

Florida Department of Health  
Bureau of Emergency Medical Oversight

Request for Applications (RFA)

**DOH RFA # 15-008**

***Emergency Allergy Treatment Training Program***

Agency Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

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

Web Address: (If applicable) \_\_\_\_\_

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

BY AFFIXING MY SIGNATURE ON THIS APPLICATION, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFA TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications of this RFA.

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

Authorized Signature (Typed or Printed) and Title: \_\_\_\_\_

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

This grant opportunity is not subject to section 120.57(3), Florida Statutes.

DISCLAIMER NOTE: The receipt of applications in response to this publication does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Department of Health.

**Emergency Allergy Training Program RFA Timeline**  
 Applicants must adhere to the RFA timeline as specified below.

| Schedule   | Due Date                             | Location  |
|--|--------------------------------------|---|
| Request for Applications released                    | April 11, 2016                       | Department of Health Grant Funding Opportunities Website:<br><a href="http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html">http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html</a><br>Vendor Bid System:<br><a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a> |
| Questions submitted in writing.                      | Prior to 5:00 P.M.<br>April 25, 2016 | Submit to:<br>Florida Department of Health<br>Ina Leinas, EMS Education Coordinator<br>Bureau of Emergency Medical Oversight/EMS<br>4052 Bald Cypress Way, Bin A22<br>Tallahassee, FL 32399-1722<br>Telephone: 850-245-4440 extension 2752  |
| Written answers to questions to be placed on website | April 29, 2016                       | Department of Health Grant Funding Opportunities Website:<br><a href="http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html">http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html</a><br>Vendor Bid System:<br><a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a> |
| Applications due (no faxed or emailed applications)  | May 9, 2016                          | <u>For U. S. Mail:</u><br>Florida Department of Health<br>Ina Leinas, EMS Education Coordinator<br>Bureau of Emergency Medical Oversight/EMS<br>4052 Bald Cypress Way, Bin A22<br>Tallahassee, FL 32399-1722<br><br><u>For Overnight Shipping (Physical Address):</u><br>Ina Leinas, EMS Education Coordinator<br>Bureau of Emergency Medical Oversight/EMS<br>4042 Esplanade Way, Second Floor, Room 240D<br>Tallahassee, FL 32399-1722                                |
| Anticipated evaluation of applications               | May 16, 2016                         | Review process begins   |
| Anticipated award date                               | May 20, 2016                         | Department of Health Grant Funding Opportunities Website:<br><a href="http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html">http://www.floridahealth.gov/provider-and-partner-resources/getting-involved-in-public-health/grant-funding/index.html</a><br>Vendor Bid System:<br><a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a> |
| Anticipated contract begin date                      | June 1, 2016                         | Selected applicants begin implementing  |

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## **SECTION 1.0 INTRODUCTION**

### **1.1 Statement of Purpose**

The purpose of this RFA is to solicit applications from parties with the ability to provide emergency allergy treatment educational training programs to persons seeking a certificate of training from the Department of Health.

### **1.2 Term**

The initial term of any contract resulting from this RFA will be five years, beginning on or about June 1, 2016, through May 31, 2021. Contracts resulting from this grant are renewable for one additional term of five years, as mutually agreed to and are dependent on performance and availability of funds. .

### **1.3 Notice and Disclaimer**

The Emergency Allergy Treatment Training Program (the “program”) is governed by section 381.88, Florida Statutes. Awards under this program are not purchases of services or commodities governed by Chapter 287, Florida Statutes. Contract awards, if any, will be determined by the Department in accordance with the program, as described in this RFA.

Contract awards will be determined by the Department at its sole discretion based on the quality of the applications. The Department reserves the right to award one or multiple contracts, or to not award any contracts, if it deems it in the best interest of the state of Florida and the Department. The Department reserves the right to negotiate with applicants prior to the award of a contract. An applicant may decline the modified contract award or may request a commensurate modification in the scope of the project.

NOTE: The receipt of applications in response to this publication does not imply, or guarantee, that any one or all qualified applicants will result in a contract with the Department.

### **1.4 Definitions**

**Applicant:** Person, group, or entity submitting a response to this RFA.

**Application:** Written response to this RFA.

**Certificate of Training:** A document that is issued by the Department to persons meeting the requirements of section 381.88(6), Florida Statutes.

**Provider:** An entity or individual who the Department enters into a contract with to offer emergency allergy treatment educational training programs as outlined in section 381.88(5), Florida Statutes.

**Student:** A person who participates in an educational training program for emergency allergy treatment as provided in section 381.88, Florida Statutes.

## **SECTION 2.0 PROGRAM OVERVIEW**

### **2.1 Statement of Need and Program Purpose**

The Department will contract with approved entities to offer emergency allergy treatment educational training programs.

### **2.2 Programmatic Authority**

Provider must comply with all applicable Federal and state laws, related to emergency allergy treatment educational training programs pursuant to this RFA and section 381.88, Florida Statutes.

### **2.3 Scope of Service**

Provider will conduct emergency allergy treatment trainings using a curriculum, which includes, at a minimum, the recognition of the symptoms of systemic reactions to food, insect stings and other allergens; and the proper administration of an epinephrine auto-injector.

### **2.4 Task List: Provider will perform the following tasks:**

- 2.4.1 Develop a curriculum, which includes, at a minimum how to recognize the symptoms of systemic reactions to food, insect stings and other allergens; and the proper administration of an epinephrine auto-injector. Develop a post-test that tests a student's knowledge of the curriculum.
- 2.4.2 Offer training to persons who are 18 years of age or older who have or reasonably expect to have, as a result of occupational or volunteer status, responsibility for or contact with at least one other person who may have severe allergic reactions. Training costs must not exceed \$50.00 per person trained.
- 2.4.3 Issue a certificate of training to each person who successfully completes the training program's post-test with a minimum score of 70 percent.
- 2.4.4 Develop and establish a system of record keeping for all persons that successfully complete the training, including, at a minimum, a program title, a course outline, course objectives, a roster of students, and dates completed. Submit a roster of students that have completed training to the Department within 14 days after completion of the training

## **SECTION 3.0 TERMS AND CONDITIONS OF SUPPORT**

### **3.1 Eligible Applicants:**

Nationally recognized organizations experienced in training laypersons in emergency health treatment or entities or individuals approved by the Department as provided in section 381.88(5), Florida Statutes.

## **SECTION 4.0 APPLICATION INSTRUCTIONS**

### **4.1 Application Content**

Applications must address all sections of the RFA in the order presented and in as much detail as requested.

### **4.2 Title Page**

1. RFA number
2. Title of Application
3. Legal name of the individual or organization (applicant's legal name)
4. Mailing address, including city, state, and zip code
5. Telephone number, fax number, and e-mail address of the person who can respond to inquiries regarding the Application
6. Website address (if applicable)

### **4.3 Approach to Performing Service**

The Application should include a section to provide insight into the Applicant's approach to providing the services. Applicants should address all areas of work within the Task List, (Section 2.4). An Applicant's technical approach should demonstrate a thorough understanding and insight into conducting emergency allergy treatment training.

In addition, Applicant should submit copies of the following:

1. Course curriculum
2. Certificate or letter that is to be issued to each person who successfully completes the training program's post-test with a minimum score of 70 percent.
3. A sample of the training program's post-test

### **4.4 Experience**

The application must include:

1. Contact information for two organizations or entities the applicant has provided services similar to those requested in this RFA. The Department reserves the right to contact all organizations or entities to verify the information provided. The Department will make only two attempts to contact each organization or entity.
2. A curriculum vita or resume for each instructor that the applicant will use in its training which confirms that the instructor is currently :
  - a physician licensed under Chapters 458 or 459, Florida Statutes;
  - a registered nurse licensed under Chapter 456, Florida Statutes; or
  - a paramedic certified under Chapter 401, Florida Statutes
3. Or evidence that the Applicant is a nationally recognized organization experienced in training laypersons in emergency health treatment.

#### 4.5 Order of Submission

The application must address each section in as much detail as requested and necessary, avoiding the inclusion of extraneous information. Applicants must submit all items in the following order:

1. Title Page
2. Approach to Performing Service
3. Experience
4. Training personnel credentials

### **SECTION 5.0 SUBMISSION OF APPLICATION**

This section describes the manner in which to submit an application. Failure to submit all information requested may result in the application being considered non-responsive and therefore, not evaluated.

#### 5.1 Cost of Preparation

Neither the Department nor the state of Florida is liable for any costs incurred by an applicant responding to this RFA.

#### 5.2 Instructions for Submitting Application

- Applicants are required to complete, sign and return the “Title Page” with the Application submittal.
- Applications may be sent by U.S. mail, courier, or hand-delivered to the location identified in Section 5.5.
- The Department is not responsible for improperly marked Applications.
- It is the responsibility of the applicant to ensure the Application is submitted to the correct office.
- Submitted applications and supporting materials will become the property of the state of Florida.

#### 5.3 Application Deadline

Applications must be received by May 9, 2016. Applications sent by courier or hand-delivered are considered timely submitted if they are received by the Department’s Bureau of Emergency Medical Oversight/EMS on or before 3:00 p.m. Eastern Time on May 9, 2016. Applicants are encouraged to submit their applications early.

#### 5.4 Receipt of Applications

Applications will be screened upon receipt. Applications that are not timely submitted will not be evaluated. Faxed or emailed applications will not be evaluated. Applications that are not complete, or that do not conform to or address the criteria of the program may not be evaluated.



## 5.5 Contact Person and Application Delivery Instructions

### **For U.S. Mail:**

Florida Department of Health  
Ina Leinas, EMS Education Coordinator  
Bureau of Emergency Medical Oversight/EMS  
4052 Bald Cypress Way, Bin A22  
Tallahassee, FL 32399-1722  
Ina.Leinas@flhealth.gov

### **For Overnight Shipping (Physical Address):**

Florida Department of Health  
Ina Leinas, EMS Education Coordinator  
Bureau of Emergency Medical Oversight/EMS  
4042 Bald Cypress Way, Floor 2, Room 240D  
Tallahassee, FL 32399-1722  
Ina.Leinas@flhealth.gov

## 5.6 Applicant Inquiries and Questions

Written questions related to this RFA may be sent to the contact person identified in section 5.5 by the time specified in the RFA Timeline. Questions may be sent by e-mail, fax, or hand-delivery.

## 5.7 Addenda

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

## **SECTION 6.0 APPLICATION EVALUATION PROCESS AND CRITERIA**

### 6.1 Introduction

The Department reserves the right to accept or reject any and all Applications, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Application not submitted in the manner specified by this RFA.

### 6.2 Evaluation Criteria

The Department will evaluate timely, acceptable Applications against all evaluation criteria set forth in Attachment II in order to determine the Applications most advantageous to the Department.

## **SECTION 7.0 SPECIAL CONDITIONS AND CONTRACT PROVISIONS**

### **7.1 Department Responsibilities**

1. The Department will maintain and make available on its website a list of approved emergency allergy treatment training programs.
2. The Department will maintain a database of individuals certified in emergency allergy treatment.

### **7.2 Licenses, Permits and Taxes**

Provider must pay for all licenses, permits, and taxes required to operate in the State of Florida. Also, Provider must comply with all applicable federal, state and local laws, ordinances, codes, regulations, action transmittals, program instructions and other requirements at no cost to the Department.

### **7.3 Department Determinations**

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

### **7.4 Notice of Award**

The successful applicants will enter into a contract with the Department and are required to register with the MyFlorida MarketPlace at:

[www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace).

The Department reserves the right to revise proposed plans and negotiate final funding prior to finalizing the contract. Awards will be posted at:

[http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) on or about May 20, 2016.

### **7.5 Renewal**

Any contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed five years or the term of the original contract, whichever is longer. Any renewal is contingent upon satisfactory performance evaluations by the Department.

### **7.6 Standard Contract**

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

Use of the Standard Contract is mandatory for Department contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at: [http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing\\_documents/DOH-Standard-Contract.pdf](http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing_documents/DOH-Standard-Contract.pdf)

CFDA No.  
CSFA No.

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

Client  Non-Client  
 Multi-County

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

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

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

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. The Department will consider employment of unauthorized aliens a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a. Such violation will be cause for unilateral cancellation of this contract by the Department. Provider must utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319 and 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R., chapter 60.
  - h. Provider and any subcontractors must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-8084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
  - i. HIPAA: Where applicable, Provider will comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services at 45 C.F.R. parts 160 and 164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively "HIPAA."
  - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes must be performed through this website; however, if Provider needs to change its FEID, it must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
  - k. If Provider is determined to be a subrecipient of federal funds, Provider will comply with the requirements of the American

Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the Department, Provider will, at its expense, cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To provide a financial and compliance audit to the Department as specified in Attachment \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor, if applicable.
6. To ensure these audit and record keeping requirements are included in all approved subcontracts and assignments.
7. If Exhibit 2 of this contract indicates that Provider is a recipient or subrecipient, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
  - b. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) Allowable under the contract and applicable laws, rules and regulations;
    - 2) Reasonable; and
    - 3) Necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Financial Report. Within 45 days of end of each year of the contract, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract. Each report must include a statement signed by an individual with legal authority to bind recipient or subrecipient certifying that these expenditures are true, accurate and directly related to this contract.
  - d. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
8. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that ordinarily and necessarily would be required by Provider in order to perform the service. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency. The Department may unilaterally terminate this contract if Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
9. Cooperation with Inspectors General: To the extent applicable, the Provider acknowledges and understands they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055 (5), Florida Statutes.

- D. Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients and employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring it, at its sole and exclusive direction, may provide Provider with a written report, require corrective action or take other actions including the withholding of payments, and termination of this contract for cause.
- E. Indemnification**
1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
  2. Provider's inability to evaluate liability or its evaluation of liability will not excuse Provider's duty to defend and indemnify within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
  2. Provider will be responsible for all work performed and all expenses incurred with the project. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Provider, at its expense, will defend the Department against such claims.
  3. The Department will 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 prior written notice to Provider.
  4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to Provider by the Department. In the event that Provider or its independent auditor discovers that overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.
- J. Transportation Disadvantaged**
- If clients are to be transported under this contract, Provider will comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code Chapter 41-2. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc.: Any articles which are the subject of, or are required to carry out this contract will be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and section (4), Florida Statutes. For purposes of this contract, Provider will be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content: It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of sections 403.7065 and 287.045, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
  - a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
  - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
  - c. Provider will receive a credit for any Transaction Fee paid by Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**L. Civil Rights Requirements**

Civil Rights Certification: Provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**M. Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

**N. Sponsorship:** As required by section 286.25, Florida Statutes, if 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 will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as the name of the organization.

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

**P. Use of Funds for Lobbying Prohibited:** To comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

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

1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list

following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

#### **R. Patents, Copyrights, and Royalties**

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101 are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon 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 years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the Department's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT), offered by the Florida Department of Financial Services... Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from the Department of Financial Services.

**Information Security:** Provider must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.

## **II. METHOD OF PAYMENT**

**A. Contract Amount:** The Department agrees to pay Provider for the satisfactory completion of Deliverables in accordance with Attachment I in an amount not to exceed \_\_\_\_\_, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

#### **B. Contract Payment:**

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the



invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

**III. PROVIDER CONTRACT TERM**

**A. Effective and Ending Dates:** This contract shall begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It will end on\_\_\_\_\_.

**B. Termination**

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' notice in writing to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach: This contract may be terminated for Provider's non-performance upon no less than 24 hours' notice in writing to Provider. If applicable, the Department may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**PROVIDER:** \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**

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

**PROVIDER FISCAL YEAR ENDING DATE:** \_\_\_\_\_

## ATTACHMENT II

### EVALUATION TEAM CRITERIA

#### DOH RFA 15-008

This evaluation sheet will be used by the Evaluation Team to assign scores to all applications that were evaluated and designated as responsive. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

Point Value: In the Point Value column, zero is the lowest possible score and the number indicated in this column is the highest possible. **A minimum score of 75 will be required to be an approved provider under this solicitation.**

| <b>RFA<br/>Question<br/>Number</b> | <b>Question</b>  | <b>Point Value<br/>zero is lowest<br/>possible and<br/>the number<br/>indicated in<br/>this column is<br/>the highest<br/>possible</b> | <b>Points<br/>Awarded<br/>Total<br/>number of<br/>points<br/>given by<br/>the<br/>evaluation<br/>team<br/>member</b> |
|------------------------------------|--|--|--|
| 1.                                 | How well does the course curriculum meet the minimum requirements of section 381.88(5), Florida Statute?   | 0-20   |  |
| 2.                                 | Is the training being conducted by a qualified physician, registered nurse, paramedic or nationally recognized organization experienced in training layperson in emergency health treatment and to what extent is that documented? | 0-20   |  |
| 3.                                 | Does the application specify training program costs will not exceed \$50.00 per person trained?  | 0-10   |  |
| 4.                                 | Does the application specify evidence that certificates or letters of training/completion will only be issued to individuals who successfully completing the course post-test with a score of 70 percent or higher?                | 0-10   |  |
| 5.                                 | How well does the application demonstrate the approach to performing services?   | 0-20   |  |
| 6.                                 | How well does the application define its records management system?  | 0-10   |  |
| 7.                                 | How well does the application demonstrate the ability to provide services described in this RFA?   | 0-10   |  |

**ATTACHMENT III**  
**REQUIRED CERTIFICATIONS**

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

SPECIFICATIONS BY AFFIXING MY SIGNATURE ON THIS

APPLICATION, I HEREBY STATE THAT I  
HAVE READ THE ENTIRE *RFA 15-008* TERMS, CONDITIONS, PROVISIONS  
AND

SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify  
that my company, its employees, and its principals agree to abide to all of the  
terms, conditions, provisions and specifications during the competitive  
solicitation and contracting process(if applicable) including those contained in  
the attached Standard Contract/Direct order. (Attachment III). \*\*

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

responsive.

For: **DEPARTMENT OF HEALTH**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legality:  
Office of the General Counsel

By \_\_\_\_\_

Date \_\_\_\_\_