STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
NORTH EAST FLORIDA STATE HOSPITAL

REQUEST FOR PROPOSAL
Contractual Service for Resident Tracking System

FY 2011-2012
RFP-201112- R TS

Approved by: SIGNATURE IS ON FILE    Date:
Joseph A. Infantino
Mental Health Hospital Administrator
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION A. INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>SECTION B. REQUEST FOR PROPOSAL PROCESS</td>
<td>6</td>
</tr>
<tr>
<td>SECTION C. MINIMUM PROGRAMMATIC REQUIREMENTS</td>
<td>14</td>
</tr>
<tr>
<td>SECTION D. FINANCIAL SPECIFICATIONS</td>
<td>21</td>
</tr>
<tr>
<td>SECTION E. INSTRUCTIONS TO VENDORS</td>
<td>23</td>
</tr>
<tr>
<td>SECTION F. PROPOSAL EVALUATION CRITERIA AND RATING</td>
<td>26</td>
</tr>
<tr>
<td>APPENDIX I. STATE OF FLORIDA PUR 1000</td>
<td>27</td>
</tr>
<tr>
<td>APPENDIX II. PROPOSAL TITLE PAGE</td>
<td>38</td>
</tr>
<tr>
<td>APPENDIX III. VENDORS STATEMENTS AND CERTIFICATIONS</td>
<td>39</td>
</tr>
<tr>
<td>APPENDIX IV. PROOF OF SIGNATURE AUTHORITY</td>
<td>40</td>
</tr>
<tr>
<td>CONFLICT OF INTEREST STATEMENT (Non-Collusion)</td>
<td></td>
</tr>
<tr>
<td>APPENDIX V. VENDOR’S SUBMITTAL REQUIREMENTS</td>
<td>41</td>
</tr>
<tr>
<td>(Mandatory Criteria)</td>
<td></td>
</tr>
<tr>
<td>APPENDIX VI. CERTIFICATION OF A DRUG FREE WORKPLACE</td>
<td>42</td>
</tr>
<tr>
<td>APPENDIX VII. RFP EVALUATION SUMMARY SHEET</td>
<td>43</td>
</tr>
<tr>
<td>APPENDIX VIII. PROPOSAL PRICE SHEET</td>
<td>44</td>
</tr>
<tr>
<td>APPENDIX IX. RESPONSE TO PROPOSAL RFP REGISTRATION</td>
<td>45</td>
</tr>
<tr>
<td>(Notice of Intent to Submit Proposal)</td>
<td></td>
</tr>
<tr>
<td>APPENDIX X. EVALUATION CRITERIA- INSTRUCTIONS TO</td>
<td>46</td>
</tr>
<tr>
<td>EVALUATORS</td>
<td></td>
</tr>
<tr>
<td>APPENDIX XI. EVALUATION INFORMATION-SUMMARY OF RATING</td>
<td>48</td>
</tr>
<tr>
<td>APPENDIX XII. POINT VALUES FOR EVALUATION CRITERIA</td>
<td>49</td>
</tr>
<tr>
<td>APPENDIX XIII- XVII RATING SHEETS FOR THE RFP</td>
<td>50-55</td>
</tr>
</tbody>
</table>
A. Introduction

Northeast Florida State Hospital (NEFSH), operated by the Department of Children & Families is situated on 310 acres of land and is comprised of 44 major buildings. With the exception of electricity and sewage treatment, the hospital is self-sufficient as it operates its own water and heating system. Northeast Florida State Hospital (NEFSH) currently operates 633 beds and currently serves 36 of the 67 counties in Florida.

Since 1959, Northeast Florida State Hospital (NEFSH) has provided continuous service to people whose mental health needs cannot be met in community-based programs or whose assessed needs require a residential treatment environment with specialized programs and services that promote the successful return of individuals into community living. The facility also serves as a key component in an integrated continuum of mental health treatment and care service for northeast and central Florida.

1. Statement of Need

Northeast Florida State Hospital has an immediate need for a RTS as described in this Request for Proposal.

2. Statement of Purpose

The purpose of this Request for Proposal (RFP) is to procure a RTS that will allow NEFSH staff to track clients around the perimeter of the campus.

3. Terms of Agreement

This project must be completed prior to June 30, 2012. The successful Contractor will have to agree to have this completed project on or before June 30, 2012.

4. Definitions

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1.1 Breach of Contract: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract resulting from this RFP.

1.2 Contract: The agreement resulting from this RFP between the winning Submitter and the Department.
1.3 Comprehensive Contract Monitoring: An in-depth contract compliance monitoring conducted a minimum of once per year by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the Contract, and to evaluate overall service delivery. Frequency of monitoring will be at the discretion of the Contract Manager or designee.

1.4 Contract Non-Compliance: Failure to meet or comply with any requirement or term of the Contract.

1.5 Contractor: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

1.6 Department: The State of Florida, Department of Children and Families, Northeast Florida State Hospital is referred to in this RFP document as “the Department”.

1.8 Desirable Conditions: The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.

1.9 General Population: As used in this RFP, refers to the population of clients who are allowed normal movement within an institution.

1.10 HIPAA: Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated there under.

1.11 Clients: All persons, male and female, adult and minor, residing in institutions, or admitted or committed to the care and custody of the Department. This term encompasses all persons residing at NEFSH.

1.12 Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the Submitter to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.13 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Submitters. The
use of shall, must or will (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Submitter over other Submitters, or has a potentially significant effect on the quantity or quality of items or services proposal, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

1.14 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the Submitter an advantage or benefit not enjoyed by the other Submitters or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a proposal.

1.15 Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

1.16 Responsive Proposal: A proposal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

1.17 Subcontract: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department under the terms of the Contract resulting from this RFP.

1.18 Successful Submitter/Contractor: The entity that will be performing as the Contractor under any contract resulting from this Request for Proposal.

1.19 Provider: The successful vendor providing services under a contract as a result of this RFP. Synonymous with contractor.

1.20 Vendor, Offeror and Submitter: A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP.

1.21 Solicitation Conference - A meeting held by the Department with interested vendors to answer questions concerning an RFP.

1.22 Northeast Florida State Hospital means NEFSH

1.23 RTS means Residents Tracking Systems
B. Request for Proposal Process

1. Contact Person

NEFSH Purchasing Office is issuing this RFP. The Procurement Manager and sole point of contact for this RFP is:

Larry Mosley
Director of Purchasing
Northeast Florida State Hospital
Building 19
7487 South State Road 121
Macclenny, FL 32063
904-259-6211 x 1119 (voice)
904-259-8497 (facsimile)

2. Posting

All notices, decision and intended decisions and other matters relating to the procurement will be electronically posted on the Florida Department of Management Services’ Vendor Bid System (VBS) website at http://vbs.dms.state.fl.us/vbs/main_menu

3. Vendor Disqualifications

To be disqualified as a vendor under this provision, the vendor must have:

   a. previously failed to satisfactorily perform in a Contract with the Department, been notified by Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department,

   b. Detailed information regarding additional disqualifying criteria is found in PUR 1000, Appendix I.

4. Limitations on Contacting Departmental Personnel

   (a) Prospective vendors or persons acting on their behalf may not contact, between the release of this RFP and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following the Department's posting of the notice of intended award, Department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in Section B.1. above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown.
(b) Violation of the provisions of Section B.4. of this RFP will be grounds for rejecting a response, if determined by the Department to be material in nature. Violation of Section B.4. is material in nature if the contact (oral, electronic, or written):

(1) is heard or read by a person, prior to the completion of that person’s final duties under this RFP, which person is responsible for reviewing, evaluating, scoring, ranking, or selecting vendors under this RFP, or for advising any such person;

(2)(i) advocates for the selection of the prospective vendor, the disqualification of any other prospective vendor, or the rejection of all proposals; (ii) comments on the qualifications of any proposal or the responsiveness of any proposal; (iii) presents additional information favorable to the prospective vendor or adverse to another prospective vendor; or, (iv) otherwise seeks to influence the outcome of this RFP; and

(3) may not be waived as a minor irregularity by virtue of the nature, intent, and extent of the information conveyed.

The foregoing does not preclude a determination by the Department that other forms of contact are material violations of the provisions of this RFP.

(c) All electronic and written communications referred to in this Section are subject to the public records law.

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### 5. Schedule of Events and Deadlines

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DUE DATE</th>
<th>TIME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise/Release RFP on MyFlorida.com</td>
<td>April 12, 2012</td>
<td>2:00 P.M.</td>
<td><a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
<tr>
<td>Receive Notice of Intent to Submit a Proposal</td>
<td>April 26, 2012</td>
<td>2:00 P.M.</td>
<td>Northeast Florida State Hospital 7487 South State Road 121 Macclenny, FL 32063</td>
</tr>
</tbody>
</table>
| Hold Solicitation Conference                       | April 26, 2012| 10:00 A.M. | Northeast Florida State Hospital 7487 South State Road 121  
Bldg #3, Conference Macclenny, FL 32063                                                     |
| Receive all inquiries                              | April 27, 2012| 3:00 P.M.  | Northeast Florida State Hospital 7487 South State Road 121  
Macclenny, FL 32063                                                                         |
| Respond to inquiries                               | April 30, 2012| 3:00 P.M.  | [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu) |
| Receive all sealed proposals                       | May 2, 2012   | 2:00 P.M.  | Northeast Florida State Hospital 7487 South State Road 121  
Macclenny, FL 32063                                                                         |
| Open proposals                                     | May 2, 2012   | 2:00 P.M.  | Northeast Florida State Hospital 7487 South State Road 121  
Bldg #1, Conference “B” Macclenny, FL 32063                                                     |
| Evaluation Team Initial Meeting                    | May 3, 2012   | 10:00 A.M. | Northeast Florida State Hospital 7487 South State Road 121  
Bldg #1, Conference “B” Macclenny, FL 32063                                                     |
| Evaluation Team Debriefing                         | May 3, 2012   | 2:00 P.M.  | Northeast Florida State Hospital 7487 South State Road 121  
Bldg #1, Conference “B” Macclenny, FL 32063                                                     |
| Post the Notice of Intent to Award                 | May 4, 2012   | 10:00 A.M. | [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu) |
| Anticipated effective date of Purchase Order       | May 8, 2012   | 10:00 A.M. |                                                     |

### 6. Notice of Intent to Submit Proposal

See Appendix IX for information.
7. Solicitation Conference

A mandatory pre-proposal conference is scheduled for May 26, 2012 at 10:00 A.M. (EST). The pre-proposal conference will be held at:

Northeast Florida State hospital
7487 South SR 121
Building 3 – Conference Room
Macclenny FL 32063

Small Businesses, Certified Minority and Women’s Business Enterprises are encouraged to participate in any conferences, presolicitation, or pre-proposal meetings which are scheduled.

Failure to attend the mandatory pre-proposal conference will result in your proposal being rejected.

8. Inquiries

All inquiries must be in writing and must be submitted to:

Larry Mosley
Director of Purchasing
Northeast Florida State Hospital
Purchasing Department
Building 19
7487 South State Road 121
Macclenny, FL 32063
Email: larry_mosley@dcf.state.fl.us

All inquiries are to be made no later than the date and time provided in Section B.5 above. E-mails will be accepted. No faxes and telephone calls will be accepted for any reason. Vendor is responsible for delivery of inquiries to the Department. The Department is not responsible for any delays or technical difficulties/barriers to delivery of inquiries.

Responses to all inquiries, including written Departmental clarifications and/or addendums, if made to the RFP, will be made available through electronic posting on the MyFlorida.com website at:

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

9. Withdrawal of Proposal

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

10. Acceptance/Rejection of Proposals

Proposal Deadline
Replies must be received by the Department no later than May 2, 2012 at 2:00 P.M. Any reply submitted shall remain a valid offer for at least 90 days after the proposal submission date. No changes, modifications, or additions to the proposals submitted after the deadline for proposal opening has passed will be accepted by or be binding on the Department.

Receipt Statement
Proposals 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 retain one unopened original for use in the event of a dispute.

Right to Reject or to Waive Minor Irregularities Statement
The Department reserves the right to reject any and all replies 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 Request for Proposal terms and a condition, which does not affect the price of the proposal, or gives 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.

11. Notice of Award

Award shall be made to the vendor whose proposal is determined in writing by the Secretary or designee to be the most advantageous to the State, taking into consideration the evaluation results including cost and other criteria set forth in this RFP.

PROPOSAL EVALUATION AND AWARD PROCESS

11.1 EVALUATION AND AWARD PROCESS

The Department intends to award the contract to the responsible and responsive vendor or vendors whose proposal is determined by the Secretary or his designee to be the most advantageous to the state. The Department’s evaluators will develop a recommended ranking of all proposals determined to be responsive by the Procurement Manager. The Procurement Manager will
provide the Secretary or his designee the recommended ranking of the Department’s evaluators, along with his or her report and recommendation for final action. The Department will award the contract based on a final selection by the Secretary or his designee, who will consider the relative importance of price and other evaluation criteria set forth in Section B.5.1 of this solicitation. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Secretary’s or designee’s final decision and intent to award in accordance with ss. 120.57(3) (a), F.S. and Rule 60A-1.021, F.A.C.

11.2 APPLICATION OF MANDATORY REQUIREMENTS

11.2.1 The Procurement Manager will examine each proposal to determine whether the proposal meets the Mandatory Requirements specified in Section E.

11.2.2 A proposal that fails to meet the Mandatory Requirements will be deemed non responsive. No points will be awarded for meeting the Mandatory Requirements. The ranking will not be affected by meeting the Mandatory Requirements. An initial determination that a proposal meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

11.3 RECOMMENDATION OF EVALUATORS

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

11.3.2 The Department’s evaluators will evaluate each proposal in accordance with the instructions provided in Appendices X through XVII.

11.3.3 The Procurement Manager will develop a ranking in accordance with the instructions provided in Appendix X. This ranking will serve as the recommended ranking of the Department’s evaluators.

11.4 RECOMMENDATION OF THE PROCUREMENT MANAGER

After developing the recommended ranking per Section F, the Procurement Manager will provide to the Secretary or his designee a report on proposals deemed non responsive and, as to those deemed responsive, the scores of the evaluators, each vendor’s Average Total Score and the recommended ranking of the evaluators, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive proposals be deemed ineligible pursuant to the provisions of Section B.11.5.1.3.

11.5 SELECTION AND AWARD

11.5.1 The contract will be awarded to the responsible and responsive vendor or vendors whose proposal(s) is (are) determined in writing by the Secretary or his designee to be the most advantageous to the State, taking into consideration the following criteria:
### Point Values for Criteria

<table>
<thead>
<tr>
<th>Criteria Number</th>
<th>Description</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Did the submitter proposal provide protection for the RFID tag?</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>Does the potential vendor address the cost of RTS Services?</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>How well does the potential vendor demonstrate prior experience installing a Resident Tracking System?</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>The potential vendor must provide proof of 5 of years of experience.</td>
<td>20</td>
</tr>
<tr>
<td>5.</td>
<td>Database development should be performed in Microsoft SQL</td>
<td>5</td>
</tr>
</tbody>
</table>

**Bonus Points:** If vendor can complete the project on or before June 30, 2012 10

The maximum score for the proposal is **85** points.

The **Average Score for the proposal must meet a minimum score of forty-five (45) points of the total score.**

If the Average Score for the proposal does not meet the minimum score, then the vendor will not be eligible for a contract.

The Secretary or his designee will make the selection of the vendor(s) for an intended award of the contract.

11.5.1.1 The selection and award by the Secretary or his designee will be based on the criteria set forth in Section B.11.5.1 of this solicitation, taking into consideration the recommended ranking of the evaluators and the report and recommendation of the Procurement Manager.

11.5.1.2 No scoring by the Secretary or his designee will be required in arriving at this selection and award, but the Secretary or his designee will consider the relative importance of price and other evaluation criteria set forth in Section B.11.5.1 of this solicitation. The ranking by the evaluators shall serve as a recommendation only.

11.5.1.3 The Secretary or his designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the proposal.

11.5.2 The Department will electronically post the intended award of the contract by the Secretary or his designee in accordance with the terms of this RFP.

11.5.3 The Department reserves the right to reject any or all proposals received or to withdraw this RFP, even after award, if it is determined to be in the best interest of the Department to do so.

12. **Protest & Disputes**

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this solicitation shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the notice of
decision, or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

With respect to a protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term “the solicitation” includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in this solicitation), 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 s. 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 PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashier’s check, official bank check, or money order in the amount of the bond.

A notice of protest, formal protest and bond are “filed,” when received by the contact person listed in this solicitation. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., 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, F.S.

NOTE: Factors which can be taken into consideration when determining the amount of the contract include, but are not limited to, the following:
• The price of previous or existing contracts for similar contractual services.
• The amount appropriated by the Legislature for the contract.
• The fair market value of similar contractual services.
• The term of the contract.

C. Minimum Programmatic Requirements

1. General Statement

Northeast Florida State Hospital has a need for RTS for the clients at NEFSH.

2. Programmatic Authority

This Request for Proposal (RFP) is being issued under the authority of Section 20.19, Florida Statutes.

3. Scope of Service

The successful vendor will provide a RTS to NEFSH in operational order. The resulting Purchase Order is limited by availability of funding as appropriated by the State Legislature.

4. Major Program Goals

The major program goal is to provide RTS service fully install and operation prior to June 30, 2012.

5. Client General Description, Eligibility and Client Determination

This RFP is for a RTS for NEFSH to track residents located at the facility.

6. Task List

a. RTS will include the following:

Following a significant reportable event at Northeast Florida State Hospital (NEFSH) in 2011, both the Agency for Healthcare Administration and the Department of Children and Families leadership established expectations that every resident be accounted for throughout the 24 hour day. NEFSH has researched options for a system to track real-time resident movement on the 300 plus acre campus for this residential treatment facility. To ensure safety, but minimize staff resources devoted to monitoring individuals, NEFSH would like a system that automates the tracking process while providing the greatest sense of freedom for individuals
served. The goal of this project is to setup a Radio Frequency Identification (RFID) system that is based on checkpoints and thresholds at building exits to track the 613 persons in treatment. A real-life scenario is described below.

John Doe lives in building 32. He attends treatment in building 35A every Wednesday morning at 9:55am. The resident tracking system has a time threshold of 15 minutes defined. John walks out the door of building 32 at 9:38am headed toward building 35A. The system timestamps John’s record and marks him as “on the move” with building 32 as his last known location. At 9:54am, John has not shown up to building 35A, so Security is dispatched to find John and are given his last known location, the time he was last seen, and image and physical description. At 9:55am, he walks in the door of building 35A, Security is stood down, and he is marked as “safely in a building”. During the entire experience, Security has a monitor in their office that shows every resident on campus and what their current status is. If they are on the move, then a timer beside their name counts down to 0 from the defined threshold. A dashboard should allow them to view – at a glance and in real time – what the status of every resident on campus is.

This is planned to be a phased implementation with the first phase including living areas, treatment areas, and some worksites. The initial implementation of this project will be at 34 building locations (doorways). It is expected that there are 2 scanners located near each doorway so that direction of travel can be derived by the system. Also, the system should allow expansion into both additional doorways and exterior (broadcast) locations.

Requirements:

1. Application development platform is not defined.

2. Database development should be performed in Microsoft SQL.

3. The RFID tags should be active and sealed to protect against the elements and abuse.

4. The RFID scanners will run on our primary data network on their own subnet.

5. The database will get resident information from our internal Admission, Discharge and Transfer database.

6. The time threshold should be able to be defined by us at any time based on our current business need.
7. A dashboard should be created that shows – in real time, and at a glance – what the status of every resident on campus, who has crossed the threshold, who is close to crossing, etc.

8. The system should have several common reports such as:
   a. Residents who have crossed the threshold (and the number of times they have crossed it) in the last [PERIOD OF TIME].
   b. Living area (building) with the most threshold crossers.
   c. Average time it takes to travel between buildings.
   d. Median time it takes to travel between buildings.
   e. Number of times Security was notified in the last [PERIOD OF TIME].

9. A data dictionary (with field descriptions) and an Entity Relationship Diagram (ERD) should be provided so that custom reports can be created.

10. Onsite installation and 24 hour response time to system issues will be required as part of the ongoing maintenance contract.

11. We should have the option of using either clip-on tags, or a more permanently worn bracelet.

7. Task Limits

   RTS shall be limited by the Task listed above.

8. Staffing Levels

   The successful contractor shall have sufficient staff to complete the project on or before June 30, 2012.

9. Professional Qualifications

   a. Submitter shall submit sufficient evidences that their company have been in business for a minimum of 5 years.
10. Staffing Changes

The successful submitter will notify the Department’s Project Manager immediately of any change in the personnel. Staffing changes must receive prior approval by the Project manager.

11. Subcontractors

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Department’s Project Manager, to enter into written subcontract(s) for performance of certain of its functions under the agreement. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department’s security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

12. Service Delivery Location

The contractual services will be delivered at Northeast Florida State Hospital.

13. Changes in Location

The successful vendor will notify the Department in writing a minimum of seven (7) working days prior to making changes in business location that will affect the Department’s ability to contact the successful vendor by phone, email or facsimile transmission.
14. Equipment

The selected vendor will be responsible for supplying, at its own expense, all materials, supplies, equipment, labor and insurance necessary to provide a RTS.

15. Service Unit

A unit of service is defined as one installed and approved RTS completed no later than June 30, 2012.

16. Records and Documentation

Tracking records information shall be provided to the Information System Director or designee to protect the confidentiality of the clients located at NEFSH campus. These files are the official property of the Department.

17. Reports

To the extent that information is utilized in the performance of the resulting Direct Order or generated as the 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 public records and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by an interested person upon request as provided in subsection 119.01(2)(f), F.S. It is expressly understood that the successful vendor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the Direct Order which results from this ITB and entitles the department to unilaterally cancel the Direct Order agreement. The successful vendor will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful vendor for a period of six (6) years after the termination of the resulting Direct Order or longer as may be required by any renewal or extension of the Purchase Order. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the format determined by the department. The successful 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.

The successful contractor 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.

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

18. Performance Measures

**Performance Measurement Statement:**
By execution of the Direct Order the vendor hereby acknowledges and agrees that its performance under the Direct Order 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 Direct Order in the absence of any extenuating or mitigating circumstances. The existence of the extenuating or mitigating circumstances is the exclusive determination of the department.

19. Description of Performance Measurement Terms

There are no unique performance measure terms that require further definition

20. Vendor Unique Activities

a. If required by 45 CFR Parts 160, 162, and 164, the following provision shall apply 45 CFR 164.504(e) (2) (ii):
(1) The vendor hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this Contract, state or federal law.

(2) The vendor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract or applicable laws.

(3) The vendor hereby assures NEFSH that, if any PHI is received from NEFSH, or received by Vendor on NEFSH’s behalf, is furnished to the Vendor or his/her agents in the performance of tasks required by this Contract, those individuals or agents must first have agreed to the same restrictions and conditions that apply to the vendor with respect to such information.

(4) The vendor agrees to make PHI available in accordance with 45 CFR.164.524.

(5) The vendor agrees to make available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR.164.524.

(6) The vendor agrees to make available the information required to provide an accounting of disclosure in accordance with 45 CFR.164.524.

(7) The vendor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from NEFSH or created or received by the vendor on behalf of NEFSH available for purpose of determining the vendor’s compliance with these assurances.

(8) The vendor 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 NEFSH or received by the vendor on behalf of NEFSH that the vendor still maintains regardless of form. If not feasible, the protections of this Contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(9) A violation or breach of any of these assurances shall constitute a material breach of this Contract.

b. By execution of the resulting Request for Proposal, the vendor agrees to comply with all applicable Federal and State licensing standards and all
other applicable standards, criteria, and guidelines established by NEFSH.

c. Upon submission of this Proposal, the vendor shall submit a copy of current license and professional certification documents to the Procurement Manager. These documents shall become a part of the Department’s official procurement file for the successful vendor.

d. The Vendor will provide after-hours contact and procedures utilized to obtain immediate replacement staff.

22. Coordination with Other Vendors/Entities

The provider is responsible for coordinating services with the courts, with family members, hospital staff, and other providers/entities.

23. Department Obligations

Northeast Florida State Hospital will, as resources permit, provide if possible the following:

Appropriate storage space, unloading dock for product and a safe operating environment as may be reasonably needed for milk and dairy product to be delivered under the terms and conditions of this Purchase Order.

24. Department Determinations

NEFSH reserves all rights to approve or disapprove any terms and conditions related to these specifications. NEFSH reserves the right to make final determination regarding the acceptance of all required reports and deliverables, as well as the level to which performance measures in the resulting Purchase Order have been met.

25. Monitoring Requirements

The provider will be monitored in accordance with existing Departmental procedures (CFOP 75-8). In the event that procedures other than CFOP 75-8 are used, the provider will be monitored by the performance specifications identified in Section B.5.a-d above.

D. Financial Specifications

1. Funding Source

This contract is funded 100% by General Revenue funds.
2. Invoicing and Payment of Invoices

The Department shall pay the submitter for the delivery of service units provided in accordance with the terms and conditions of this Request for Proposal. This contract is supported 100% by General Revenue.

3. Cost Proposal

The vendor shall clearly present in the cost proposal the total cost for each unit of service, including all tasks outlined in Section C.6., Task List and in other terms and conditions indicated herein. A Submitter’s Price Sheet, Appendix VII, must be submitted that indicates the vendor’s proposed price for each of the time periods indicated.

4. 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, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), 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.

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.

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 Vendors

1. **Vendor Registration in MyFloridaMarketPlace.** No contracts may be awarded by any state agency to any vendor who is not registered in the MyFloridaMarketPlace eProcurement system unless exempted by Rule 60A-1.030(3), F.A.C. All vendors are responsible for submitting evidence of registration or proof of exemption by rule from registration, with any response to an RFP.

2. **General Instructions to Respondents - Form PUR 1001.** This form contains instructions explaining the RFP process and the actions necessary to respond to a solicitation. Additional materials and guidance specific to this RFP is included herein. The terms and conditions of this RFP 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 the RFP. By submitting a proposal, the vendor agrees to comply with all terms and conditions of the RFP. Failure to comply with all terms and conditions shall be grounds for rejecting the proposal. The PUR 1001 is included as Appendix VI.

3. **RFP Title Page.** Each copy of the proposal must include the title page, Appendix I, which contains the following information:

   (a) RFP number

   (b) Title of the Request for Proposal

   (c) Vendor’s name (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 RFP.

4. **Response to Introduction**

   The Proposal shall describe the vendor’s understanding of the Purpose of the RTS being sought.

5. **Response to RFP Mandatory Requirements**

   The proposal shall meet the Mandatory Criteria as listed in Appendix V, Vendor’s Submittal Requirements.
6. **Description of Approach to Performing Tasks Required by Task List in Section C. 6.**

   The proposal shall include a description of the vendor’s approach to performing the required tasks as outlined in the Task List and Task Limits sections C.6 and C.7. of this RFP. The proposal shall include a description of the vendor’s prior experiences in providing a RTS or similar services, including the types of services provided, numbers of years of experience, and a description.

7. **Description of Staffing and Organizational Capacity Required by Staffing levels and Professional Qualifications**

   The proposal shall include a description of the vendor’s proposed staffing pattern, its organizational capacity, and levels of professional qualifications of staff performing the RTS tasks listed herein.

8. **Description of Costs and Financial Capability**

   The proposal shall include a description of the cost elements that are included in its proposed price. The proposal shall also include documentation of the vendor’s financial capacity to operate and perform the required tasks. These may include prior audits or audited financial statements.

9. **Vendors’ Cross Reference Table**

   The proposal shall contain a cross-reference between the proposal and the RFP requirements in Sections C, D and E as indicated in the sample below.

<table>
<thead>
<tr>
<th>RFP / PROPOSAL CROSS-REFERENCE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP</td>
</tr>
<tr>
<td>-----</td>
</tr>
<tr>
<td>PAGE #</td>
</tr>
<tr>
<td>24</td>
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<tr>
<td>25</td>
</tr>
</tbody>
</table>

10. **Required Vendor’s Statements or Certifications.**

    a. **Acceptance of Contract Terms and Conditions.** The proposal must include a signed statement in reply to the RFP indicating acceptance of the terms and conditions governing the provision of services as specified in the RFP and contained in the resulting contract. See Appendix II.
b. **Statement of No Involvement.** The proposal must include a signed statement that neither the prospective vendor nor any person with an interest in the firm had a noncompetitive contract involving any of the preliminary work such as the feasibility study or preparing the RFP. See Appendix III.

c. **Proof of Signature Authority.** The proposal must include Proof of Signature Authority as indicated in Appendix V.

d. **Conflict of Interest Statement (Non-Collusion).** The proposal must contain a signed statement indicating that the vendor is submitting the Proposal without collusion as indicated in Appendix IV.

11. **Trade Secrets.** 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 RFP, 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.

12. **Cost of Preparation of Proposal.** The proposer is responsible for all proposal preparation costs. The Department or State of Florida is not liable for any costs incurred by a vendor responding to this RFP.

13. **Number of Copies Required.** The proposer must submit one original signed copy of the proposal and five copies of the proposal. The original signature must be that of an official of the vendor who is authorized to bind the vendor to its proposal.

14. **How to Submit a Proposal.**

   a. Proposals must be typed, single spaced, on 8-1/2 x 11” paper. Pages must be numbered in a logical, consistent fashion. The proposals must be bound and labeled.

   b. Proposal must be received by the Department by the deadline set forth in the Schedule of Events and Deadlines. See Section B.5 of this RFP. Late proposals will not be accepted. The vendor may choose, and is responsible for, the method of delivery to the Department except that facsimiles or electronic transmissions will not be accepted at anytime.

   c. Place only one copy of the proposal in each envelope.
d. Clearly mark each envelope "RFP-201112-RTS". Clearly mark the
“original” as such on the envelope.
e. Each envelope is to be sealed and addressed to:

Larry Mosley
Director of Purchasing
Northeast Florida State Hospital
7487 South State Road 121
Macclenny, FL 3206

15. **Other Required Information.** All proposals must be mailed or
delivered to the location indicated above prior to the designated time of
the proposal opening. Include the name, title, phone number, and
address of person who can respond to inquiries regarding the proposal
on the Proposal Title Page.

**F. Proposal Evaluation Criteria and Rating**

1. **Description of Rating Criteria.** The rating criteria for this RFP are
contained in Appendices XI through XVII.

2. **Identical or Tie Responses.** Whenever two or more responses are
determined to be identical, Rule 60-A-1.011, F.A.C. shall apply.
Preference shall be given to businesses with drug-free workplace
programs. A Certification of Drug-Free Workplace Program statement is
contained in Appendix VI. Established procedures for processing tie
proposals will be followed if none of the tied vendors has a drug free
workplace program.

3. The Department will appoint three (3) or more persons to evaluate the
proposals who collectively have experience and knowledge in the program
areas and service requirements for the contractual services being sought by
this solicitation. The Procurement Manager identified in Section B.1 of this
RFP, or that person’s designee, will screen the proposals for compliance
with the **Mandatory Requirements**, outlined in **Appendix V**. This is done
with another Department employee looking on to prevent any errors.
Proposals which do not meet the Mandatory Requirements will not be scored
by the evaluators.

4. The team of evaluators will follow the process outlined in Section B.11.3.
of this RFP using the Instructions and Criteria provided in Appendices X
through XVII.
Contents
1. Definitions.
2. Purchase Orders.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Supplier/Vendor’s Site.
8. Safety Standards.
10. Literature.
11. Transportation and Delivery.
12. Installation.
15. Invoicing and Payment.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
22. Termination for Convenience.
23. Termination for Cause.
25. Changes.
27. Purchase Order Duration.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Supplier/Vendor 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 Supplier/Vendor.

(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 Supplier/Vendor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1000 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, Supplier/Vendor 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 Supplier/Vendor, 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 Supplier/Vendor’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 Supplier/Vendor 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. Supplier/Vendors 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 Supplier/Vendor 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 Supplier/Vendor may conduct sales promotions involving price reductions for a specified lesser period. A Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor. 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 Supplier/Vendor’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 Supplier/Vendor 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 Supplier/Vendor’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 Supplier/Vendor 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.** Supplier/Vendors 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 Supplier/Vendor 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 Supplier/Vendor, 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 Contract or suspension.

12. **Installation.** Where installation is required, Supplier/Vendor 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. Supplier/Vendor’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. Supplier/Vendor shall protect the site from damage and shall repair damages or injury caused during installation by Supplier/Vendor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Supplier/Vendor shall promptly restore the structure or site to its original condition. Supplier/Vendor 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 Supplier/Vendor. The Supplier/Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Supplier/Vendor 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 Supplier/Vendor; and provide the Supplier/Vendor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Supplier/Vendor 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 Supplier/Vendor. Rejected product not removed by the Supplier/Vendor within ten days shall be deemed abandoned by the Supplier/Vendor, and the Customer shall have the right to dispose of it as its own property. Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor. If automatic deduction is not possible, the Supplier/Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Supplier/Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Failure to comply with these requirements shall constitute grounds for declaring the Supplier/Vendor in default and recovering reprocurement costs from the Supplier/Vendor in addition to all outstanding fees. SUPPLIER/VENDORS 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 Supplier/Vendor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Supplier/Vendors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Supplier/Vendor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be
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 Supplier/Vendor due to preparation errors will result in a delay in payment. Supplier/Vendors 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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor shall provide any type of information the Inspector General deems relevant to the Supplier/Vendor’s integrity or responsibility. Such information may include, but shall not be limited to, the Supplier/Vendor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor’s compliance with the terms of this or any other agreement between the Supplier/Vendor and the State which results in the suspension or debarment of the Supplier/Vendor. 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 Supplier/Vendor shall not be responsible for any costs of investigations that do not result in the Supplier/Vendor’s suspension or debarment.

19. Indemnification. The Supplier/Vendor 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 Supplier/Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor’s products or a Customer’s operation or use of Supplier/Vendor’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 Supplier/Vendor’s opinion is likely to become the subject of such a suit, the Supplier/Vendor 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 Supplier/Vendor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Supplier/Vendor 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 Supplier/Vendor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Supplier/Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Supplier/Vendor’s sole expense, and (3) assistance in defending the action at Supplier/Vendor’s sole expense. The Supplier/Vendor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Supplier/Vendor’s prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Supplier/Vendor under any Contract or purchase order, and regardless of the basis on which the claim is made, the Supplier/Vendor’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 Supplier/Vendor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained 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 Supplier/Vendor 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 Supplier/Vendor, retain such monies from amounts due Supplier/Vendor 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 Supplier/Vendor or its affiliates to the State against any payments due the Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Supplier/Vendor, 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 Supplier/Vendor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Supplier/Vendor, 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 Supplier/Vendor 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 Supplier/Vendor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Supplier/Vendor 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) proposal by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Supplier/Vendor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Supplier/Vendor 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 Supplier/Vendor. 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 Supplier/Vendor and the subcontractor, and without the fault or negligence of either, the Supplier/Vendor 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 Supplier/Vendor to meet the required delivery schedule. If, after termination, it is determined that the Supplier/Vendor 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 Supplier/Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Supplier/Vendor 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 Supplier/Vendor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Supplier/Vendor. In case of any delay the Supplier/Vendor believes is excusable, the Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE SUPPLIER/VENDOR’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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor, provided that the Supplier/Vendor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Supplier/Vendor 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 Supplier/Vendor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate proposals to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Vendor/Supplier 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 Supplier/Vendor no later than close of business on the last day of the Contract’s term to be considered timely. The Supplier/Vendor is obliged to fill those orders in accordance with the Contract’s
terms and conditions. Purchase orders received by the Supplier/Vendor 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 Supplier/Vendor, 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.

Supplier/Vendors 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 Supplier/Vendor will accept the order. However, if the Supplier/Vendor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Supplier/Vendor 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 Supplier/Vendor’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 Supplier/Vendor, 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 Supplier/Vendor 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 Supplier/Vendor’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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor of its intent to do so.

30. Antitrust Assignment. The Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Supplier/Vendor files with the Customer a petition for administrative hearing. The Customer’s decision on the petition shall be final, subject to the Supplier/Vendor’s right to review pursuant to Chapter 120 of the Florida
Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Supplier/Vendor'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 Supplier/Vendor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Supplier/Vendor 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 Supplier/Vendor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Supplier/Vendor. 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 Supplier/Vendor 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 Supplier/Vendor’s employees, subcontractors, or agents.

33. Security and Confidentiality. The Supplier/Vendor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Supplier/Vendor shall not divulge to third parties any confidential information obtained by the Supplier/Vendor 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 Supplier/Vendor shall not be required to keep confidential information or material that is publicly available through no fault of the Supplier/Vendor, material that the Supplier/Vendor 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 Supplier/Vendor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Supplier/Vendor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Supplier/Vendor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Supplier/Vendor'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 Supplier/Vendor 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 Supplier/Vendor. Upon request, the Supplier/Vendor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Supplier/Vendor shall not be interpreted as limiting the Supplier/Vendor’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 Supplier/Vendor 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 Supplier/Vendor’s ability to satisfy its Contract obligations. The Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Supplier/Vendor. No oral agreements or representations shall be valid or binding upon the Customer or the Supplier/Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Supplier/Vendor 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 Supplier/Vendor’s order or fiscal forms or other documents forwarded by the Supplier/Vendor for payment. The Customer’s acceptance of product or processing of documentation on forms
furnished by the Supplier/Vendor 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 Supplier/Vendor, 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 Supplier/Vendor, and Customer shall not be a party to any transaction between the Supplier/Vendor 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.
APPENDIX II

PROPOSAL TITLE PAGE

RFP-201112-RTS

Title of the proposal: RESIDENT TRACKING SYSTEM

Name of Company: ____________________________

Name of Individual Authorized for Company: ___________________________

Submit Proposal in a sealed envelope to:

Larry Mosley
Director of Purchasing
Northeast Florida State Hospital
Purchasing Department
Building 19
7487 South State Road 121
Maccleenny, FL 32063

Name, title, phone number, and address of person who can respond to inquiries regarding the proposal:

Name: __________________________________________________

Title: ____________________________________________________

Phone Number: ___________________________________________

Address: _________________________________________________

Date Submitted: __________________________________________

RETURN THIS PAGE
# APPENDIX III

**RFP-201112-RTS**

## VENDOR STATEMENTS AND CERTIFICATIONS

### a. Acceptance of Contract Terms and Conditions

<table>
<thead>
<tr>
<th>Type Name of Authorized Official:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

I, , as an authorized representative of , hereby agree that if awarded any Contract as a result of the Department of Children and Families Request for Proposal, it will comply with the requirements, terms, and conditions stated in the Request for Proposal and in the State of Florida, Department of Children and Families Standard Contract and attachments thereto. In recognition thereof, the vendor’s representative has read, understood, and agrees to comply with those requirements, terms and conditions and any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the proposal.

### b. Statement of No Involvement

<table>
<thead>
<tr>
<th>Type Name of Authorized Official:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

I, , as an authorized representative of , certify that no member of this firm, nor any person having interest in this 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.

RETURN THIS PAGE
a. Proof of Signature Authority

This Proposal shall include proof of signature authority if someone signs the Proposal other
President or Chairperson of the Board of Directors. This proof shall be one of the following:

1. A written statement by the President or Chairperson of the Board delegating authority to
   a particular person; or
2. A copy of the entity's by-laws reflecting signature authority to a particular position; or
3. A copy of the Board of Directors' meeting minutes that show action to delegate signature
   authority to a particular person or position.
4. A written statement by a university president delegating authority to the director of the
   division of sponsored research as provided in section 1004.22, Florida Statutes. In the
   case of a university outside Florida, a written statement by a university president setting
   out his authority to delegate and the name and title of person delegated authority.

If delegating signature authority, please complete the below and include the above
requested document.

<table>
<thead>
<tr>
<th>Type Name of President or Chairperson of the Board of Directors:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type Title of Person to Whom Signature Authority is Delegated:</td>
</tr>
<tr>
<td>Type Name of Person to Whom Signature Authority is Delegated:</td>
</tr>
</tbody>
</table>

b. Conflict of Interest Statement (Non-Collusion)

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

<table>
<thead>
<tr>
<th>Type Name of Authorized Representative:</th>
<th>Title:</th>
</tr>
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<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
APPENDIX V
Vendor’s Submittal Requirements

RFP-201112-RTS

Vendor’s Name: _____________________________

<table>
<thead>
<tr>
<th>Mandatory Requirements</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Was Proposal received by the time and date specified in the Request for Proposal?</td>
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<tr>
<td>Did the Proposal Title Page include the required names and contact information? (Appendix II)</td>
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<tr>
<td>Was a copy of the Vendor’s Price Sheet submitted with the proposal?</td>
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<tr>
<td>Did the vendor include the signed required Vendors Statements and Certifications (Appendix III)?</td>
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<tr>
<td>Did the vendor include Proof of Signature Authority (Appendix IV)?</td>
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<tr>
<td>Did the vendor include a signed Conflict of Interest Statement (Appendix IV)?</td>
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<tr>
<td>Did the vendor submit proof of registration in MyFloridaMarketPlace or proof of exemption to register in MyFloridaMarketPlace?</td>
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<tr>
<td>Did the vendor attend the mandatory Solicitation Conference?</td>
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<td>Used for Tie Breaker if necessary</td>
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<tr>
<td>Did the vendor provide a signed Certification of Drug-Free Workplace Program (Appendix VI)?</td>
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</table>

__________________________________________ _________________________________________
Name of Individual completing this sheet, title, date         Witness name, title, and date
CERTIFICATION OF A DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

a. 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.

b. 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.

c. Give each employee engaged in providing the commodities or contractual services, which are under proposal a copy of the statement specified in subsection (a).

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will apropo so 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

I, as an authorized representative of ______________________________
____________________________________________ hereby certify that my agency currently maintains
a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to
promote this policy through implementation of that section.

Name of Authorized Official: ___________________________________________

Signature: ___________________________________________________________

Title: _______________________________________________________________

Date: ________________________________________________________________

RETURN THIS PAGE
## APPENDIX VII

### RFP EVALUATION SUMMARY SHEET

RFP-201112-RTS

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>Total Points Received</th>
<th>RFP PRICE</th>
<th>Tie Response criteria submitted with RFP? Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendors are to be listed in rank order from most to least Total Points Received.

Opened by: ___________________ Tabulated by: ___________________ Verified by: ___________________
### APPENDIX VIII

RFP-201112-RTS
Proposal Price Sheet

<table>
<thead>
<tr>
<th>A. Item</th>
<th>QTY</th>
<th>Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Resident Tracking System</td>
<td>1</td>
<td>Job</td>
<td>$__________</td>
</tr>
</tbody>
</table>

The submitter must acknowledge that the job can be completed on or before June 30, 2012 by checking the space provided below:

Yes the job can be completed on or before June 30, 2012: _________________

No the job can be completed on or before June 30, 2012: _________________

Vendor’s Authorized Official: Typed Name: _______________________
Signature: _______________________
FEIN: _______________________

RETURN THIS PAGE
COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR FAX TO (904) 259-8497 NO LATER THAN April 12, 2012 @ 2:00 pm

RFP Number: RFP-201112-RTS

Title: Contractual Services for a Resident Tracking System

Date & Time of RFP Opening: May 2, 2012 @ 2:00 p.m.

Potential submitters should notify our office by returning this Proposal Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the NORTHEAST FLORIDA STATE HOSPITAL (NEFSH) PURCHASING OFFICE at (904) 259-8497, or mail to the address noted above.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE.

Notice of changes (addenda), will be posted on the Florida Vendor Proposal System at www.myflorida.com, under this proposal number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Proposal System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF CHILDREN & FAMILIES (DCF), then go to the bottom of the same page and click on “Initiate Search”).

It is the responsibility of all potential Submitters to monitor this site for any changing information prior to submitting RESPONSES.

Company Name: _________________________________________________
Contact Person: __________________________________________________
Address: _________________________________________________________
City, State, Zip: ___________________________________________________
Telephone: (_____) ______-_________ Fax Number: (_____) ______-_______
Internet e-mail Address: _____________________________________________

Signed: ___________________________________ Date:___________________

For further information on this process, you may contact Larry Mosley @ (904) 259-6211 x1119.
The following instructions will be given to all evaluators at the initial meeting of the evaluation team:

1. The Procurement Manager, identified in Section B.1 of this RFP, or his/her designee, screens the proposals for mandatory requirements (fatal criteria). This is done with another Department employee looking on to prevent error. As a result, the programmatic proposals, which you will evaluate, have already met the fatal criteria.

2. Upon receipt, the Procurement Manager, or his/her designee, will examine all proposals to determine whether the proposals are responsive prior to submitting the proposals to the appointed Evaluation Team.

3. Each evaluator shall fill out a Conflict of Interest Certification.

4. Prior to reviewing the programmatic proposals, each evaluator will read the RFP and become familiar with all requirements.

5. Each evaluator must independently evaluate each proposal. Only the rating scale included in the RFP solicitation document and its explanation may be used in determining the score for each criteria.

   Comparisons of one proposal to another are not permitted.

6. Proposals must be evaluated based upon the material within the proposal. You also may refer to the RFP; which will be provided to you during the initial meeting. No additional information may be used. No group discussions of the relative merits of any proposal will be allowed.

7. It is the vendor’s responsibility to present its proposal in a clear and understandable manner. You should not feel obligated to interpret responses to make them more valuable to the Department.

8. Evaluators may request assistance in understanding evaluation criteria and proposal responses only from the Procurement Manager. Technical assistance, if needed, will be provided by the Procurement Manager to all evaluators at the same time.

9. In filling out the RFP Rating Sheet, all raw scores must be assigned utilizing the scoring included with each criteria. Evaluators are to place a checkmark the line next to the points assigned for each criteria. Write the assigned points score in the Points Score blank and multiply that number by the weighted value to determine the **Total Score**. Any fractional values or missing scores will be returned for scoring.

10. In the box marked “References”, record the page number, section, and/or attachment number where the main information upon which you based your scores was found.
11. In the box marked “Notes”, record only a word or two that will remind you of what you were thinking when you chose the numerical score for the criteria related to that topic.

12. If you make an error, do not erase. Simply draw a single line through any errors or changes and write in your correct score, note, or reference and initial.

13. Following completion of the independent evaluations of the proposals, the Procurement Manager will hold a debriefing meeting with evaluators to record the evaluation scores. There will be no effort made to persuade you to change your score. No attempt will be made by the Department or anyone else to influence the evaluator’s scoring. If any attempt is made to do so the evaluator must immediately report that attempt to the Procurement Manager and, if the attempt is made by the Procurement Manager, to the Procurement Manager’s supervisor.

14. All evaluation team proposal copies, RFP copies and rating sheets will be turned in to the Procurement Manager at the end of the debriefing meeting. These documents will be filed with the procurement file.
Each of the criteria for this RFP has a score value and weighted value for a Total Points Score as indicated for each criteria.

**Superior:** Vendor demonstrated extensive competency, proven capabilities, and an outstanding approach to the delivery of services.

**Good:** Vendor demonstrated clear competency, consistent capability and a reasoned approach to the delivery of services.

**Adequate:** Vendor demonstrated fundamental competency, adequate capability and a basic approach to the delivery of services.

**Poor:** Vendor demonstrated little competency, minimal capability and has not adequately addressed an approach to the delivery of services.

**Omitted:** Vendor has so poorly responded or has not responded at all, that a clear understanding of the response is not possible.

The scores for each criteria are multiplied by the weighted values as described herein to derive the Total Proposal Score. The Total Proposal Score for all evaluators will be added together and averaged to generate the Average Score for each vendor. Vendors will be ranked based on the Average Scores.
Appendix XII

RFP-201112-RTS
EVALUATION INFORMATION
POINT VALUES FOR EVALUATION CRITERIA FOR THE PROPOSAL
RESIDENT TRACKING SYSTEM

<table>
<thead>
<tr>
<th>Criteria Number</th>
<th>Total Possible Score</th>
<th>Weighted Value</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The maximum score for the proposal is **85** points.

**The Average Score for the proposal must meet a minimum score of forty-five (45) points of the total score.**

If the Average Score for the proposal does not meet the minimum score, then the vendor will not be eligible for a contract award.
### Criteria Number 1, Sections C.9., C.21.c, and E.7.

<table>
<thead>
<tr>
<th>Did the submitter proposal provide protection for the RFID tags?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Considerations:</strong></td>
<td>How well does the proposal address the issue of protection of the RFID tags?</td>
</tr>
<tr>
<td>Points score</td>
<td></td>
</tr>
<tr>
<td>_____ 0) The proposal does not address RFID tag protection requirements.</td>
<td></td>
</tr>
<tr>
<td>_____ 1) The proposal does not adequately address RFID tag protection requirements.</td>
<td></td>
</tr>
<tr>
<td>_____ 2) The proposal adequately addresses RFID tag protection requirements</td>
<td></td>
</tr>
<tr>
<td>_____ 3) The proposal clearly addresses RFID tag protection requirements</td>
<td></td>
</tr>
<tr>
<td>_____ 4) The proposal provides a superior approach to meeting or exceeding RFID tag protection.</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL SCORE:

Total Possible Score: 20

Points Score: _____ x weighted value of 5= Total Score __________

### REFERENCES:

### NOTES:
## Criteria Number 2, Sections D.3. and E.8

**Does the potential vendor address the cost of RTS?**

**Considerations:**
Does the proposal provide sufficient detail to ensure the cost of service is fully understandable and justified?

- **1)** Costs of the services are very minimally described.
- **2)** Costs of the services are poorly described but many questions remain.
- **3)** Costs of the services are adequately addressed in the proposal.
- **4)** An above average description of the costs was provided in the proposal.
- **5)** Costs of the services were fully described in such detail as to leave no questions for the evaluators.

### TOTAL SCORE:
**Total Possible Score:** 10

**Total Score:** ______ × weighted values of 2 = ____________

### REFERENCES:

### NOTES:
### Criteria Number 3, Section E.6.

**How well does the potential vendor demonstrate prior experience installing a Resident Tracking System?**

**Considerations:**
Does the proposal provide sufficient detail to ensure that the submitter have the necessary experience requirement to installing a Resident Tracking System?

<table>
<thead>
<tr>
<th></th>
<th>Proposal description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Proposal does not address the potential vendor’s experience installing a Resident Tracking System.</td>
</tr>
<tr>
<td>1</td>
<td>Proposal gives a minimal description of the vendor’s experience installing a Resident Tracking System.</td>
</tr>
<tr>
<td>2</td>
<td>Proposal is adequate in its description of the vendor’s experience installing a Resident Tracking System.</td>
</tr>
<tr>
<td>3</td>
<td>Proposal describes an above average of the vendor’s experience installing a Resident Tracking System.</td>
</tr>
<tr>
<td>4</td>
<td>Proposal demonstrate that the vendor has superior experience installing a Resident Tracking System.</td>
</tr>
</tbody>
</table>

**TOTAL SCORE:**

Total Possible Score: 20

Points Score: ______ x weighted value of 5 = Total Score _________
### Criteria Number 4, Section E.6.

The potential vendor must provide proof of 5 years of experience installing a tracking system?

**Considerations (Rate each consideration from 0 to 4):**

Does the proposal provide sufficient detail to ensure the minimum experience requirement is met?

- _____0) Potential vendor does not provide information regarding years of working experience installing a tracking system.
- _____1) Potential vendor has 2 to 3 years of working experience.
- _____2) Potential vendor has 4 to 5 years of working experience.
- _____3) Potential vendor has 5 to 6 years of working experience.
- _____4) Potential vendor has 7 or more years of working experience.

**TOTAL SCORE:**

Total Possible Score: 20

Points Score: ______ x weighted value of 5 = Total Score ______

**REFERENCES:**

**NOTES:**
Appendix XVII  
RFP-201112-RTS  
EVALUATION INFORMATION  
RATING SHEET FOR THE PROPOSAL  
RESIDENT TRACKING SYSTEM

Vendor: _________________________________________________________________  
Evaluation Team Member: ________________________________________________  
(Print Name)

<table>
<thead>
<tr>
<th>Criteria Number 5, Section C.21.c.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the potential submitter have documentation clearly indicating database development will be performed in Microsoft SQL?</td>
</tr>
<tr>
<td>Considerations: Does the proposal include documentation?</td>
</tr>
<tr>
<td>_____0) The proposal does not clearly document that the database development will be performed in Microsoft SQL.</td>
</tr>
<tr>
<td>_____1) The proposal adequately documents that the database development will be performed in Microsoft SQL.</td>
</tr>
</tbody>
</table>

**TOTAL SCORE:**  
Total Possible Score: 5  
Points Score: ______ x weighted value of 5 = Total points ________

**REFERENCES:**

**NOTES:**
### Criteria Number 6, Section C.21.c.

#### BONUS POINTS

<table>
<thead>
<tr>
<th>Can the submitter completed the project on or before June 30, 2012</th>
</tr>
</thead>
</table>

**Considerations:**
Does the proposal include acknowledgement of completing the project on or before June 30, 2012?

- 0) The proposal does not clearly provide acknowledgement of completing the project on or before June 30, 2012?
- 1) The proposal adequately provide acknowledgement of completing the project on or before June 30, 2012?

#### TOTAL SCORE:

<table>
<thead>
<tr>
<th>Total Possible Score: 10</th>
</tr>
</thead>
</table>

Points Score: ______ x weighted value of 5 = Total points ________

### REFERENCES:

### NOTES: