credentialed to provide Service of Process services.
 - m. **Same Day Service** – Also referred to as “immediate service”, any document, which must be issued, and service attempted within 24 hours after receipt by the Provider.

- n. **Service of Process** – The procedure employed to give legal notice to a person (such as a defendant) of a court or administrative body’s exercise of its jurisdiction over that person so as to enable that person to respond to the proceedings before the court, body or other tribunal. Usually, notice is furnished by delivering a set of court documents to the person to be served. Service of Process could consist of delivering summonses, subpoenas, complaints and/or other legal documents.
- o. **Standard Service** – Any document that must be issued or served a minimum of seventy-two (72) hours or less prior to the court date shall be deemed “Standard Service” and shall be billed as such.
- p. **Subpoena** – A command to appear at a certain time and place to give testimony upon a certain matter or to produce books, records, papers and other things.
- q. **Summons** – An instrument used to commence a civil action or special proceeding and is a means of acquiring jurisdiction over a party.
- r. **Witness** – One who is called to testify before a court, generally as to what has seen, heard or otherwise observed.

B. INVITATION TO BID PROCESS

1. CONTACT PERSON

The following Department of Children and Families employee will serve as the liaison for any on-going administration of this subsequent contract and the resolution of any problems related thereto. The sole point of contact for this ITB is:

Eric Cadourat, Procurement Manager
Department of Children and Families
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801
(407) 317 - 7086 Email: Eric_Cadourat@dcf.state.fl.us

2. POSTING

All notices, clarifications, inquires, responses to inquires, decisions, intended decisions and other matters relating to this solicitation will be electronically posted on the MyFlorida.com web site at: http://vbs.dms.state.fl.us/vbs/main_menu.

Submitted bids will be reviewed, evaluated and scored by the Department Bid Evaluation Team in accordance with “Section F” of this Invitation to Bid (ITB). Results shall be posted as a “Notice of Intent to Award” on the aforementioned website, as it is the official posting site for the purpose of calculating the window for the submission of any protest.

The notice of the anticipated contract award will be made to the vendor who submitted the best-qualified bid to the Department based on the criteria outlined in this ITB.

3. VENDOR DISQUALIFICATION

In addition to the criteria being used to determine the viability of the proposed bid, the Department may also disqualify a vendor bid based on the vendor's status using the following criteria:

- a. Previously failed to satisfactorily perform a contract with the Department of Children and Families, after being notified of the unsatisfactory performance, and failed to correct the deficiencies.
- b. Terminated for cause by any State of Florida departmental agency.
- c. Poor or failing financial resources of the vendor to perform the contract.
- d. Whether the vendor is in arrears to the State on a contract/grant, or is in default on surety to the State, or whether the vendor's taxes are delinquent.
- e. The vendor is currently under suspension or debarment by the state or any other governmental entity.
- f. The vendor is currently under investigation or has been convicted in the past ten (10) years for any act prohibited by law in any State jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4. LIMITATIONS ON CONTACTING DEPARTMENTAL PERSONNEL

Prospective vendors shall not contact any Department employee after submittal of their bid documentation. Prior to bid submission, questions may be directed to the point of contact listed in Section B.1. of this ITB.

5. SCHEDULE OF EVENTS AND DEADLINES

ACTIVITY	DUE DATE	TIME	ADDRESS
ITB Advertised & Released	03/16/11	9:00 am	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Notice of Intent to Bid Received by the Department (NLT)	03/28/11	10:00 am	Department of Children and Families Attn: Eric Cadourat 400 W. Robinson Street, Suite S1118 Orlando, Florida 32801
Deadline for Submission of Inquires (NLT)	04/04/11	2:00pm	Department of Children and Families Attn: Eric Cadourat 400 W. Robinson Street, Suite S1118 Orlando, Florida 32801
Deadline for Response to Inquires (NLT)	04/13/11	2:00pm	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu

ACTIVITY	DUE DATE	TIME	ADDRESS
Deadline for all Sealed Bids (NLT)	04/21/11	2:00pm	Department of Children and Families Attn: Eric Cadourat 400 W. Robinson Street, Suite S1118 Orlando, Florida 32801
Open all Bids	04/21/11	2:05pm	Department of Children and Families Attn: Eric Cadourat 400 W. Robinson Street, Suite S1112 Orlando, Florida 32801
Bid Evaluation Team Initial Meeting	04/26/11	10:00am	Department of Children and Families 400 W. Robinson Street, RM: S1112 Orlando, FL 3280
Bid Evaluation Team Debriefing Meeting	05/02/11	10:00am	Department of Children and Families 400 W. Robinson Street, RM: S1112 Orlando, FL 3280
Post the Notice of Intent to Award	05/02/11	4:00pm	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Effective Date of Contract	7/1/11	N/A	N/A

6. SOLICITATION CONFERENCE

Not applicable to this ITB.

7. INQUIRES

a. Written Inquiry Submissions

Only written inquiries may be submitted to the contact person identified in Section B.1. Inquiries via phone calls or faxes are not permitted. Written inquires may be submitted either by hand delivery, courier, U.S. Postal Service or email to the contact person. The vendor is responsible for selecting the appropriate means for delivery and is responsible for ensuring that sufficient time is allowed for delivery.

b. Deadline for Inquires/Questions

The deadline for submission of all inquires/questions must be **received** by the department and the date and time specified in Section B.5., Schedule of Events and Deadlines. Any inquiry/question received after this specified date and time will not be addressed. The Department is not responsible for lost or misdirected submissions.

c. Responses to Inquires

A copy of inquires and their respective department responses including written departmental clarifications and/or addenda, if made to the ITB, will be available through electronic posting on the MyFlorida.com website at:

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

8. WITHDRAWAL OF BIDS

A written request for withdrawal, signed by the vendor, may be considered if received by the Department within 72 hours after the bid opening time and date indicated in Section B.5., The Schedule of Events and Deadlines. The Department upon proof of the impossibility to perform based upon an obvious error on the part of the vendor may grant a request received in accordance with this provision.

9. ACCEPTANCE/REJECTION OF BIDS

a. Bid Deadline

Bids must be received by the Department as specified in Section B.5., Schedule of Events and Deadlines. Any bid submitted shall remain a valid offer for at least 90 days after the bid submission date. No changes, modifications, or additions to the bids submitted after the deadline for bid opening has passed will be accepted by or be binding on the Department.

b. Receipt Statement

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

c. Right to Waive Minor Irregularities Statement

The Department reserves the right to reject any and all bids or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularity is defined as a variation from the Invitation to Bid terms and conditions, which does not affect the price of the bid, or give the vendor an advantage or benefit not enjoyed by other vendors, or does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so.

10. NOTICE OF INTENT TO AWARD A CONTRACT

The Department shall award the contract with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the Invitation to Bid.

The "Notice of Intent to Award" shall be posted by the date specified in Section B.5., Schedule of Events and Deadlines at the following electronic posting site:

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

11. SURETIES – BID GUARANTEE

Not applicable to this ITB

12. SURETIES – PERFORMANCE BOND

Not applicable to this ITB

13. PROTESTS AND DISPUTES

Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3) F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

In lieu of a bond, the Department may accept a cashiers check, official bank check, or money order in the amount of the bond.

C. MIMIMUM PROGRAMMATIC REQUIREMENTS

1. GENERAL STATEMENT

The process server will serve summons, subpoenas, writs and other documents on parents, witnesses, private citizens or others as directed by the Department's Children's Legal Services staff.

2. PROGRAMMATIC AUTHORITY

The successful vendor shall comply with all applicable Federal and State laws and regulations to include, but not be limited to Chapter 39, Part VI and Chapter 48 of F.S. and the annual appropriations act, with any proviso language or instructions to the Department.

3. SCOPE OF SERVICE

The successful vendor will deliver subpoenas, summons or other legal documents within specified timeframes to parents, witnesses, private citizens and others involved with Circuit 9, Department of Children and Families; specifically for those dependency cases originating in Orange, Osceola and Seminole counties.

The anticipated initial contract period is from July 1, 2011 through June 30, 2014.

4. MAJOR PROGRAM GOALS

The major program goal is to deliver designated documents to parents, witnesses, private citizens, and others within specified time frames and to have the Affidavits of Service delivered to the appropriate Department of Children and Families, Children's Legal Services office so an effective litigation of dependency cases can occur.

5. CLIENT GENERAL DESCRIPTION

Not applicable to this ITB.

6. CLIENT ELIGIBILITY

Not applicable to this ITB.

7. CLIENT DETERMINATION

Any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

8. CLIENT CONTRACT LIMITS

Not applicable to this ITB.

9. TASK LIST

The Service of Process program shall provide all services necessary to effectuate a timely Service of Process, through delivery of summons, subpoenas and other legal documents and to provide such services in accordance with the laws of the State of Florida. Throughout the term of this multi-year contract, the Provider shall perform, the following tasks:

- a. Provide proof of compliance with Florida Statute, Chapter 48 and submit yearly renewals of authorization to serve legal documents. Proof of compliance will be submitted annually at the beginning of each fiscal year to the contract manager.

- b. Be available during normal business hours (8:00 a.m.-5:00 p.m. Monday through Friday) by beeper, telephone, cell phone, computer, or other comparable service to respond to inquiries from Department staff regarding the status of service, or the need to pick up documents to be served.
- c. Document Pick-Up. Department requests for service and pick up of documents will occur between the hours of 8:00 a.m. and 5:00 pm, Monday through Friday, excluding weekends and holidays. All documents to be served will be picked up from the requesting Children’s Legal Services office within 24 hours of receipt of notification. For document pick up requests being issued on Friday or the day prior to a scheduled holiday, the deadline for picking up documents will be the following business day.
- d. Standard Service. Provide “standard service” of process of summonses, subpoenas, or other documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure no later than seventy-two (72) hours prior to the court date. The Provider shall ensure that the Server attempts service within this time frame from the Server’s receipt of a document. The Provider shall ensure that the Server makes every reasonable effort to complete service prior to the respective court action date.
- e. Priority Service. Provide “priority service” of process of summonses, subpoenas, or other legal documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure served or attempted no later than forty-eight (48) hours after receipt of the item(s) to be served.
- f. Same Day Service. In the rare occasion that the situation demands “same day service” (aka immediate service), the Server shall attempt to serve summonses, subpoenas or other documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure no later than twenty-four (24) hours after receipt of the item(s) to be served.
- g. Multiple Deliveries at Same Address. When two (2) or more service of process documents (hereinafter referred to as “bundled service”) are completed or attempted to be completed at the same address, the Provider shall bill at the “bundled rate” as indicated in **Appendix VII**, Proposed Contract Service Prices.
- h. Each document received by the Provider shall be transported to the Server by any practicable means. The Provider shall select the method that will permit timely service of the document. In choosing the method of transport, the Provider shall make every reasonable effort to utilize the least expensive method.
- i. If service cannot be achieved at the first address provided, the Provider shall ensure that the Server will attempt to locate and promptly serve in accordance with Florida Statute. If, based upon the respective actions date of a document, time remains to extend location services efforts, the Provider shall contact the Department for additional instructions. If the Server is unsuccessful in his/her service efforts, the document will be returned as a “non-service” and will be charged as if service has been completed.
- j. The Provider, if instructed by the Department, shall provide services necessary to locate persons to be served if the Department is unable to secure a valid address for the person.

- k. Should service of process, through summons, subpoenas or other legal documents be an issue at any court proceedings, the Provider shall ensure that the individual who served process or attempts service (hereinafter "Server") will testify at the court proceedings relating to services or attempted service.
- l. The Server must comply with Florida Statutes for all summonses with attached petitions and/or complaints.
- m. Fax, email, or personally deliver to the Department, the Affidavit of Service to the corresponding Department of Children and Families office no later than twenty-four (24) hours before the court date. The Affidavit of Service will be generated either the day of service or the next day and comply with Florida Statutes 48.21. The Provider shall file the original Affidavit of Service with the Clerk of the Court no later than twenty-four (24) hours prior to the scheduled court date.
- n. Non-receipt of an Affidavit of Service prior to a court hearing will be grounds for non-payment if non-receipt is a result of Provider's failure to comply. If the Provider is unable to produce the Affidavit of Service prior to the court hearing, the process server must notify the Department immediately and/or be present to testify at the hearing regarding said affidavit of service.
- o. Should the Department choose to discontinue service efforts, the Department shall notify the Provider as soon as possible. The Provider will contact and instruct all affected Servers to return any documents. The Provider shall ensure that each Server returns all documents by a reasonable transportation method. Any service, which has been attempted, shall be charged as if it had not been canceled.
- p. The Provider will not charge fees in excess of the fees designated by Florida Statute 30.231 or other legislation.
- q. On a daily basis and in lieu of making a regular courier stop at the Child Legal Services offices, the Provider may call the office to determine whether there are any documents requiring service or delivery to the courthouse(s).
- r. Hand delivers documents to judges and/or clerks for signature only as requested by authorized Department staff.

10. TASK LIMITS

The following task limits apply to those services specified in the Task List, Section C.9., of this ITB. Several restrictions apply to contracted process servers. Provider staff must not:

- a. Transport any person being served for any purpose.
- b. Accept gifts from any person being served.
- c. Process service or execution on Sunday of any writ, process, or warrant.
- d. Perform any tasks related to the project other than those described in the task list without the express written consent of the Department.

11. STAFFING LEVELS

- a. All staff shall be employees of the successful vendor. The successful vendor shall not hire “temp staff” from a temporary employment agency. Each prospective vendor shall include his or her proposed staff for technical, administrative and clerical support. The successful vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the successful vendor’s staffing levels do not conform to those promised in the bid, it shall advise the successful vendor in writing and the successful vendor shall have thirty (30) days to remedy the identified staffing deficiencies.
- b. The successful vendor shall be required to replace any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications as determined by the Department. The Department’s contract manager shall exercise exclusive judgment in this matter.
- c. The successful vendor shall perform background checks on all current and/or prospective employees to: (a) identify any possible prior fraudulent activities related to public assistance, (b) a conviction of a felony or first-degree misdemeanor, or (c) a pleading of nolo contendere or guilty to a crime which is a felony.

12. PROFESSIONAL QUALIFICATIONS

The successful vendor will ensure that staff meets the professional qualification of a special process server as specified by Sections 48.021(2)(b) and 48.29(3), F.S.

13. STAFFING CHANGES

The successful vendor shall staff the project with key personnel who are considered by the Department to be essential to this project. Prior to substituting any of the proposed individuals, the successful vendor shall notify the Department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Department, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any substitution shall be made only after consultation with Department staff.

14. SUBCONTRACTORS

The vendor may enter into written subcontract(s) for performance of certain functions under the contract with prior consent from the Department. Subcontractors known at the time of proposal submission shall be identified in the vendor’s response to this ITB. The Department’s Contract Manager prior to the effective date of any subcontract shall approve the act of subcontracting in writing.

No subcontract, which the successful vendor enters into with respect to performance under the contract resulting from this Invitation to Bid, shall in any way relieve the vendor of any responsibility for performance of its duties. All payments to subcontractors shall be made by the vendor.

15. SERVICE DELIVERY LOCATION

Service delivery locations will be in Orange, Osceola and Seminole counties, other counties within the State of Florida, and locations outside the State of Florida.

16. SERVICES TIMES

Service times will be determined by the Department and the vendor as stipulated by the professional licensing by the State of Florida.

17. CHANGES IN LOCATION

The successful vendor shall notify the Department in writing a minimum of 10 calendar days prior to making changes in location which will affect the Department's ability to contact the successful vendor by telephone or facsimile transmission.

18. EQUIPMENT

The successful vendor will be responsible for supplying, at its own expense, all equipment necessary to perform, conduct and/or complete the contract, including but not limited to computers, telephones, copier, vehicles and/or fax machines, including supplies and maintenance as well as needed office supplies.

19. SERVICE UNIT

This is a fixed price/unit cost contract. A service unit is defined as one (1) successful or attempted delivery of service of process, to include the delivery of the completed "affidavit of service" to the department, prior to court date.

20. RECORDS AND DOCUMENTATION

- a. 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 records" as defined in Section 119.011, 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 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this ITB that entitles the

Department to unilaterally cancel the contract agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.

- b. Unless state or federal law requires a greater retention period, all documents pertaining to the program contemplated by this ITB shall be retained by the successful vendor 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 vendor agrees to furnish, when requested to do so, all documents required to be retained. The vendor shall maintain such records in whatever reasonable format is required by the Department at the time, at the vendor's expense. Data files will be provided in a format readable by the Department.
- c. The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor 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 vendor of confidential records whether public records or not and promises to defend the Department against the same at its expense.

21. REPORTS

- a. Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.
- b. The successful vendor shall maintain and submit to the Department the following reports/invoices in the format, frequency and number of copies as specified in the following table:

Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office Address to Receive Reports
Monthly Request for Payment (Invoice) Exhibit A	Monthly	15 th of the month immediately following the month of service delivery	1 each	Eric Cadourat 400 W. Robinson Street, Suite S1118 Orlando, FL 32801

In the event of early termination of this contract, the successful vendor will submit the final Monthly Request for Payment within thirty (30) days after the contract is terminated.

22. PERFORMANCE MEASURES

- a. **99%** of “Standard” level of Service of Process will be attempted and/or completed within 72 hours of receipt.
- b. **99%** of the “Priority” level of Service of Process will be attempted and/or completed within 48 hours of receipt.
- c. **99%** of the “Same Day” level of Service of Process will be attempted and/or completed within 24 hours of receipt.
- d. **100%** of the “Affidavits of Service” will be provided to the Children’s Legal Services office no later than 24 hours of serving or attempting to serve each document.

23. DESCRIPTION OF PERFORMANCE MEASUREMENT TERMS

- a. Documents served. Document is served to the intended addressee or substitute per Task List description, Section C.9.
- b. Documents Attempted to be Served. The Server made an effort to serve the document but was unable to contact the designated party due to incorrect information, incorrect address or no one was available to sign and accept the document.
- c. Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- d. Outputs - Process which measures the quality of services.

24. PERFORMANCE EVALUATION METHODOLOGY

- a. Measurement of Outcomes. The Department will calculate the performance measurement outcomes as follows:

- 1) For the outcome measurement listed in Section C.22.a. of this ITB:

Numerator – The total number of “standard” service of process attempted and/or completed within 72 hours of receipt.

Denominator – The total number of requests for “standard” service of process.

- 2). For the outcome measurement listed in paragraph C.22.b. of this ITB:

Numerator – The total number of “priority” service of process attempted and/or completed within 48 hours of receipt.

Denominator – The total number of requests for “priority” service of process.

3). For the outcome measurement listed in paragraph C.22.c. of this ITB:

Numerator – The total number of “same day” service of process attempted and/or completed within 24 hours of receipt.

Denominator – The total number of requests for “same day” service of process.

4). For the outcome measurement listed in paragraph C.22.d. of this ITB:

Numerator – The total number of “affidavits of service” provided to the Children’s Legal Service office no later than 24 hours of serving or attempting to serve.

Denominator – The total number of requests for service of process.

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

25. VENDOR UNIQUE ACTIVITIES

The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.9., Task List of this ITB. By execution of the resulting contract, the successful vendor recognizes its singular responsibility for the tasks, activities, and deliverables described therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables, and agrees to be fully accountable for the performance thereof.

26. COORDINATION WITH OTHER PROVIDERS/ENTITIES

The successful vendor must coordinate with the judicial court, law enforcement agencies, school districts and provider agencies.

Failure of other entities, including subcontractors does not relieve the successful vendor of any accountability for tasks or services that the vendor is obligated to perform pursuant to the resulting contract to this ITB.

27. DEPARTMENT OBLIGATIONS

- a. The Department shall provide (upon request), technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.

- b. The Department will designate fax numbers or email specific to each county location where the vendor may fax or email “affidavits of service” documents.

28. DEPARTMENT DETERMINATIONS

The Department has reserved the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its contracted providers.

29. MONITORING REQUIREMENTS

Programmatic and administrative monitoring will be performed during the contract period in accordance with *CFOP 75-8, The Department of Children and Families Contract Monitoring Operating Procedures*. Copies of which may be obtained from the contact person listed in Section B.1. of this ITB.

D. FINANCIAL SPECIFICATIONS

1. CONTRACT RENEWALS

The resulting contract may be renewed for one term not to exceed three (3) years, or for the term of the original contract, whichever period is longer. Such renewal shall be contingent upon satisfactory performance evaluations as determined by the Department and be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

2. FUNDING SOURCE

General revenue and trust fund programs will fund the contract resulting from this ITB. The State of Florida’s performance and obligation to pay under any resultant contract is contingent upon an annual appropriation by the State Legislature.

3. INVOICING AND PAYMENT OF INVOICES

- a. The method of payment is fixed price (unit cost). The successful vendor shall request payment on a monthly basis through the submission of a properly completed invoice within fifteen (15) days following the end of the month for which payment is being requested. Payment due under the contract will be withheld until the Department has confirmed delivery of the negotiated services.
- b. One original copy of the invoice is required.

- c. The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disallowance of the deliverables will result in the rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the vendor in order to process the invoice for payment. The vendor will have five (5) days from the date of rejection of the initial invoice to correct and resubmit for payment.

4. COST BID

Not applicable to this ITB.

5. MYFLORIDAMARKETPLACE TRANSACTION FEE

- a. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.
- b. For payments within the state accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.
- c. The vendor shall receive a credit of any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.
- d. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

E. INSTRUCTIONS TO PROSPECTIVE VENDORS

1. MANDATORY CRITERIA

Mandatory criteria, as provided on the Mandatory Criteria Evaluation Form, **(Appendix IX)** must be met in full; otherwise the bid shall be rejected and not be considered for further review. It is the vendor's responsibility to ensure that all required documents are submitted with the bid, according to the instructions herein.

2. VENDOR REGISTRATION IN MYFLORIDAMARKETPLACE

To comply with Rule 60A-1.030(3), Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012 F.S., shall register in the MyFloridaMarketPlace (MFMP) system, unless exempted under Rule 60A-1.030(3) F.A.C., in order to be paid. Information about the registration process is available, and registration may be completed at MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). All vendors are responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any response to an ITB.

3. GENERAL INSTRUCTIONS TO RESPONDENTS, PUR 1001

The PUR 1001 (**Appendix I**), is part of this ITB, and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. This ITB contains additional materials and guidance. The terms and conditions of the ITB take precedence over the terms and conditions of the PUR 1001 form unless the contradictory term in the form is statutorily required. Vendors are not required to sign and return the PUR 1001 form with their response to this ITB. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITB. Failure to comply with all terms and conditions shall be grounds for rejecting the response. Please note that Section 3 of PUR 1001 does not apply to this ITB.

4. TITLE PAGE

When submitting a proposal in response to this ITB, the vendor must ensure that each copy of the bid has a "title page" which contains the following minimum information:

- a. ITB number
- b. Title of the bid
- c. Vendor's name (individual person, organization, firm)
- d. Name of Organization to which proposal is submitted
- e. Name, title, phone number, and address of person who can respond to inquiries regarding the bid; and,
- f. Name of the vendor's project director (if known)

5. REQUIRED VENDOR'S STATEMENTS OR CERTIFICATIONS

The vendor's bid must include the following certifications and documentation:

- a. Acceptance of Contract Terms and Conditions (**Appendix II**).
- b. Statement of No Involvement (**Appendix II**).
- c. Conflict of Interest Statement (**Appendix II**).
- d. Certification of a Drug Free Workplace (**Appendix III**).
- e. Certification Regarding Suspension/Debarment (**Appendix IV**).
- f. Certification Regarding Lobbying (**Appendix V**).

6. TRADE SECRETS

Trade secrets include, but are not limited to any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. A trade secret is considered to be: (i) Secret; (ii) Of value; (iii) For use or in use by the business; and (iv) Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it.

The Department will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, Florida Statutes (F.S.), where identified as such in the response to this ITB, to the extent permitted under s. 815.04, F.S., and Chapter 286 F.S. Any vendor or vendor acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete, and it is hereby agreed by the vendor and the Department that no right or remedy for damages arises from any disclosure by the Department.

7. COST OF PREPARATION OF BID

The Department is not liable for any costs incurred by a vendor in responding to this ITB.

8. NUMBER OF COPIES REQUIRED

An original (marked "Original") and three (3) copies (marked and numbered #1, #2, and #3) of the ITB are required. The original submitted to the Department must contain original signatures of an official of the vendor agency who is authorized to bind the vendor to their bid.

9. HOW TO SUBMIT A BID

- a. Any bid must be received by the Department on or before the date and time as set forth in Section B.5, Schedule of Events and Deadlines.
- b. Facsimile or electronic transmission of bids will not be accepted. The vendor is responsible for selecting the appropriate means for delivery and is responsible for ensuring that sufficient time is allowed for delivery. **Late bids will not be accepted. The Department is also not responsible for lost or misdirected submissions.**
- c. Any amendments to the vendor's bid as originally submitted by the vendor and are not required by the Department, must comply with the requirements of this Section and must be received on or before the due date as specified in Section B.5., Schedule of Events and Deadlines.
- d. The original and each copy of the bid must be individually sealed in separate envelopes. The sealed envelopes for each should then be delivered together in one package. The outside of each envelope must be clearly marked with the title of the bid, the ITB number, and the prospective vendor's name. The original must be marked "Original" and the copies must be marked "Copy #1", "Copy #2", and "Copy #3" respectively.

- e. Bid Submission – Sequence of Documents. To facilitate the review of the bid submission, the vendor should follow the following sequence of documents:
- (1) Cover letter (optional)
 - (2) Title Page
 - (3) Required Vendor's Statements or Certifications **(Appendix II)**
 - a) Acceptance of Contract Terms and Conditions
 - b) Statement of No Involvement
 - c) Conflict of Interest Statement
 - (4) Certification of a Drug Free Workplace Statement **(Appendix III)**
 - (5) Certification Regarding Suspension/Debarment **(Appendix IV)**
 - (6) Certification Regarding Lobbying **(Appendix V)**
 - (7) Process Server Qualification and/or Certification Documentation
 - (8) Proposed Contract Service Prices **(Appendix VII)**
 - (9) Proof of Insurance
 - (10) Proof of vendor registration in MyFloridaMarketPlace
 - (11) References (at least 2 each) **(Appendix VIII)**

10. OTHER REQUIRED INFORMATION

- a. The PUR 1000 **(Appendix VI)**. This form contains standard terms and conditions that apply to contracts that result from the ITB. In the event of any conflict between the PUR 1001 Form and any terms and conditions in the Department's Standard Contract or Attachment I, the terms and conditions in the contract shall take precedence over the conflicting terms in the PUR 1000 Form. However, if the contracting terms and conditions in the PUR 1000 Form are required by any section of the Florida Statutes the terms or conditions in the PUR 1000 Form shall take precedence.
- b. Title Page. The bid submission shall include a completed title page as discussed in Section E.3. of this ITB.
- c. Required Vendors' Statements or Certifications. The bid submission shall include the Vendor's Statements or Certifications signed by an authorized party as discussed in Section E.4 of this ITB **(Appendix II)**.
- d. Process Server Qualifications and/or Certifications. The bid submission shall include documentation of the qualifications and certifications for all employees (Server).
- e. Proposed Contract Service Prices. The bid must contain proposed contract service prices for the initial three (3) year contract period and the renewal period **(Appendix VII)**.
- f. Proof of Insurance. General Liability Insurance Coverage. The bid submission must include a copy of the vendor's verification of General Liability Insurance Coverage (see Standard Contract, Section I, paragraph G.).
- g. Proof of Vendor Registration in MyFloridaMarket Place. The bid submission should include proof of vendor registration in MFMP, as discussed in Section E.2. of this ITB.

- h. References. The bid submission shall include a minimum of two (2) reference letters from current/past customers who have been served by the bidding firm sometime during the past 3 years within Orange, Osceola and Seminole counties (**Appendix VIII**).

11. DEPARTMENT RESERVATIONS

The Department reserves the right to reject any or all bids or to withdraw the ITB even after award, when to do so is in the best interest of the State of Florida.

F. BID RATING AND BID TABULATION SHEET

1. DESCRIPTION OF BID RATING CRITERIA

A bid evaluation team will review all bids.

- a. First, the bid evaluation team will review the mandatory criteria elements found within the Mandatory Criteria Evaluation Form (**Appendix IX**) to ensure compliance with all requirements in Section E.1., of this ITB. If any mandatory criteria are not fully met, the bid will not be further considered.
- b. Second, the bid evaluation team will review all vendor proposed bids listed within the Proposed Contract Service Prices (**Appendix VII**) for each service element by category and by fiscal year. Vendor bid prices shall be recorded on the Bid Tabulation Form (**Appendix XIII**).
- c. Upon conclusion of this evaluation process, the Department intends to award one contract to the most responsible and responsive vendor who submits the lowest and most cost beneficial bid package to the department.

2. IDENTICAL OR TIE RESPONSES

In accordance with Section 287.087, F.S., whenever two or more bids are determined to be identical, Rule 60A-1.011 Florida Administrative Code shall apply.

If two equal bids to the ITB are received and one bid is from a certified minority business enterprise and/or Disabled Veterans Business Enterprise, the contract shall be awarded to the certified minority business and/or Disabled Veterans Business Enterprise, pursuant to Section 286.043, F.S. a F.S., whenever two or more bids which are equal with respect to quality and service are received by the state or by any political subdivision for the procurement of contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference.

3. ITB TABULATION METHODOLOGY

- a. Each bid will be evaluated to the degree to which vendor's responses meet the criteria set forth in the ITB by each member of the evaluation team. The

evaluation team will be comprised of a minimum of at least 3 people who have programmatic and/or administrative background and/or experience.

- b. Each bid will be reviewed utilizing the Mandatory Criteria Evaluation Form **(Appendix IX)**. This tool identifies the mandatory criteria and the indicators of those criteria that will be used to assess each prospective vendor's bid. Those items require the same responses from all prospective vendors and if not met in full, the bid will not be further considered.
- c. The Bid Tabulation Form **(Appendix XIII)** shall be used to record each vendor's proposed bids prices. Bid prices for each service element by category and by fiscal year will be multiplied by a weighted factor to reveal the point value assigned to each bid submission package. The lowest and most cost beneficial bid to the Department - based and supported by all vendor submitted bid documents shall be selected for the "notice of intent to award".

G. CONTRACT PROVISIONS

1. STANDARD CONTRACT

The Department's Standard Contract **(Appendix X)** contains general basic terms and conditions required by the department for all vendors. This includes administrative, financial and non-programmatic terms and conditions usually mandated by federal or state statutes, regulations, rules and policies of the Department and other applicable state and/or Federal agencies.

2. ATTACHMENT I

Attachment I - Draft **(Appendix XI)** is that section of the contract document which addresses all contract terms which are not covered in the Standard Contract. Attachments I's are organized in four major sections: (1). Services to be Provided, (2). Manner of Service Provision, (3). Method of Payment, and, (4). Special Provisions.

3. GENERAL CONTRACT CONDITIONS, PUR 1000

The PUR 1000 **(Appendix VI)** contains standard terms and conditions that apply to contracts that result from the ITB. In the event of any conflict between the PUR 1001 Form and any terms and conditions in the Department's Standard Contract or Attachment I, the terms and conditions in the contract shall take precedence over the conflicting terms in the PUR 1000 Form. However, if the contracting terms and conditions in the PUR 1000 Form are required by any section of the Florida Statutes the terms or conditions in the PUR 1000 Form shall take precedence.

4. FINANCE AND COMPLIANCE AUDIT ATTACHMENT

The Financial and Compliance Audit attachment **(Appendix XII)** is applicable if the successful vendor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised and amended from time to time.

SECTION H: LIST OF APPENDICES

Appendix I	PUR 1001 Acceptance of Contract Terms
Appendix II	Required Vendor's Statements and Certifications Acceptance of Contract Terms Statement of No Involvement Conflict of Interest Statement (non-collusion)
Appendix III	Certification of a Drug Free Workplace
Appendix IV	Certification Regarding Suspension/Debarment
Appendix V	Certification Regarding Lobbying
Appendix VI	PUR 1000
Appendix VII	Proposed Contract Service Prices (initial & renewal)
Appendix VIII	Reference Sheet
Appendix IX	Mandatory Criteria Evaluation Form
Appendix X	Standard Contract
Appendix XI	Attachment I (Draft)
Appendix XII	Finance and Compliance Audit
Appendix XIII	Bid Tabulation Form

APPENDIX I

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

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

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

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

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II

REQUIRED VENDOR'S STATEMENTS AND CERTIFICATIONS

(For Vendor Use Only)

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If we should be awarded this contract, we will comply with all the terms and conditions specified in the ITB and in the resulting contract.

Signature and Title of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this agency/firm has been:

1. Awarded a contract by the Department of Children and Families on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or
2. Participated in drafting this Solicitation, or
3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Signature and Title of Authorized Official

Date

CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

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

Signature and Title of Authorized Official

Date

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

APPENDIX III

CERTIFICATION OF A DRUG FREE WORKPLACE

In accordance with:

Chapter 287.087 Florida Statute. Preference to businesses with drug-free workplace programs.

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

We hereby certify that we currently maintain a drug-free workplace environment in accordance with Chapter 287.087 F.S., and will continue to promote this program through implementation of this statute in our daily operation.

Signature and Title of Authorized Official

Date

APPENDIX IV

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

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

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance for obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Print Name: _____

Title: _____

APPENDIX V

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or an employee or any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature

Date

Printed Name of Authorized Individual

Name of Organization

Address of Organization

ITB #: C18-09-NC-001

APPENDIX VI

State of Florida PUR 1000 General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

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

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

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

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

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

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

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

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

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

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

Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

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

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

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

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

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APPENDIX VII

PROPOSED CONTRACT SERVICE PRICES INITIAL 3 YEAR PERIOD Children's Legal Service - Service of Process

SERVICES WITHIN ORANGE, OSCEOLA AND SEMINOLE COUNTIES				
	Service Description	2011-2012 Per Unit Cost	2012-2013 Per Unit Cost	2013-2014 Per Unit Cost
1	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
2	Bundled Same Day Service for each additional service of process at same address			
3	<u>Priority Service of Process</u> (within 48 hours of receipt)			
4	Bundled Priority Service for each additional service of process at same address			
5	<u>Standard Service of Process</u> (within 72 hours of receipt)			
6	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

SERVICES FOR OTHER COUNTIES WITHIN THE STATE OF FLORIDA				
	Service Description	2011-2012 Per Unit Cost	2012-2013 Per Unit Cost	2013-2014 Per Unit Cost
7	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
8	Bundled Same Day Service for each additional service of process at same address			
9	<u>Priority Service of Process</u> (within 48 hours of receipt)			
10	Bundled Priority Service for each additional service of process at same address			
11	<u>Standard Service of Process</u> (not later than 72 hours of the scheduled court date)			
12	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

SERVICES OUTSIDE THE STATE OF FLORIDA				
	Service Description	2011-2012 Per Unit Cost	2012-2013 Per Unit Cost	2013-2014 Per Unit Cost
13	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
14	Bundled Same Day Service for each additional service of process at same address			
15	<u>Priority Service of Process</u> (within 48 hours of receipt)			
16	Bundled Priority Service for each additional service of process at same address			
17	<u>Standard Service of Process</u> (not later than 72 hours of the scheduled court date)			
18	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

**PROPOSED CONTRACT SERVICE PRICES
RENEWAL 3 YEAR PERIOD
Children's Legal Service - Service of Process**

SERVICES WITHIN ORANGE, OSCEOLA AND SEMINOLE COUNTIES				
	Service Description	2014-2015 Per Unit Cost	2015-2016 Per Unit Cost	2016-2017 Per Unit Cost
1	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
2	Bundled Same Day Service for each additional service of process at same address			
3	<u>Priority Service of Process</u> (within 48 hours of receipt)			
4	Bundled Priority Service for each additional service of process at same address			
5	<u>Standard Service of Process</u> (within 72 hours of receipt)			
6	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

SERVICES FOR OTHER COUNTIES WITHIN THE STATE OF FLORIDA				
	Service Description	2014-2015 Per Unit Cost	2015-2016 Per Unit Cost	2016-2017 Per Unit Cost
7	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
8	Bundled Same Day Service for each additional service of process at same address			
9	<u>Priority Service of Process</u> (within 48 hours of receipt)			
10	Bundled Priority Service for each additional service of process at same address			
11	<u>Standard Service of Process</u> (not later than 72 hours of the scheduled court date)			
12	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

SERVICES OUTSIDE THE STATE OF FLORIDA				
	Service Description	2014-2015 Per Unit Cost	2015-2016 Per Unit Cost	2016-2017 Per Unit Cost
13	<u>Same Day Service of Process</u> (within 24 hours of receipt)			
14	Bundled Same Day Service for each additional service of process at same address			
15	<u>Priority Service of Process</u> (within 48 hours of receipt)			
16.	Bundled Priority Service for each additional service of process at same address			
17	<u>Standard Service of Process</u> (not later than 72 hours of the scheduled court date)			
18	Bundled Standard Service for each additional service of process at same address			
Completed services includes an "affidavit of service" to be provided to the Department with 24 hours of serving or attempting to serve.				

APPENDIX VIII

REFERENCE SHEET

Children's Legal Service - Service of Process

Please provide a minimum of two (2) current or recent past customers as references, who have been served by the bidding firm for at least the past three years with process service, other than the Department of Children and Families, Circuit 9.

Attach reference letters from current or past customers to this form when submitting your bid.

Name and Address of Customer	Contact Person	Telephone Number	Date(s) of Service	Type of Service
Sample: John Doe 123 Main Street Anytown, FL 33333	John Doe	321-555-5555	09/12/10	Subpoena
(1)				
(2)				

APPENDIX IX

MANDATORY CRITERIA EVALUATION FORM

Children’s Legal Service - Service of Process

Vendor: _____

Evaluator: _____ Date: _____

Instructions to Evaluators:

Mandatory Criteria.

All evaluation team members will determine whether all of the mandatory criteria items were submitted by each prospective vendor. If any mandatory criteria documents were not submitted, the bid is deemed “not eligible” for further consideration. The assignment of any individual rating of “yes” or “no” for each mandatory criterion should be based on the following:

“Yes” - Through submitted documentation, vendor has clearly demonstrated its capability.

“No” - Through submitted documentation, vendor has not clearly demonstrated its capability.

	Mandatory Evaluation Criteria	Yes	No
1	Was the bid received by the date, time and at the location specified in the ITB?	<input type="checkbox"/>	<input type="checkbox"/>
2	Does the bid include a signed Appendix II, <i>Required Vendor’s Statements and Certifications?</i>	<input type="checkbox"/>	<input type="checkbox"/>
3	Does the bid include a signed Appendix III, <i>Drug Free Workplace Statement?</i>	<input type="checkbox"/>	<input type="checkbox"/>
4	Does the bid include a signed Appendix IV, <i>Certification Regarding Suspension/Debarment?</i>	<input type="checkbox"/>	<input type="checkbox"/>
5	Does the bid include a signed Appendix V, <i>Certification Regarding Lobbying?</i>	<input type="checkbox"/>	<input type="checkbox"/>
6	Does the bid contain qualifications and/or certifications for each proposed “Server” employee?	<input type="checkbox"/>	<input type="checkbox"/>
7	Are the Vendor’s prices submitted on Appendix VII, <i>Proposed Contract Service Prices (initial 3 years and renewal 3 years)?</i>	<input type="checkbox"/>	<input type="checkbox"/>
8	Does the bid contain documentation to support that the prospective vendor has existing/current general liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
9	Does the bid include documentation that indicates that the Vendor is registered in MyFloridaMarketPlace?	<input type="checkbox"/>	<input type="checkbox"/>
10	Does the bid contain at least 2 references and letters indicating satisfaction from past or current customers per Appendix VIII?	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX X

Contract No. _____
CFDA No. _____

Client Non-Client

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and _____, hereinafter referred to as the "provider".

I. THE PROVIDER AGREES:

Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

Requirements of Section 287.058, Florida Statutes (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

Governing Law, Jurisdiction and Venue

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 Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be as provided in PUR 1000. (see Section I.BB)

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains over \$100,000 of federal funds, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. 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, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality 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. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

Audits, Inspections, Investigations, Records and Retention

- 1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
- 2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.
- 3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.
- 4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider’s contracts and related records and documents, regardless of the form in which kept.
- 5. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment _____.
- 6. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

Monitoring by the Department

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings, and request for development, by the provider, of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

Indemnification

- 1. The provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to any alleged act or omission by the provider, its agents, employees, partners, or subcontractors, provided, however, that the provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the department.
- 2. Further, the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the provider, or article manufactured or used by the provider, its officers, agents or subcontractors in the performance of this contract or delivered to the department for the use of the department, its employees, agents or contractors. The provider may, at its option and expense, procure for the

department, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the provider is not reasonably able to modify or otherwise secure the department the right to continue using the product or article, the provider shall remove the product and refund the department the amounts paid in excess of a reasonable rental for past use. However, the department shall not be liable for any royalties. The provider has no liability when such claim is solely and exclusively due to the department's alteration of the product or article or the department's misuse or modification of the provider's products or the department's operation or use of vendor's products in a manner not contemplated by this contract. The provider shall provide prompt written notification to the department of any claim of copyright, patent or other infringement arising from the performance of this contract.

3. Further, the provider shall protect, defend, and indemnify, including attorneys' fees and costs, the department for any and all claims and litigation (including litigation initiated by the department) arising from or relating to provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section I.EE.
4. The provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the department negligent shall excuse the provider of performance under this provision, in which case the department shall have no obligation to reimburse the provider for the cost of their defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., 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 this contract.

Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

Assignments and Subcontracts

1. The provider shall not assign the responsibility for this contract to another party without prior written approval of the department, upon the department's sole determination that such assignment will not adversely affect the public interest; however, in no event may provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void. The provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, the provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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. This contract shall remain binding upon the successors in interest of either the provider or the department.
4. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

Return of Funds

The provider shall return to the department any overpayments due to unearned funds or funds disallowed that were disbursed to the provider by the department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged interest at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

Client Risk Prevention and Incident Reporting

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.
2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

Purchasing

1. 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, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. 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, (800) 643-8459.
2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

Civil Rights Requirements

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

Independent Capacity of the Contractor

1. In performing its obligations under this contract, the provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall 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.
4. 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, unless specifically agreed to by the department in this contract.
5. 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 sole responsibility of the provider.

Sponsorship

As required by section 286.25, F.S., 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 Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Final Invoice

The final invoice for payment shall be submitted to the department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are 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.

Use of Funds for Lobbying Prohibited

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Public Entity Crime

Pursuant to section 287.133, F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies 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 section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

Patents, Copyrights, and Royalties

1. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
2. If the provider uses or delivers to the department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
3. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

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 five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of 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.

Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information. All provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
3. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
4. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.
5. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

Accreditation

The department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

Provider Employment Opportunities

1. Agency for Workforce Innovation and Workforce Florida: The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.
2. Transitioning Young Adults: The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

Health Insurance Portability and Accountability Act

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the

event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.
3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

PUR (Purchasing) 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

Notification of Legal Action

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

Whistleblower's Act Requirements

In accordance with subsection 112.3187(2), F.S., the provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

Proprietary or Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. The provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the provider shall include information correlating the nature of the claims to the particular protected information.
3. The department, when required to comply with a public records request including documents submitted by the provider, may require the provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

4. The department is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

Support to the Deaf or Hard-of-Hearing

The provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.
2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
5. The provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit compliance reports monthly, by the 5th business day following the reporting month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
6. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

II. THE DEPARTMENT AGREES:

Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed _____ or the rate schedule, 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. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

Effective and Ending Dates

This contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in (location) _____, Florida, on _____.

Financial Penalties for Failures to Comply with Requirement for Corrective Actions

1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S.

Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification 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.
3. 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 Rule 60A-1.006(3), F.A.C. The department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.
4. 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.

Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total 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.

Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

1. The 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:

Name:

Address:

City: State: Zip Code:

Phone:

ext:

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

Name:

Address:

City: State: Zip Code:

Phone:

ext:

e-mail:

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

Name:

Address:

City: State: Zip Code:

Phone:

ext:

e-mail:

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

Name:

Address:

City: State: Zip Code:

Phone:

ext:

e-mail:

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

All Terms and Conditions Included

This contract and its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, 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 this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____ **Provider Fiscal Year Ending Date:** ____ / ____ .

APPENDIX XI

ATTACHMENT I (DRAFT)

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

Refer to the Glossary in the Department of Children and Families' Operating Procedure 75-2 (CFOP 75-2), *Contract Management System for Contractual Services*, hereinafter referred to as CFOP 75-2, which can be found at the following web site and incorporated herein by reference:

<http://www.dcf.state.fl.us/publications/policies/075-2.pdf>

b. Program Specific Terms

- (1) **Affidavit of Service**— A document that certifies that the service of a notice, process, summons, subpoena or writ by indicating the time and date when process is completed, the time when it is executed, the manner of execution, the name of the person on whom it was executed and if such person is served in a representative capacity, the position occupied by the person.
- (2) **Amendment** – A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment includes but not limited to, adjustments in costs, services, time periods, and methods of payment. The general scope of any contract cannot be amended. The amendment, once executed is incorporated as part of the original contract.
- (3) **Availability of Funds** – Any contract resulting from a solicitation is deemed effective only to the extent that funds are available. The State of Florida's performance and obligation to pay under any contract is contingent upon an annual appropriation by the State Legislature.
- (4) **Business Day** - Any calendar day Monday through Friday, 8:00 A.M. through 5:00 P.M. excluding official state holidays.
- (5) **Central Region** – The sixteen counties that comprise the geographical area of the Department of Children and Families – Central Region. These counties are: Brevard, Citrus, Marion, Martin, Hardee, Hernando, Highlands, Indian River, Lake, Polk, Seminole, Okeechobee, Orange, Osceola, St. Lucie, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.

- (6) **Children’s Legal Services** – Legal and support staff who handle all the circuit’s juvenile legal matters (except delinquency) from shelter hearings for children taken into Department custody to termination of parental rights.
- (7) **Circuit 9** – The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 9 includes Orange, Osceola and Seminole counties.
- (8) **Department** – The Department of Children and Families (DCF).
- (9) **Parent** – A father or mother; one who sires or gives birth to and/or nurtures and raises an offspring.
- (10) **Performance Measures** – Quantitative indicators, outcomes and outputs, which can be used by the department to objectively, measure a provider’s performance.
- (11) **Priority Service** – Any document that must be issued, attempted to be served or served within two (2) business days or less after receipt by the provider, shall be deemed a “Priority Service” and shall be billed as such.
- (12) **Process Server** – An officer authorized by law to serve process or any competent person not interested in the action to serve the process. Also referred to as “server”, this person is employed by the Provider and is duly appointed and credentialed to provide Service of Process services.
- (13) **Same Day Service** – Also referred to as “immediate service”, any document which must be issued and service attempted within 24 hours after receipt by the Provider.
- (14) **Service of Process** – The procedure employed to give legal notice to a person (such as a defendant) of a court or administrative body’s exercise of its jurisdiction over that person so as to enable that person to respond to the proceedings before the court, body or other tribunal. Usually notice is furnished by delivering a set of court documents to the person to be served. Service of Process could consist of delivering summonses, subpoenas, complaints and/or other legal documents.
- (15) **Standard Service** – Any document that must be issued or served a minimum of three (3) business days or less prior to the court date shall be deemed “Standard Service” and shall be billed as such.
- (16) **Subpoena** – Issued for testimony before the court, for productions of tangible evidence, and for taking depositions shall be issued by the clerk of the court, the court on its own motions, or any attorney of record for a party.
- (17) **Summons** – Requires the person on whom it is served to appear for a hearing at a time and place specified not less than 72 hours after service of summons. A copy of the complaint shall be attached to the summons.
- (18) **Witness** – One who is called to testify before a court, generally as to what has seen, heard or otherwise observed.

2. General Description

a. General Statement

The Provider will provide Service of Process services for the Circuit 9 Legal Office and/or Children's Legal Service's (CLS) office for Orange, Osceola and Seminole County cases.

b. Authority

The Provider must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to, but not limited to the following:

- (1) Florida Statute, Chapters 39, 119, and 415
- (2) Florida Statute, Chapters 30, 40, and 48
- (3) Florida Administrative Code, Chapter 65
- (4) Florida Rules of Juvenile Procedure
- (5) Florida Rules of Civil Procedure
- (6) And other applicable federal laws, state statutes, and associated administrative rules as may be promulgated or amended from time to time.

c. Scope of Service

The Provider shall develop and deploy a comprehensive service delivery system that allows for the timely pick-up of subpoenas, summons, writs or other legal documents from the Department, and deliver said documents to parents, witnesses, private citizens and others involved in child welfare cases occurring in **ORANGE, OSCEOLA AND SEMINOLE COUNTIES** . The Department's locations are as follows:

- Commerce Parkway Service Center, Children's Legal Services
375 Commerce Parkway, Suite 101, Rockledge, Florida 32955
- Hurston Service Center, Regional Legal Counsel, 400 W. Robinson Street,
Suite S1129, Orlando, Florida 32801
- Hurston Service Center, Children's Legal Services North Tower, 400 W.
Robinson Street, Suite N211, Orlando, Florida 32801
- Hurston Service Center, Children's Legal Services South Tower, 400 W.
Robinson Street, Suite S815, Orlando, Florida 32801
- Pine Hills Service Center, 609 N. Powers Drive, Building B, Suite 324, Orlando,
Florida 32818
- Howard Phillips Center for Children and Families, Children's Advocacy Center,
601 W. Michigan Street, Orlando, FL 32805
- Sanford Plaza Service Center, Children's Legal Services, 2921 S. Orlando
Drive, Suite 150, Sanford, Florida 32773
- Palm Bay Service Center, Child Welfare Legal Services
6100 Minton Road, Suite 201, Palm Bay, Florida 32907

- Children’s Advocacy Center Of Brevard
1133 Seminole Drive, Rockledge, Florida 32955
- Hurston Service Center, Regional Legal Counsel
400 W. Robinson Street, Suite 1129, Orlando, Florida 32801
- Howard Phillips Center for Children and Families
Children's Advocacy Center
601 W. Michigan Street
Orlando, FL 32805
- Or any other location within **SERVICES WITHIN ORANGE, OSCEOLA AND SEMINOLE COUNTIES** where a Child Legal Service office may be located. The Department reserves the right to change or alter any of the above locations.

d. Major Program Goals

The major program goal of this contract is to have the requested documents delivered to parents, witnesses, private citizens, and others within specified time frames and to have the Affidavits of Service delivered to the appropriate Department of Children and Families, Children’s Legal Service office so an effective litigation of dependency cases can occur.

3. Clients to be Served

a. General Description

Not applicable under this contract.

b. Client Eligibility

Not applicable under this contract.

c. Client Determination

Not applicable under this contract.

d. Contract Limits

- (1) In performing Service of Process services pursuant to this contract or any amendments hereto, the Provider shall only represent the Department under the context of the services required or authorized by this contract and or amendments. The Department will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the Provider that is not specifically provided for and or authorized by this contract or any amendments hereto.
- (2) Services may not be initiated until the Provider has completed the required background screening requirements, certifications and has provided any other necessary documentation outlined in this contract (i.e. W-9 form).
- (3) Services provided under this contract are also limited by the availability of funds.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

The Service of Process program shall provide all services necessary to effectuate a timely Service of Process, through summons, subpoenas and other legal documents and to provide such services in accordance with the laws of the State of Florida. Throughout the term of this multi-year contract, the Provider shall perform, the following tasks:

- (1) Provide proof of compliance with Florida Statute, Chapter 48 and submit yearly renewals of authorization to serve legal documents. Proof of compliance will be submitted annually at the beginning of each fiscal year to the contract manager.
- (2) Be available by beeper, telephone, cell phone, computer, or other comparable service to respond to inquiries from Department staff regarding the status of service or the need to pick up documents to be served.
- (3) Document Pick-Up. Department requests for service and pick up of documents will occur between the hours of 8:00 a.m. and 5:00 pm, Monday through Friday, excluding weekends and holidays. All documents to be served will be picked up from the requesting Children's Legal Services office within 24 hours of receipt of notification. For document pick up requests being issued on Friday or the day prior to a scheduled holiday, the deadline for picking up documents will be the following business day.
- (4) Standard Service. Provide "standard service" of process of summonses, subpoenas, or other documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure no later than seventy-two (72) hours prior to the court date. The Provider shall ensure that the Server attempts service within this time frame from the Server's receipt of a document. The Provider shall ensure that the Server makes every reasonable effort to complete service prior to the respective court action date.
- (5) Priority Service. Provide "priority service" of process of summonses, subpoenas, or other legal documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure no later than forty-eight (48) hours after receipt of the item(s) to be served.
- (6) Same Day Service. In the rare occasion that the situation demands "same day service" (aka immediate service), the Server shall attempt to serve summonses, subpoenas or other documents in accordance with Florida State Law and the Florida Rules of Juvenile Procedure no later than twenty-four (24) hours after receipt of the item(s) to be served.
- (7) Multiple Deliveries at Same Address. When two (2) or more service of process documents are completed or attempted to be completed at the same address (hereinafter referred to as "bundled service", the Provider shall bill at the "bundled rate" as indicated in **Exhibit A, Contract Service Prices - Initial 3 year Period and Exhibit B, Contract Service Price - Renewal 3 year period.**

- (8) Each document received by the Provider shall be transported to the Server by any practicable means. The Provider shall select the method that will permit timely service of the document. In choosing the method of transport, the Provider shall make every reasonable effort to utilize the least expensive method. If, as a result of immediate action and with the concurrence of the Department, the Provider incurs Federal Express delivery charges, the Department shall reimburse the Provider the incurred charge upon presentation of an original Federal Express shipping document.
- (9) If service cannot be achieved at the first address provided, the Provider shall ensure that the Server will attempt to locate and promptly serve in accordance with Florida Statute. If, based upon the respective actions date of a document, time remains to extend location services efforts, the Provider shall contact the Department for additional instructions. If the Server is unsuccessful in his/her service efforts, the document will be returned as a non-service and will be charged as if service has been completed.
- (10) The Provider, if instructed by the Department, shall provide services necessary to locate persons to be served if the Department is unable to secure a valid address for the person.
- (11) Should service of process, through summons, subpoenas or other legal documents be an issue at any court proceedings, the Provider shall ensure that the individual who serves process or attempts service (hereinafter "Server") will testify at the court proceedings relating to services or attempted service.
- (12) The Server must comply with Florida Statutes for all summonses with attached petitions or complaints.
- (13) Fax or personally deliver to the Department, the Affidavit of Service to the corresponding Department of Children and Families office no later than twenty-four (24) hours before the court date. The Affidavit of Service will be generated either the day of service or the next day and comply with Florida Statutes 48.21. The Provider shall file the original Affidavit of Service with the Clerk of the Court no later than twenty-four (24) hours prior to the scheduled court date.

Non-receipt of an Affidavit of Service prior to a court hearing will be grounds for non-payment if non-receipt is a result of Provider's failure to comply. If the Provider is unable to produce the Affidavit of Service prior to the court hearing, the process server must notify the Department immediately and/or be present to testify at the hearing regarding said affidavit of service.
- (14) The Affidavit of Service will be in compliance with Florida Statutes 48.21, and any other applicable provisions of law.
- (15) Should the Department choose to discontinue service efforts, the Department shall notify the Provider as soon as possible. The Provider will contact and instruct all affected Servers to return any documents. The Provider shall ensure that each Server returns all documents by a reasonable transportation method. Any service, which has been attempted, shall be charged as if it had not been canceled. Service (standard or priority), which is canceled prior to an attempt to serve, shall be discounted to minimum handling charges.
- (16) The Provider will not charge fees in excess of the fees designated by Florida Statute 30.231 or other legislation.

- (17) On a daily basis and in lieu of making a regular courier stop at the Child Legal Services office, the Provider may call to determine whether there are any documents requiring delivery to the courthouse(s).
- (18) Hand delivers documents to judges or clerks for signature as requested by authorized Department staff.

b. Task Limits

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

- (1) The Provider is restricted from the following activities:
 - a) Transport any person being served or any purpose.
 - b) Accept gifts or gratuities from any person being served.
 - c) Execution of Process Service services on Sunday.
- (2) The Provider shall not be required do “same day service” of process services outside the State of Florida.

2. Staffing Requirements

a. Staffing Levels

- (1) The Provider shall maintain an adequate administrative and support staff sufficient to discharge its contractual responsibilities.
- (2) The Provider shall not hire staff from a temporary employment agency.
- (3) The Provider shall perform background checks on all current/prospective employees to: (i) identify a possible prior fraudulent activity related to public assistance, (ii) a conviction of a felony or first-degree misdemeanor, or (iii) a pleading of nolo contendere or guilty to a crime which is a felony.
- (4) If the Department determines that the Provider’s staffing levels do not conform to acceptable levels, it shall advise the Provider in writing and the Provider shall have thirty (30) days to remedy the identified staffing deficiencies. The Provider shall replace any employee whose continued presence would be detrimental to the success of the project with an employee or equal or superior qualifications as determined by the Department. The Department’s contract manager, with input from the Children’s Legal Service office shall exercise exclusive judgment in this matter.

b. Professional Qualifications

The Provider shall meet the professional qualifications as specified by Sections 48.02(2)(b) and 48.29(3), F.S. and meet following minimum standards:

- (1) Have been actively engaged in the Service of Process business for a minimum of three (3) years.

- (2) Shall submit a written statement detailing qualifications to provide the requested service.
- (3) Employees of the Provider who will be providing services will be certified and have demonstrated experience in Service of Process.
- (4) The Provider must be authorized to do business in the State of Florida.
- (5) A copy of any State registration and/or certification must be provided to the Department.

c. Staffing Changes

The Provider shall staff the project with key personnel in a timely manner as vacancies arise. Prior to substituting any of the key personnel, the Provider shall notify the Department of the proposed candidate and provide his/her qualifications. The Department reserves the right to approve/disapprove any potential candidates prior to job offer.

d. Subcontractors

- (1) The Provider may enter into written subcontract(s) for performance of certain of its functions under this contract with prior approval from the Department.
- (2) Written requests by the Provider to subcontract shall be routed through the contract manager for prior Department approval. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.
- (3) The Provider shall attest that any subcontractor contracted to perform certain functions under this contract shall be duly certified, appointed or court-ordered to serve process in accordance with the respective state statutes or licensed in accordance with the respective state statutes.
- (4) Subcontracting does not relieve the Provider of any responsibility for complying with all of the duties and obligations set forth in this contract.

3. Service Location & Equipment

a. Service Delivery Location and Times

- (1) The service delivery locations will be within **ORANGE, OSCEOLA AND SEMINOLE COUNTIES** , other counties within the State of Florida, or outside the State of Florida.
- (2) The Provider shall be available during normal business hours, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (EST), excluding State of Florida holidays unless the Department approves other arrangements on a case-by-case basis.
- (3) The Provider's administrative office is located at:

John Doe, Incorporated
Attn: John Doe, Project Director
Address
City, State, Zip
Email: xxxxxx@aol.com

b. Changes in Location

The Provider shall notify the Department in writing a minimum of seven (7) calendar days prior to making changes in location, which will affect the Department's ability to contact the Provider by telephone, email, U.S. Mail or facsimile transmission.

c. Equipment

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform under, and/or conduct and complete the contract including but not limited to computers, telephones, vehicles, copier and fax machines including supplies and maintenance as well as needed office supplies.

4. Deliverables

a. Service Units

The Provider agrees to deliver the service units specified in **Exhibit A, Contract Service Prices-Initial 3 Year Period**, and **Exhibit B, Contract Service Prices - Renewal 3 Year Period**, for any subsequent renewal period.

b. Records and Documentation

- (1) The Provider shall maintain adequate records and supporting documentation applicable to all services, work, investigations, information queries, interviews, questionnaires, expenses, costs, etc., provided and performed pursuant to the requirements of this contract.
- (2) Unless a greater retention period is required by state or federal law, all documents pertaining to the this contract shall be retained by the Provider for a period of **six (6) years** after the termination of the contract or longer period as may be required by any renewal or extension of the contract. During the record retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost to the Department. The Department will provide data files in a readable format.
- (3) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a

result of an improper disclosure by the Provider of confidential records whether public record or not and promises to defend the department against the same at its expense.

- (4) **The Provider shall maintain all records required to be maintained pursuant to the contract in such a manner as to be accessible by the Department upon demand.**

c. Reports

- (1) The Provider agrees to submit to the Department the following reports in the format, frequency and number of copies as specified below:

	Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to Receive Reports
1	Monthly Invoice Exhibit C	Monthly	15 th of the month immediately following the month of service delivery	1 each	Contract Manager

- (2) Submit reports and invoices to the contract manager at the following address:

Department of Children and Families
 Contract Management Unit
 Attn: Eric Cadourat, Contract Manager
 400 W. Robinson Street, Suite S1118
 Orlando, Florida 32801

5. Performance Specifications

a. Performance Measures

- (1) **99%** of “Standard” level of Service of Process will be attempted and/or completed within 72 hours of receipt.
- (2) **99%** of the “Priority” level of Service of Process will be attempted and/or completed within 48 hours of receipt.
- (3) **99%** of the “Same Day” level of Service of Process will be attempted and/or completed within 24 hours of receipt.
- (4) **100%** of the “Affidavits of Service” will be provided to the Children’s Legal Service office no later than 24 hours of serving or attempting to serve documents.

b. Description of Performance Measurement Terms

- (1) Documents served. Document is served to the intended addressee or substitute per Task List description, Section C.9.
- (2) Documents Attempted to be Served. The Server made an effort to serve the document but was unable to contact the designated party due to incorrect information, incorrect address or no one was available to sign and accept the document.
- (3) Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- (4) Outputs - Process which measures the quality of services.

c. Performance Evaluation Methodology

- (1) Measuring Outcomes. The Department will measure the outcomes found in paragraph B.5., as follows:
 - (a) For the outcome measurement listed in paragraph B.5.a.(1):
Numerator – The total number “standard” service of process attempted and/or completed within 72 hours of receipt.

Denominator – The total number of requests for “standard” service of process.
 - (b) For the outcome measurement listed in paragraph B.5.a.(2):
Numerator – The total number “priority” service of process attempted or completed within 48 hours of receipt.

Denominator – The total number of requests for “priority” service of process.
 - (c) For the outcome measurement listed in paragraph B.5.a.(3):
Numerator – The total number “same day” service of process attempted or completed within 24 hours of receipt.

Denominator – The total number of requests for “same day” service of process.
 - (d) For the outcome measurement listed in paragraph B.5.a.(4):
Numerator – The total number Affidavits of Service provided no later than 24 hours after serving or attempting to serve the documents.

Denominator – The total number of requests for service of process.
- (2) By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to

meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance and the Provider fails to achieve compliance within the specified time frame; the Department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The Provider is solely responsible for performing to those items listed in the Task List, Section B.1.a., and shall be held accountable for the satisfactory and timely undertaking and performance of the tasks, services and activities listed herein.
- (2) The Provider shall request technical assistance from the Department when deemed necessary to facilitate compliance with these authorities. The Departments' failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of this contract.

b. Coordination with Other Providers/Entities

The Provider must successfully coordinate with the judicial court, law enforcement agencies, school districts and provider agencies in the performance of its duties under the terms and conditions of this contract.

Failure of other provider/entities, including subcontractors does not relieve the Provider of any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.

7. Department Responsibilities

a. Department Obligations

- (1) The Department shall provide (upon request), technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding process of service questions and other related topics.
- (2) The Department will provide the Provider with a listing of departmental staff contacts and telephone numbers, and shall update said list on a quarterly basis.

b. Department Determinations

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

c. Monitoring Requirements

- (1) The Department will monitor the Provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, *Contract Monitoring Operating Procedures*. The Provider will receive a written report from the Department within thirty (30) working days from the exit interview for an on-site monitoring, and within thirty (30) working days from completion for a desk review monitoring.
- (2) If the report indicates a need for corrective action, the Provider must develop and submit to the Department for approval, a corrective action plan within thirty (30) calendar days from the receipt of the Department's notification of the need for a corrective action plan.
- (3) The corrective action plan must be documented on the corrective action plan document, which is issued by the Department to the Provider concurrently with the final monitoring report. **The plan must include a timeline and identify the position responsible for correcting the deficiency.** Upon full implementation of all corrective actions, the Provider will be required to certify such to the Department. The determination of the adequacy of the provider's corrective action and the elements of the plan rests solely with the Department.

C. METHOD OF PAYMENT

1. Payment Clause

a. Project Funding

This is a multiple year fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of services provided in accordance with the terms of this contract for a total dollar estimated amount not to exceed \$ _____, subject to the availability of funds.

Initial Contract Period

Fiscal Year 2011-2012 \$ _____ (estimated)
Fiscal Year 2012-2013 \$ _____ (estimated)
Fiscal Year 2013-2014 \$ _____ (estimated)

Renewal Contract Period (if activated)

Fiscal Year 2014-2015 \$ _____ (estimated)
Fiscal Year 2015-2016 \$ _____ (estimated)
Fiscal Year 2016-2017 \$ _____ (estimated)

Grand Total \$ _____ (estimated)

b. Units of Service

The Provider shall be paid the units of service as identified in **Exhibit A, Contract Service Prices-Initial 3 Year Period**, and **Exhibit B, Contract Service Prices - Renewal 3 Year Period**, for any subsequent renewal period.

2. Invoice Requirements

a. Monthly Invoice

- (1) The Provider shall request payment through submission of a properly completed invoice utilizing **Exhibit C, Monthly Invoice**, along with any supporting documentation within fifteen (15) days following the end of the month for which payment is being requested. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.
- (2) Payment shall be authorized only for verifiable units of service on the invoice in accord with Exhibit C and other terms and conditions of this contract. Supporting documentation shall indicate the dates of services rendered and a copy of the execution of process, completed in accordance with Florida Statute 48.21, must be attached.

b. Invoice Processing Timeline

- (1) The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disapproval of proposed expenditures will result in rejection of the entire invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment.
- (2) The Provider will have five (5) days from the date of rejection of the initial invoice to correct and resubmit for payment.

c. Supporting Documentation

- (1) It is expressly understood by the Provider, that any payments due to the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all required supporting documents due from the Provider as a part of this contract and any adjustments thereto. The Department will return requests for payment, which cannot be documented with supporting evidence, to the Provider.
- (2) The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provisions can be maintained in accordance with Florida Statute 48.21.

D. SPECIAL PROVISIONS

1. Contract Renewal

This contract may be renewed for one term not to exceed three (3) years, or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

2. Court Venue

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

3. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

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

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

4. Confidentiality

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

The Provider agrees to maintain the confidentiality of all information, which is not a public record pursuant to Section 119.07 of the Florida Statutes. The Provider will not release any information to any individual without prior written permission from the Department. The Provider acknowledges that violation of applicable state and federal confidentiality restrictions may result in civil or criminal penalties.

5. Dispute Resolution

It is expected that the Provider and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting a contract.

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

6. Protected Health Information

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

- (a) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
- (b) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
- (c) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
- (d) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
- (e) The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
- (f) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
- (g) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- (h) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the Provider on behalf of the Department available for purposes of determining the provider's compliance with these assurances.

- (i) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the Department or received by the Provider on behalf of the Department, that the Provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

E. LIST OF EXHIBITS

EXHIBIT A – Contract Service Prices - Initial 3 Year Period (See sample Appendix VII)

EXHIBIT B – Contract Service Prices - Renewal 3 Year Period (See sample Appendix VII)

EXHIBIT C – Monthly Invoice

EXHIBIT C

MONTHLY - INVOICE

Children's Legal Service - Service of Process

Provider: John Doe, Inc.		Contract # <u>XX000</u>			
Address: Address City and State and Zip					
FEID#: <u>59-00000000X</u>					
Telephone: <u>352-xxx-0000</u>					
Reporting Period: _____ through _____					
Case #:	Date of Service	Description of Service	Address	Date Completed	Amount Billed
TOTAL					

I hereby certify that the above invoice is a true, accurate and correct reflection of the activities of this period; and that these expenditures reported are made only for items that are allowable and directly relate to the purposes of this referenced contract.

Signature of Provider Agency Official

Title of Provider Agency Official

Date: _____

APPENDIX XII

ATTACHMENT _____

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
<http://harvester.census.gov/fac/collect/ddeindex.html>
and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.
- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

CF 1120 (07/01/2009)

APPENDIX XIII

BID TABULATION FORM

Children's Legal Service - Service of Process

Vendor: _____

Title: Service of Process

Number: C18-09-EC-001

Opening Date: _____ Time: _____

Evaluator: _____ Date: _____

Instructions to Evaluators:

The Bid Tabulation Form shall be used to record each vendor's proposed bids prices. Bid prices for each service element by category and by fiscal year will be multiplied by a weighted factor to reveal the point value assigned to each bid submission package. The lowest and most cost beneficial bid to the Department - based and supported by all vendor submitted bid documents shall be selected for the "notice of intent to award".

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

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

EXHIBIT C

MONTHLY - INVOICE Children's Legal Service - Service of Process

Provider: John Doe, Inc. **Contract #** XX000

Address: Address
City and State and Zip

FEID#: 59-00000000X

Telephone: 352-xxx-0000

Reporting Period: _____ through _____

Case #:	Date of Service	Description of Service	Address	Date Completed	Amount Billed
TOTAL					

I hereby certify that the above invoice is a true, accurate and correct reflection of the activities of this period; and that these expenditures reported are made only for items that are allowable and directly relate to the purposes of this referenced contract.

Signature of Provider Agency Official

Title of Provider Agency Official

Date: _____

APPENDIX XIII - BID TABULATION FORM

ITB#: C18-09-NC-001

Service of Process

VENDOR: _____

EVALUATOR: _____ DATE: _____

FY 2011-2012
SERVICES WITHIN ORANGE, OSCEOLA AND SEMINOLE COUNTIES

FY 2012-2013

FY 2013-2014

		Service	Bid Price	Weight Factor	Points
Circuit 9	1	Same Day (24)		1	
	2	SD Bundled		1	
County	3	Priority (48)		1	
	4	Priority Bundled		1	
	5	Standard (72)		2	
	6	Std Bundled		2	
In State	7	Same Day (24)		1	
	8	SD Bundled		1	
	9	Priority (48)		1	
	10	Priority Bundled		1	
	11	Standard (72)		2	
	12	Std Bundled		2	
Out Of	13	Same Day (24)	N/A		N/A
	14	SD Bundled	N/A		N/A
State	15	Priority (48)		1	
	16	Priority Bundled		1	
	17	Standard (72)		2	
	18	Std Bundled		2	
				Total	<u>0.00</u>

		Service	Bid Price	Weight Factor	Points
		Same Day (24)		1	
		SD Bundled		1	
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		2	
		Same Day (24)		1	
		SD Bundled		1	
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		1	
		Same Day (24)	N/A		N/A
		SD Bundled	N/A		N/A
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		2	
				Total	<u>0.00</u>

		Service	Bid Price	Weight Factor	Points
		Same Day (24)		1	
		SD Bundled		1	
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		2	
		Same Day (24)		1	
		SD Bundled		1	
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		2	
		Same Day (24)	N/A		N/A
		SD Bundled	N/A		N/A
		Priority (48)		1	
		Priority Bundled		1	
		Standard (72)		2	
		Std Bundled		2	
				Total	<u>0.00</u>

APPENDIX XIII - BID TABULATION FORM

ITB#: C18-09-NC-001

Service of Process

FY 2014-2015
SERVICES WITHIN ORANGE, OSCEOLA AND SEMINOLE COUNTIES

FY 2015-2016

FY 2016-2017

	Service	Bid Price	Weight Factor	Points
1	Same Day (24)		1	
2	SD Bundled		1	
3	Priority (48)		1	
4	Priority Bundled		1	
5	Standard (72)		2	
6	Std Bundled		2	
7	Same Day (24)		1	
8	SD Bundled		1	
9	Priority (48)		1	
10	Priority Bundled		1	
11	Standard (72)		2	
12	Std Bundled		2	
13	Same Day (24)	N/A		N/A
14	SD Bundled	N/A		N/A
15	Priority (48)		1	
16	Priority Bundled		1	
17	Standard (72)		2	
18	Std Bundled		2	
	Total		<u>0.00</u>	

	Service	Bid Price	Weight Factor	Points
	Same Day (24)		1	
	SD Bundled		1	
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		2	
	Same Day (24)		1	
	SD Bundled		1	
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		1	
	Same Day (24)	N/A		N/A
	SD Bundled	N/A		N/A
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		2	
	Total		<u>0.00</u>	

	Service	Bid Price	Weight Factor	Points
	Same Day (24)		1	
	SD Bundled		1	
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		2	
	Same Day (24)		1	
	SD Bundled		1	
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		2	
	Same Day (24)	N/A		N/A
	SD Bundled	N/A		N/A
	Priority (48)		1	
	Priority Bundled		1	
	Standard (72)		2	
	Std Bundled		2	
	Total		<u>0.00</u>	

Grand Total of all Fiscal Year Sub-totals: 0.00