



**FLORIDA DEPARTMENT OF REVENUE
INVITATION TO BID
CONTRACTUAL SERVICES – Acknowledgement Form**

Page <u>1</u> of <u>64</u> pages	SUBMIT BID TO: Florida Department of Revenue Procurement Office Building 2, Suite 1600 2450 Shumard Oak Boulevard Tallahassee, Florida 32399-0109
AGENCY RELEASE DATE: <u>March 15, 2021</u>	

SOLICITATION TITLE: DNA Collection Services for Paternity Establishment	SOLICITATION NO: ITB 20/21-45
-----------------------------------------------------------------------------------	-----------------------------------------

BIDS WILL BE OPENED: **April 19, 2021 at 3p.m. EST**
 and may not be withdrawn within 180 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL) <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.): _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Bidder.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

TABLE OF CONTENTS

<i>CONTRACTUAL SERVICES – ACKNOWLEDGEMENT FORM</i>	1
<i>SECTION 1 – DEFINITIONS</i>	4
<i>SECTION 2 – INTRODUCTION</i>	5
2.1 Background	5
2.2 Statement of Purpose	5
2.3 Calendar of Events	5
2.4 Contract	5
<i>SECTION 3 – SCOPE OF WORK</i>	6
3.1 DNA Sample Collection Services Requirements	6
3.2 Arranging for Collection by Customers and DNA Sample Collection.....	6
3.3 Communication with the Department	8
3.4 Communication with the Lab	8
3.5 Communication Limitations and Public Information Requests.....	8
3.6 Testimony and Advice	9
3.7 Payment for DNA Sample Collection	9
3.8 Invoice Procedures and Reports	9
3.9 Performance Reports	10
3.10 Performance Accountability Measure (PAM).....	10
3.11 Corrective Action Plan.....	11
<i>SECTION 4 – PROCUREMENT RULES AND INFORMATION</i>	12
4.1 Procurement Officer/Contact Person.....	12
4.2 Procurement Rules.....	12
4.3 Posting of Recommended Award.....	15
<i>SECTION 5 – BID FORMAT AND CONTENTS</i>	17
5.1 Responsiveness Requirements	17
5.2 Preferences	17
5.3 Addendum Acknowledgment Form	18
5.4 Americans with Disabilities Act	18
5.5 Redacted Copy	18
<i>SECTION 6 – AWARD OF CONTRACT</i>	19
6.1 Responsiveness Review	19
6.2 Exclusionary Lists Check / Verification	19
6.3 Licensing / Registration Requirements	19
6.4 Price Determination.....	19
6.5 Reference Checks.....	20
6.6 Identical Tie Bids Procedure.....	20
6.7 Final Determination	20
<i>SECTION 7 – CONTRACT TERMS AND SPECIAL CONDITIONS</i>	21
7.1 Contract	21
7.2 PUR Forms.....	21
7.3 Contract Management	21
7.4 Disputes.....	22

7.5	Vendor's Expenses	22
7.6	Employment of Department Personnel.....	22
7.7	Force Majeure	22
7.8	Severability.....	22
7.9	Financial Consequences	22
<i>EXHIBIT 1 – SUBMITTAL CHECKLIST</i>		<i>23</i>
<i>EXHIBIT 2 – SAMPLE CONTRACT.....</i>		<i>24</i>
<i>EXHIBIT 3 – DEPARTMENT SERVICE SITES AND AVERAGE MONTHLY SAMPLE COLLECTIONS BY COUNTY</i>		<i>40</i>
<i>EXHIBIT 4 - DAILY COLLECTION FILE FROM CONTRACTOR.....</i>		<i>43</i>
<i>EXHIBIT 5 – WORK ORDER TEMPLATE.....</i>		<i>44</i>
<i>EXHIBIT 6 - WEEKLY DNA SAMPLE COLLECTION LIST</i>		<i>45</i>
<i>EXHIBIT 7 – MONTHLY PERFORMANCE REPORT.....</i>		<i>46</i>
<i>EXHIBIT 8 – QUARTERLY OPERATIONAL EFFECTIVENESS INSTRUCTIONS AND REPORT</i>		<i>47</i>
<i>EXHIBIT 9 – MONTHLY INVOICE TEMPLATE.....</i>		<i>48</i>
<i>EXHIBIT 10 – MONTHLY INVOICE SUBSTANTIATING REPORT TEMPLATE.....</i>		<i>48</i>
<i>EXHIBIT 11 – PUR 1001 AND PUR 1000 FORMS.....</i>		<i>49</i>
	<i>PUR 1001 - GENERAL INSTRUCTIONS TO RESPONDENTS.....</i>	<i>50</i>
	<i>PUR 1000 – GENERAL CONTRACT CONDITIONS</i>	<i>54</i>
<i>ATTACHMENT 1 – COST INFORMATION SHEET.....</i>		<i>61</i>
<i>ATTACHMENT 2 – VENDOR REPRESENTATIVE AND ALTERNATE.....</i>		<i>62</i>
<i>ATTACHMENT 3 - REFERENCES.....</i>		<i>63</i>
<i>ATTACHMENT 4 – DRUG FREE WORKPLACE PROGRAM CRITERIA</i>		<i>64</i>

SECTION 1 – Definitions

The following terms used in this Invitation to Bid (ITB) have the following meanings unless the context otherwise clearly requires a different construction and interpretation:

- 1.1 **Authorization Number**: A unique identifier for each test set to enable automated tracking and billing verification.
- 1.2 **BP ID (Business Partner Identification)**: A unique number assigned by the Program for each individual included in a test set.
- 1.3 **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 which may result from this ITB.
- 1.4 **Contract**: The agreement which may result from this ITB between the winning Bidder and the Department.
- 1.5 **Contractor**: The organization or individual providing goods and/or services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.6 **Department**: The State of Florida, Department of Revenue referred to in this ITB document as “the Department”.
- 1.7 **Desirable Conditions**: The use of the words “should” or “may” in this ITB 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 bid.
- 1.8 **DNA**: Deoxyribonucleic acid - A large, complex molecule that allows cells to function and carries the genetic code that determines the traits of a living organism.
- 1.9 **Lab**: The DNA testing lab under contract with the Program.
- 1.10 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- 1.11 **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall, must or will* (except to indicate simple futurity) in this ITB indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impact the Department’s interest. Material deviations cannot be waived.
- 1.11 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.12 **P-Card**: Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.13 **Program**: The State of Florida, Department of Revenue, Child Support Program referred to in this ITB document as “the Program”
- 1.14 **Purchase Order/Direct Order**: The contract document issued by the Department to the Vendor to procure goods and services.
- 1.15 **State Fiscal Year**: Begins July 1 and ends June 30.
- 1.16 **Vendor, Offeror and Bidder**: A legally qualified corporation, partnership, sole proprietor, or other entity submitting a bid to the Department pursuant to this ITB.
- 1.17 **Winning or Successful Bidder**: The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.

SECTION 2 – Introduction

2.1 Background

As provided by law, in a judicial or administrative proceeding to establish paternity, DNA testing is used to determine the biological father of a child. A DNA test is performed when a DNA sample is obtained from the child, the mother, and the alleged father(s). The test identifies a child's biological father through the analysis of genetic factors present in the DNA of the parents and the child.

The Contractor collects DNA samples from individuals referred to the Contractor by the Program and ships the samples collected to the Lab (currently, DNA Diagnostics Center).

The annual number of DNA collection requests from the Department may increase or decrease throughout the term of a Contract. The Department does not guarantee that the number of requests will increase, decrease, or remain the same as in past years. Currently, the Department averages 851 weekly statewide DNA sample collections.

2.2 Statement of Purpose

The purpose of this Invitation to Bid is to secure competitive bids from qualified vendors who are able to provide DNA collection services throughout Florida for non-incarcerated individuals referred by the Program. The Vendor will ship the samples collected to the Lab. Services will be provided throughout the state of Florida in accordance with Florida Statutes and other applicable laws.

2.3 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida.

	<u>Date</u>	<u>Time</u>	<u>Action</u>
2.3.1	03/15/2021		Release of ITB
2.3.2	03/29/2021	5:00 PM EST	Last day for written questions and inquiries
2.3.3	04/05/2021	5:00 PM EST	Anticipated date that written responses to written questions/ inquiries will be posted on the Vendor Bid System.
2.3.4	04/19/2021	3:00 PM EST	Bid opening
2.3.5	04/30/2021	3:00 PM EST	Anticipated date of posting of recommended award on Vendor Bid System
2.3.6	06/01/2021		Anticipated date for new contract to begin

2.4 Contract

This purchase shall be accomplished through a two-party contract. A sample contract has been provided as Exhibit 2 of this ITB.

2.5 Contract Term

The term of the contract shall be for three (3) years from the date of contract execution, with the option to renew for up to three (3) additional 1-year periods.

SECTION 3 – Scope of Work

3.1 DNA Sample Collection Services Requirements

The Department is seeking a Contractor to collect DNA samples from individuals within the state of Florida.

3.1.1 The Contractor must:

- (a) Be certified by the American Association of Blood Banks (AABB) for collection of DNA samples for relationship testing.
- (b) Have at least five (5) years' experience collecting or arranging for the collection of DNA samples by buccal swab.
- (c) Use buccal swab sampling as the standard method for collection of DNA samples.
- (d) At a minimum, the Contractor must provide at least one service location for sample collection not more than 35 miles from each Department service site listed in Exhibit 3.
- (e) Provide to the Department and maintain an up to date list of the name, phone number and address of each service location. The Department and the Contractor may, by mutual agreement in writing, agree to changes in service locations.
- (f) Provide personnel, equipment, supplies and facilities needed to collect, secure and transmit DNA samples to the Lab.
- (g) Coordinate with the Lab to obtain sample collection supplies.
- (h) Ensure samples are collected in accordance with AABB standards for collection of DNA samples for relationship testing.
- (i) Have collected or arranged for the collection of an average of at least 2,500 tissue samples monthly during the State Fiscal Year 2019/2020 and be able to maintain the capacity to collect and arrange for the collection of an average of at least 2,500 tissue samples monthly throughout the term of the contract.
- (j) Adhere to public health and safety protocols when providing services.

3.2 Arranging for Collection by Customers and DNA Sample Collection

3.2.1 Arranging for collection of DNA sample will be handled as follows:

- (a) The Department shall notify customers required to provide samples for genetic testing to contact the Contractor to arrange for sample collection.
- (b) The Contractor may provide walk-in services where possible.
- (c) The Contractor may provide a capability for customers to schedule, reschedule and cancel appointments online or by phone at the customer's choice of available locations and times.
- (d) The Department will provide the customer with a Work Order (Exhibit 5 - *DNA Sample Collection for Paternity Testing*) that the Customer must provide to the Contractor at the time of sample collection. The Work Order includes the following information that must be included on the chain of custody documentation:
 - 1) The Authorization Numbers for genetic testing, consisting of a one letter character (G for Genetic Test), a 5-digit vendor code, 2-digit contract year, 2-digit county code, and a 6-digit sequential number (totaling 16 digits) assigned by the Department's automated system (CAMS).
 - 2) The child support case number.
 - 3) A unique Business Partner Identification number (BP ID) **for each individual** included in a DNA sample collection.
 - 4) The names of the individuals to be collected.
- (e) The Contractor shall provide customers confirmation that a sample was collected, including the name of each person collected. Confirmation can be provided electronically or hardcopy.

3.2.2 DNA Sample Collection

- (a) The Contractor shall use buccal swab sampling as the standard collection method for the Department, unless a new more efficient DNA sample collection method emerges that is supported or endorsed by the AABB.
- (b) At the time of DNA sample collection, Contractor will confirm the identity of each individual presenting themselves for collection. Individuals are required to present a photo ID and a Work Order provided by the Department. The Work Order will include an Authorization Number and a Business Partner ID number for each individual from whom a DNA sample is to be collected.
- (c) The name on the photo ID must match the name on the Work Order furnished to the individual by the Department. Acceptable child identification includes a state issued ID card, a certified copy of a birth certificate, a social security card, an insurance card or a school ID. If proper identification is not provided, the Contractor shall not collect a DNA sample.
- (d) The Contractor will ensure there is a documented chain of custody for each DNA sample collected that includes the Authorization Number and Business Partner ID number for each individual collected. The form of identification provided, and any associated ID number, such as a driver license number, must be included on the chain of custody document.
- (e) The Contractor will send the original chain of custody document with the DNA sample to the lab and will maintain a copy of the chain of custody document.
- (f) All DNA samples and related chain of custody forms will be sent to the Lab in the pre-paid mailer provided by the Lab. The prepaid mailer will be scheduled for pickup by an overnight carrier no later than the next day after collection.
- (g) The Contractor must record the tracking number and date the sample was sent to the Lab and provide that information to the Department upon request.
- (h) The Contractor shall provide and maintain a reliable and legible chain of custody.
- (i) The Contractor is responsible for maintaining the security of all DNA samples, information, and records, including, but not limited to, while in vehicles and in any building.
- (j) The Contractor shall use the DNA buccal swab sample collection kits with chain of custody forms and pre-paid mailers provided by the Lab to send samples to the Lab.
- (k) The Contractor will provide to the Department via daily data file as specified in Exhibit 4 the times and dates that DNA was collected. Individual DNA collection updates must be submitted to the Department within 48 hours of sample collection via scheduled daily data file.
- (l) The Contractor will maintain a record of the collection information and will provide the records to the Department upon request.
- (m) If an individual wants or needs to schedule or reschedule an appointment for sample collection, the individual is responsible for contacting the Contractor to make the arrangements. The Department will notify its customers of this requirement.
- (n) The Contractor shall pay for the cost of re-collecting samples if the need for recollection is due to the fault of the Contractor.
- (o) The Contractor shall ensure that the sample collector has all necessary DNA collection supplies, including but not limited to, chain of custody kits and mailers, swabs, tape, gloves, camera, film, and staples needed to complete the collection.
- (p) The Contractor shall ensure that procedures are in place to handle the disposal of all medical waste and collection trash in a safe, legal, and orderly manner, and continually ensure that disposal is in accordance with such procedures.

- (g) The Contractor will ensure that a sample collector is present for scheduled appointments and shall have an emergency back-up sample collector(s) available for the same scheduled days and times, with sufficient time allowed to ensure that all individuals are collected on the days scheduled.
- (a) The Contractor shall ensure that its sample collectors not leave the location where samples are being collected for any reason without first securing all samples, paperwork, and lab supplies from possible theft, loss, or compromise.

3.2.3 Contractor Procedures

- (a) The Contractor will provide its buccal swab collection and chain of custody operating procedures and any associated training materials to the Department's Contract Manager and other designated Department staff within ten (10) business days after the start of the Contract, in an acceptable electronic format such as Microsoft Word, Power Point, Excel, video conferencing, teleconferencing, and/or computer-based training.
- (b) The Contractor shall provide its operating procedures to the Department, at no additional cost, which must include at a minimum:
 - 1) Proper and efficient DNA buccal swab collection procedures.
 - 2) How to complete the Lab's DNA sample chain of custody forms.
 - 3) How to properly handle and mail the DNA samples and chain of custody forms.
- (c) The Contractor will make its knowledgeable staff available to review its procedures and any subsequent updates with the Department's staff after the materials are delivered. Subsequent updates will be provided promptly to the Department's Contract Manager and other designated Department staff by appropriate means, such as Microsoft Word, Excel, Power Point, video conferencing, teleconferencing, and/or computer web-based training at no additional cost to the Department.

3.3 Communication with the Department

- 3.3.1 The Contractor will provide the name(s), email address(es), and phone number(s) of the person(s) in their organization who can be contacted by the Department's Contract Manager as needed.
- 3.3.2 The Contractor shall meet and/or communicate regularly with the Department as requested to discuss processes, performance, and issues that may arise under the contract.
- 3.3.3 The Contractor shall cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the Department in connection with the requirements and services performed.
- 3.3.4 The Contractor shall respond to requests from the Department within one (1) business day after the request is made.

3.4 Communication with the Lab

- 3.4.1 The Contractor is responsible for requesting, in advance, buccal swab sample collection kits, chain of custody forms and pre-paid mailers from the Lab.
- 3.4.2 The Contractor will work with the Lab locating DNA samples collected as needed.

3.5 Communication Limitations and Public Information Requests

- 3.5.1 The Contractor must notify the Department's Contract Manager by email within one (1) business day of receiving an inquiry from a governmental official and/or media regarding cases in which the Department is involved. Any response to governmental officials and/or the media is subject to the Department's prior review and approval.
- 3.5.2 The Contractor must report to the Department's Contract Manager by email, within one (1) business day of discovering any problem or unusual incident that arises regarding any DNA sample collection conducted by the Contractor that could adversely affect the Department or the Department's effort to establish paternity.

3.6 Testimony and Advice

- 3.6.1 The Contractor must provide a subject matter consultant upon request at no additional cost to the Department for testimony and consultation.
- 3.6.2 At the Department's request, the Contractor shall provide within the time frame required by the Department, a qualified person(s) to appear telephonically at a deposition, a court hearing or an administrative hearing to provide testimony as a subject matter witness(es).
- 3.6.3 The Contractor shall provide written and/or telephonic consultation to the Department and/or the Attorney representing the Department, and/or a judge upon request by the Department at no additional cost to the Department.
- 3.6.4 The Contractor shall provide documentation and consultation of specific case events upon request by the Department.
- 3.6.5 If matters concerning sample collection are contested in an adversarial proceeding, the Contractor will ensure that the sample collector is made available to provide testimony under oath.

3.7 Payment for DNA Sample Collection

- 3.7.1 The Contractor will be paid for each individual from whom a sample is collected and delivered to the Lab as specified by Section 3.2.
- 3.7.2 As described in Section 3.8, Invoice Procedures and Reports, the Contractor will be paid based on the Authorization Number and Business Partner ID provided by the Department that is assigned to the individual to be collected.

3.8 Invoice Procedures and Reports

- 3.8.1 Within five (5) business days after the effective date of the Contract, the Department will provide to the Contractor the Monthly Invoice Template (Exhibit 9).
- 3.8.2 The Contractor will submit the Monthly Invoice (Exhibit 9), and all completed Chain of Custody forms over a secured server.
- 3.8.3 The Contractor shall not submit, and the Department will not pay for the following:
 - (a) Work that is incomplete, incorrect and/or inaccurate (Example: chain of custody documentation missing ID verification and/or photo of the individual collected).
 - (b) Mishandled, lost, and/or damaged work, or the sample is not received by the Lab.
 - (c) Invoices billed to the Department under another Contractor's name.
 - (d) DNA Sample Collections unaccompanied by completed chain of custody documentation.
- 3.8.4 The Department's Contract Management Unit shall review the Monthly Invoice (Exhibit 9) and all completed chain of custody documentation, and if necessary, shall email an initial denial report to the Contractor for review concerning discrepancies contained in any monthly invoice and substantiating documentation.
- 3.8.5 Within fifteen (15) calendar days thereafter, the Contractor may object to the denial report findings and submit documentation to substantiate the earning of payment to the Department Contract Manager and/or designee. Thereafter, if any invoice discrepancies remain, the Contract Manager and/or designee along with the Contractor shall make diligent efforts to resolve the discrepancies within a thirty (30) calendar day period after the Department's review of the Contractor's rebuttal.
- 3.8.6 Final invoices for payment of services must be received by the Department Contract Manager and/or designee within forty-five (45) calendar days of performance and/or the termination date of the Agreement. If the Contractor fails to comply with this provision, the Contractor may not be entitled to payment for those services at the determination of the Department.

3.8.7 The Contractor must coordinate electronic direct deposit payments through the Florida Department of Financial Services at <https://www.myfloridacfo.com/Division/AA/Vendors/> in order to receive payments for invoices from the Department.

3.9 Performance Reports

3.9.1 Report formats shall be determined by the Department and provided electronically to the Contractor. Reports include, but are not be limited to, Contractor monthly, quarterly, and State Fiscal Year performance. Any alterations to the Performance Report provided by the Department will not be accepted unless otherwise agreed upon in writing by the Department and the Contractor.

3.9.2 The Contractor shall email to the Department's Contract Manager by the 15th of each month, a *Monthly Performance Report (Exhibit 7)*, in Microsoft Excel, that provides performance numbers and percentages, which are broken out by all Florida counties where DNA samples were collected.

3.9.3 The *Monthly Performance Report* shall include a comparative summary of work performed in the previous calendar month.

3.9.4 The *Monthly Performance Report* shall include the Contractor's activity performance as it relates to the Performance Accountability Measure (PAM) and the following information:

(a) Number of DNA collections accurately and correctly completed in accordance to Section 3.2.

3.9.5 The Contractor shall email to the Department's Contract Manager a *Quarterly Operational Effectiveness Report (Exhibit 8)* within fifteen (15) calendar days after the end of each calendar quarter to explain quarterly performance in relation to the requirements of this ITB and resulting awarded contract. This quarterly report will detail specific methods for reaching and maintaining the Performance Accountability Measure and will explain how effectiveness and quality are measured. After the first calendar quarter of the Contract term, each quarterly report will include a summary of the previous quarter's results for comparative purposes. The quarterly report shall be reviewed and evaluated by Department staff. Any questions, concerns, or requests for correction will be communicated to the Contractor by the Department's Contract Manager.

3.9.6 Documentation shall be maintained throughout the term of the contract by the Contractor to evidence the completion of the tasks required by the ITB and awarded contract.

3.9.7 Upon advance request, the Contractor must provide ad hoc reports to the Department electronically as determined by the Department. Reports requested may include genetic test reports in Adobe PDF or ad hoc status or performance reports in Microsoft Excel.

3.10 Performance Accountability Measure (PAM)

The Contractor is responsible for meeting the PAM as described. If the Contractor does not meet the PAM, the Department may require a Corrective Action Plan as required by Section 3.11.

PAM: File submission to the Department - CONTRACTOR DAILY COLLECTION FILE

MEASURE: The Contractor will transmit the DAILY COLLECTION FILE and related document images as described in Exhibit 4 to the Department by 6:00 a.m. Eastern time each business day.

NOTE: Occurrences must be documented in the *Monthly Performance Report (Exhibit 7)* and *Quarterly Operational Effectiveness Report (Exhibit 8)* and provided to the Department.

If there are more than three (3) late file transmissions in a month that are more than fifteen (15) minutes late, three percent (3%) will be deducted from the Contractor's monthly invoice payment as a financial consequence. For each subsequent consecutive month in which the Contractor does not meet the PAM, an additional one percent (1%) will be deducted from the invoice as a financial consequence.

3.11 Corrective Action Plan

Using this ITB and resulting awarded Contract as the basis, the Department is authorized to identify deficiencies with the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

The Contractor's proposed CAP is due within ten (10) business days after receipt of a written request for a CAP from the Department's Contract Manager. A request for a CAP must identify and document the deficiencies in question. The Department shall notify the Contractor within ten (10) business days of the receipt of a CAP as to the acceptability of the plan and will allow ten (10) business days for the Contractor to submit a clarification or revision if the plan is deemed unacceptable to the Department.

Upon the Department's acceptance of the CAP, the Contractor shall have up to thirty (30) calendar days or a time period mutually agreed upon by the Department and the Contractor to successfully complete and implement the agreed upon CAP to correct the problem(s).

Failure to respond to a request for corrective action, or failure to meet a CAP may result in termination of the Contract within thirty (30) calendar days unless the Department deems the necessity to terminate the Contract immediately.

The Department reserves the right to exercise other remedies, including but not limited to, using other DNA sample collection contractors during and after any Corrective Action Plan.

SECTION 4 – Procurement Rules and Information

NOTE: In accordance with Section 60A-1.002 (7), Florida Administrative Code, the Department of Management Service's form PUR 1001 must be included in all solicitations. The PUR 1001 is similar to the requirements of this section (Section 4) of this ITB. In the event of any conflict between this section (Section 4) of the solicitation, and the PUR 1001 form, the provisions of this section SHALL prevail.

4.1 Procurement Officer/Contact Person

Questions related to this procurement should be addressed to:

Alison Thomas
Purchasing Analyst
2450 Shumard Oak Blvd, Bldg. 2, Ste 1600
Tallahassee, FL 32399-0109
(850) 617-8132
Alison.Thomas@floridarevenue.com

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

4.2 Procurement Rules

4.2.1 Submission of Bids

Each bid shall be prepared simply and economically, following the instructions contained herein.

4.2.2 Bid Opening

The bid opening will be held at the time and date specified in the "Calendar of Events" (Section 2.3) in the Purchasing Office, 2450 Shumard Oak Boulevard, Building 2, Suite 1600, Tallahassee, Florida. Bids are to be submitted in a sealed envelope with the bid number and opening date and time identified on the outside.

The name of all bidders submitting bids shall be made available to interested parties upon written request to the contact person listed in Section 4.1. Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening.

It is recommended that all bids be hand delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the CCOC is a secured facility, if you are hand delivering your bid, please allow for sufficient time to gain access into the building.

4.2.3 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.2.4 Disposition of Bids and Public Records Requests

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

4.2.5 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the bidder within seventy-two (72) hours after the bid due date indicated in the Calendar of Events.

Any submitted bid shall remain a valid bid for twelve (12) months after the bid submission date.

4.2.6 Rejection of Bids

The Department reserves the right to reject any or all bids failing to meet mandatory responsiveness requirements or containing material deviations.

4.2.6.1 Mandatory Responsiveness Requirements

Mandatory responsiveness requirements are terms, conditions or requirements that must be met by the bidder to be responsive to this Invitation to Bid. Failure to meet these mandatory requirements will cause rejection of a bid.

4.2.6.2 Material Deviations

The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must*, or *will* (except to indicate simple futurity) in this Invitation to Bid indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impact the Department's interest. Material deviations cannot be waived and shall be the basis for rejection of a bid.

4.2.6.3 Minor Irregularities

A minor irregularity is a variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.2.7 Bid Questions and Inquiries

To the extent that there are any varying conditions, this section supersedes DMS PUR 1001 -General Instructions to Respondents.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 2.3). Responses will be made in writing and posted on the Vendor Bid System, on or about the anticipated date referenced in the Calendar of Events.

The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Department, that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must specify recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the "Calendar of Events" in Section 2.3. A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on the Vendor Bid System in order that all bidders be given the opportunity of bidding for the same specifications.

Any inquiries from bidders concerning this ITB shall be submitted in writing, identifying the submitter, to the individual identified in Section 4.1 of this ITB and must be received no later than the date and time specified in Section 2.3 of the Calendar of Events. (E-mail inquiries are preferred with the bidder following up by mailing or faxing a hard copy.) It is the responsibility of the bidder to confirm receipt of e-mailed and faxed inquiries.

Failure to file a protest of the bid specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A formal written protest must be accompanied by a bond payable to the Department in the amount of 1 percent (1%) of the Department's estimate of the total value of the proposed contract. The form of the bond shall be a bond, cashier's check, or money order.

4.2.8 Addenda

Addenda and clarification to this ITB along with an Addendum Acknowledgment Form will be posted on the Vendor Bid System. The Addendum Acknowledgment Form, that is included with each posting, shall be signed by an authorized company representative, dated, and returned with the bid, as specified in Section 5, Bid Format and Contents.

4.2.9 Changes

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Purchasing Office for the Department of Revenue. The Department prohibits modification of a bid after bids are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the prior written approval of the Purchasing Office.

4.2.10 Cost Discussions

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to bid opening or notice of recommended award, or notice of rejection of all bids, will result in rejection of said bidder's bid.'

4.2.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section 4.1 of this ITB shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

4.2.12 No Prior Involvement and Conflicts of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

4.2.13 Licensing/Registration Requirements

4.2.13.1 State Licensing Requirements

All entities defined under Chapters 607, 608, 617, 620, 621 or 622, Florida Statutes, seeking to do business with the Department shall be properly licensed and in good standing with the Florida Department of State and all applicable regulatory agencies.

4.2.13.2 MyFloridaMarketPlace Registration

Vendors must have completed registration with the Florida Department of Management Services (DMS) State Purchasing, prior to contract signing.

Vendors may register online at: <https://vendor.myfloridamarketplace.com/>

For additional information, see PUR 1000, Section 11.

4.2.14 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

4.2.15 Discriminatory Vendor List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids or contracts on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

4.2.16 **Unauthorized Employment of Alien Workers**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

4.2.17 **Office of Supplier Diversity**

The Florida Legislature, in an effort to encourage the growth of small and minority businesses, recommends that the prime Contractor utilize minority sub-contractors in performance of State contracts whenever possible.

The Office of Supplier Diversity has standing to protest, pursuant to s. 287.09451 F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fails to include minority business enterprise participation, if any responding Contractor has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract Statewide or district level, for minority participation was not executed or, any agency failed to adopt preference for minority participation. Any low Contractor with no participation may be deemed not in "good faith."

A list of qualified minority Contractors is available at <http://osd.dms.state.fl.us>.

4.2.18 **Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by small, minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects small, minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority, women, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority, women, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

4.3 **Posting of Recommended Award**

The recommended award is anticipated to be posted on the Vendor Bid System and at the Department of Revenue's Purchasing Office located in Tallahassee, Florida, on or about the date shown in the "Calendar of Events" (Section 2.3) and will remain posted for a period of seventy-two (72) hours (three business days).

4.3.1 Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Department's Office of General Counsel, Building One, Suite 2400, 2450 Shumard Oak Boulevard, Tallahassee, Florida 32399-0109, and provide copies to the Contact Person listed in Section 4.1 of this ITB:

4.3.1.1 A written notice of intent to protest within seventy-two (72) hours (3 business days) after posting of the recommended award.

4.3.1.2 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.

4.4.1.3 A protest bond (see Section 4.4.3) within ten (10) calendar days after the date on which the notice of protest is filed.

- 4.3.2 Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.3.3 A formal written protest must be accompanied by a bond payable to the Department in the amount of 1 percent (1%) of the Department's estimate of the total value of the proposed contract. The form of the protest bond shall be a bond, cashier's check or money order.
- 4.3.4 The Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

SECTION 5 – Bid Format and Contents

This section contains instructions that describe the required format for the submitted bid. The bidder shall supply one (1) original, signed bid, which shall include all required documents, in a sealed envelope, clearly marked “Bid – ITB #20/21-45.”

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses. A Submittal Checklist (Exhibit 1) has been provided to assist vendors in preparing their bid response.

5.1 Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of a bid.

- 5.1.1 It is **mandatory** that the bidder supply one (1) original, signed and sealed bid. The envelope shall be sealed and clearly marked “Bid – ITB #20/21-45.”
- 5.1.2 It is **mandatory** that the bidder complete the “FDOR Bidder Acknowledgment Form in its entirety, sign, and returned as part of this bid or your bid may be rejected. Also, by affixing your signature to the FDOR Bidder Acknowledgment Form you hereby state that you have read all bid terms, conditions, and specifications and agree to all the terms, conditions, specifications, and provisions. Furthermore, you are attesting that your company is currently licensed to do business within the State of Florida or will become licensed if required by State or Federal law, for the services or commodities you will provide the Department under this bid. The signer of the document must be a person authorized to bind the firm.
- 5.1.3 It is **mandatory** that the bidder list their bid prices on the Cost Information Sheet(s) furnished (Attachment 1). Bidders are to quote NET BID PRICES. All cash discounts allowed for prompt payment of bills should be incorporated into net bid prices. By submitting a bid under this ITB, each Bidder warrants its agreement to the prices submitted. Any qualifications, counteroffers or deviations, shall render the bid non-responsive.
- 5.1.4 It is **mandatory** that the bidder complete and submit the Vendor Information Form (Attachment 2).
- 5.1.5 It is **mandatory** that the bidder complete and submit the Current References Form (Attachment 3).

5.2 Preferences

The following sub-sections describe statutorily mandated preferences given to bidders meeting certain criteria. If a bidder qualifies for and wishes to take advantage of any preference, the must submit the required documentation for consideration.

5.2.1 Commodities manufactured, grown, or produced in state

Per Section 287.082, FS, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that the specified products will be manufactured, grown, or produced within this state.

5.2.2 Certain Foreign Manufacturers

Per Section 287.092, FS, any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality, and service are the same, regardless of where the product is manufactured. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that they have a factory in the State of Florida employing over 200 employees working in the state.

5.2.3 Drug-free Workplace Programs

Per Section 287.087, FS, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall attest that their program meets all the criteria set forth in Attachment 4. To be eligible for this preference, bidders must sign and submit Attachment 4.

5.2.4 Certified Minority Business Enterprise

Per Section 287.057 (5), FS, if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

5.2.5 Florida Service-Disabled Veteran Preference

Per Section 295.187 (4), FS, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified service-disabled veteran business enterprise, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

5.3 Addendum Acknowledgment Form

If an addendum to this bid is issued, the addendum will be posted on the Vendor Bid System (VBS). The Bidder shall complete and insert the Addendum Acknowledgment Form(s) into their bid response. **It is the vendors' responsibility to monitor the VBS for any solicitation updates.**

5.4 Americans with Disabilities Act

Any vendor or contractor submitting a bid or proposal to the Department for providing commodities or contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. Any vendor or contractor which is providing commodities or contractual services, or possible subcontractor, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

5.5 Redacted Copy

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder must also simultaneously provide the Department with a separate **redacted copy** of its bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Bidder on the cover, and shall be **clearly titled "Redacted Copy."** The Redacted Copy shall be provided to the Department at the same time Bidder submits its bid to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its bid are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its bid are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Bidder fails to **submit a Redacted Copy** with its bid, the Department is authorized to produce the entire documents, data or records submitted by Bidder in answer to a public records request for these records.

Copyrighted material will be accepted as part of the bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff, agents and public record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes

SECTION 6 – Award of Contract

The Department will award the Contract to the bidder having the lowest cost and has been determined to be both responsive and responsible.

6.1 Responsiveness Review

To be deemed as a responsive bid, the document must be received by the Department on or before the date specified in the Procurement schedule (Section 4.2). The bidder shall supply one (1) original, signed bid, which shall include all required documents, in a sealed envelope, clearly marked "Bid – ITB #20/21-45. Required (mandatory) documents that must be submitted with the bid response are as follows:

- The FDOR Bidder Acknowledgment Form
- Attachment 1 – Cost Information Sheet
- Attachment 2 – Vendor Information Form
- Attachment 3 – Current References Form

All forms must be completed in their entirety, and if required, must be signed. The signer of the document must be a person authorized to bind the firm. Bids received after the date and time indicated in the Procurement Schedule will be returned unopened. Bids submitted without all the required documents, or with documents that are incomplete or not signed, will be rejected and not further evaluated.

6.2 Exclusionary Lists Check / Verification

Following the responsiveness review, the Department will check various lists to determine if the bidder has been excluded from participating in the public bidding and/or contracting process. The lists to be used for this stage of bid evaluation are as follows:

- Convicted Vendor List pursuant to Section 287.133(3)(d), Florida Statutes.
- Suspended Vendor List pursuant to Rule 60A-1.006, F.A.C.
- Discriminatory Vendor List pursuant to Section 287.134 (2) (a), Florida Statutes.
- Vendor Complaint List pursuant to Rule 60A-1.006(1), F.A.C.
- Federal Excluded Parties List pursuant to sections 287.057(1), (2) and (3), F.S., and rule 60A-1.006(1), F.A.C.

Should a bidder's name appear on any of these exclusionary lists, their bid will be rejected and not further evaluated.

6.3 Licensing / Registration Requirements

Following the Exclusionary Lists Check / Verification, the Department will check to see if the bidder has registered to do business in Florida. The two registration requirements are as follows:

- **State Licensing Requirements**
All entities defined under Chapters 607, 608, 617, 620, 621 or 622, Florida Statutes, seeking to do business with the Department shall be properly licensed and in good standing with the Florida Department of State and all applicable regulatory agencies.
- **MyFloridaMarketPlace Registration**
Vendors must have completed registration with the Florida Department of Management Services (DMS) State Purchasing, prior to contract signing.
Vendors may register online at: <https://vendor.myfloridamarketplace.com/>
For additional information, see PUR 1000, Section 11.

Failure to be either licensed with the Florida Department of State, or with the Florida Department of Management Services at the time of submitting a bid will not result in the rejection of a bid, however to be awarded a contract, a bidder must be licensed and registered to do business with the state. To avoid delays in the contracting process, bidders are encouraged to become licensed and register prior to submission of a bid.

6.4 Price Determination

To determine the apparent low bidder, the Department will perform any weighted cost calculation on the bottom portion of the Cost Information Sheet using the unit costs for each of the specified or selected items. Any bids determined to be non-responsive per Section 6.1 above will not be further evaluated even if it is determined that it is the apparent low bid. Furthermore, the Department will not further evaluate a bid that has been submitted by a vendor whose name appears on any of the exclusionary lists as provided in Section 6.2 above.

Any Cost Information Sheet(s) that is/are incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counteroffers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

6.5 Reference Checks

If any of the bidder's references indicate poor contract performance, the Department may, at its discretion, reject the bidder's bid even if it determines that a responsive bid in full compliance with the bid specifications and conditions was submitted.

References must confirm the bidder:

1. Has at least five (5) years' experience collecting or arranging for the collection of DNA samples.
2. Ensures samples are collected in accordance with AABB standards for collection of DNA samples for relationship testing.
3. Has collected or arranged for the collection of an average of at least 2,500 tissue samples monthly and is capable of maintaining the capacity to collect and arrange for the collection of an average of at least 2,500 tissue samples monthly.
4. Adheres to public health and safety protocols when providing services.
5. Provides a capability for customers to schedule, reschedule, and cancel appointments online or by phone.

6.6 Identical Tie Bids Procedure

The procedure for awarding a contract when there is an identical tie bids situation is set forth in Rule 60A-1.011, FAC. This rule also sets forth the order of preference (from highest to lowest priority) when considering the various preferences as listed above in subsections 5.2.1 through 5.2.5. This order of preference is as follows:

1. Commodities manufactured, grown, or produced in state - Section 287.082, FS
2. Certain Foreign Manufacturers - Section 287.092, FS
3. Drug-free Workplace Programs Section - 287.087, FS
4. Certified Minority Business Enterprise Section - 287.057 (5), FS

If the order of award process outlined above fails to resolve the identical evaluations, the agency shall award the contract to the respondent whose response is deemed by the agency to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.

If an identical tie bids situation still exists after the process outlined above, preference will be given to vendors who are a certified service-disabled veteran business enterprise.

6.7 Final Determination

In the event that the identical tie bids procedure outlined in Section 6.6 fails to resolve the identical evaluations, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers) at a public meeting.

SECTION 7 – Contract Terms and Special Conditions

This section contains contract terms and special conditions that shall be included in any contract which may result from this ITB. By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract

7.1.1 The Department may enter into a contract or contracts resulting from this ITB. The contract document(s) shall be first in the order of precedence. If there is a conflict in language, the Department's contract will govern.

7.1.2 This ITB will be incorporated by reference into and thereby become a part of the contract(s) that may result from this ITB.

7.1.3 A bidder's bid in response to this ITB shall be considered as the bidder's formal offer and will be incorporated by reference into and thereby become a part of the contract that may result from this ITB.

7.2 PUR Forms

In accordance with Section 60A-1.002 (7), F.AC., the Department of Management Services' form PUR 1000, "General Contract Conditions" must be included in all solicitations. (Exhibit 11)

In accordance with Section 60A-1.002 (7), F.AC., the Department of Management Services' form PUR 1001, "General Instructions to Respondents" must be included in all solicitations. (Exhibit 11)

7.3 Contract Management

7.3.1 Department of Revenue Contract Manager:

The individual named below is designated as the Department Contract Manager for this ITB and will receive for the Department all services and invoices called for in a resulting contract and will represent the Department in the technical phases of work. However, in no event shall any understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of a resulting contract between the vendor and a person other than the Executive Director or designee be effective or binding upon the Department unless approved in writing by the Executive Director or designee. The Department shall notify the vendor in the event there is any change of Contract Manager.

NAME: Judy Moats

TITLE: Contract Management Team Manager

PHONE: (850) 717-6532

E-MAIL: Judy.Moats@floridarevenue.com

Mailing Address (USPS):

Florida Department of Revenue
5050 W. Tennessee St.
Tallahassee, FL 32399-0109

Overnight Delivery Address:

Florida Department of Revenue
Attn: Judy Moats
2450 Shumard Oak Boulevard, Bldg. 2
Tallahassee, Florida 32399

7.3.2 Department of Revenue Procurement Officer:

The individual named below is designated as the Department of Revenue Procurement Officer for this contract. No understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and the Department shall be effective or binding unless approved in writing by the Department's Executive Director or designee. The Department shall notify the vendor should there be a change of the Procurement Officer.

NAME: Alison Thomas

TITLE: Purchasing Analyst

PHONE: (850) 617-8132

E-MAIL: Alison.Thomas@floridarevenue.com

Mailing Address (USPS):

Florida Department of Revenue
P.O. Box 10669
Tallahassee, FL 32302

Overnight Delivery Address:

Florida Department of Revenue
Attn: Alison Thomas
2450 Shumard Oak Boulevard,
Building Two, Suite 1600
Tallahassee, FL 32399-0109

7.4 Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Procurement Officer identified section 4.1 who shall decide the dispute, reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager.

7.5 Vendor's Expenses

The successful bidder shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

7.6 Employment of Department Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.7 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under any Contract that may result as a result of this ITB, or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

7.8 Severability

The invalidity or unenforceability of any particular provision of any Contract that may result as a result of this ITB shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

7.9 Financial Consequences

7.9.1 If Contractor does not meet the PAM and there are more than three (3) late file transmissions in a month that are more than fifteen (15) minutes late, three percent (3%) will be deducted from the Contractor's monthly invoice payment as a financial consequence. For each subsequent consecutive month in which the Contractor does not meet the PAM, an additional one percent (1%) will be deducted from the invoice as a financial consequence.

Exhibit 1 – Submittal Checklist

Submittal Checklist			
Items to be returned with bid include, but are not limited to, the following items. It is mandatory that the items in bold text be submitted with your bid, or your bid may be rejected.			
		Submitted	Initials
A	The FDOR Bidder Acknowledgment Form (Cover page of ITB)		
B	Cost Information Sheets (Attachment 1)		
C	Vendor Representative and alternate form (Attachment 2).		
D	References Sheets completed with companies for which similar products have been provided (Attachment 3)		
E	If you wish to be considered for the preference set forth in Section 5.2.3 of this ITB, you must submit the Drug Free Workplace Program Criteria Provide form certifying that your organization has a drug free workplace policy in compliance with the criteria. (Attachment 4)		
F	If you wish to be considered for the preference set forth in Section 5.2.1 of this ITB, you must provide a statement on your company letterhead attesting to the fact that the specified products will be manufactured, grown, or produced within this state.		
G	If you wish to be considered for the preference set forth in Section 5.2.2 of this ITB you must provide a statement on your company letterhead attesting to the fact that they have a factory in the State of Florida employing over 200 employees working in the state.		
H	If you wish to be considered for the preference set forth in Section 5.2.4 of this ITB, you submit a copy of your certification issued by the Florida Department of Management Services Office of Supplier Diversity.		
I	If you wish to be considered for the preference set forth in Section 5.2.5 of this ITB, you must submit a copy of your certification issued by the Florida Department of Management Services Office of Supplier Diversity.		
J	If you wish to be considered for the preference set forth in Section 5.2.6 of this ITB, you must provide a statement on your company letterhead attesting to the fact that their manufacturing facilities are located within the State of Florida.		

Exhibit 2 – Sample Contract

NOTE: The applicable requirements of this ITB, along with the successful bidder's response will be incorporated into the sample contract to develop the resulting contract for this purchase.

STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and _____ hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end on _____. For this contract, there shall be _____ () _____ () optional renewal periods.

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This Contract was established by the following procurement method: _____.
2. That the Contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this Contract and authorized in advance by the Department's Contract Manager, to submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Contract.
3. That invoices shall be submitted to the following address:

FDOR-CS-Invoices@FloridaRevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at _____.

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Department's Contract Manager.
3. Upon demand and at no additional cost to the Department, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract. **IF**

THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or email: Sarah.Wachman.Chisenhall@FloridaRevenue.com , or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect Contractor facilities and information resources (computers, mobile computing and storage devices) relevant to this contract to ensure compliance with state and federal security controls.
4. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, goods and services of the Contractor which are relevant to this Contract; and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see § III.C.).
5. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (s. 20.055, F.S.), and/or the Auditor General (s. 11.45, F.S.) of Florida.
6. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent Contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s). By execution of this Contract, unless it is a state agency or subdivision as defined by s. 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the customers to be served under this Contract. Within five (5) business days of the execution of this Contract, the Contractor shall furnish to the Department's Contract Manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this Contract.

H. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person, whether the information is maintained within the Department's information systems or Contractor information system and devices or otherwise. Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor or subcontractor staff access Department information sources.

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE OF TAXPAYER OR CHILD SUPPORT PROGRAM INFORMATION IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any

questions should be directed to the Department's Contract Manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel.

2. All Contractor and subcontractor staff must review and acknowledge their understanding of Department policies and procedures related to safeguarding and disclosure of confidential information. Review and acknowledgement includes the requirements for protecting state and federal confidential information, information resources, and the civil penalties and criminal sanctions for misuse and unauthorized disclosure. The review and acknowledgement must be completed quarterly by taking the self-study courses provided through the Department's Learning Management system (LMS) or an alternative delivery method as approved by the Department. See Attachment F, Required Training Courses, for the required courses under this Contract.
3. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
4. Contractor facilities must have locks and other protective measures at all physical access points to prevent unauthorized access to computer and support areas containing state and federal confidential information at all times when not in use.
5. Printed documents containing confidential information must be safeguarded in a locked container or facility when not in use and transported securely only for purposes directly related to performing the work under the Contract.
6. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
7. Access to Federal Tax Information (FTI) is not provided under this Contract. If access to FTI is provided under this Contract, either the provisions of Attachment G apply, as indicated on Page 11 of the Contract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this Contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Department.

J. Return of Funds

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

K. My FloridaMarketplace

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

L. Non-discrimination Requirements

That the Contractor will not discriminate against any employee in the performance of this Contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the Contractor employing fifteen (15) or more individuals.

M. Employment Requirements

1. That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of 8 CFR 274a.5 of the Immigration and Nationality Act (8 USCS § 1324a). Such violation shall be cause for unilateral cancellation of this contract by the Department.
2. Additionally, beginning January 1, 2021, pursuant to section 448.095(2), Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
3. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
4. The contractor shall maintain a copy of such affidavit for the duration of the contract.
5. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.
6. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
7. A contract terminated under paragraph 5, or paragraph 6. is not a breach of contract and may not be considered as such.
8. A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph 5 or 6 no later than 20 calendar days after the date on which the contract was terminated.
9. If a public employer terminates a contract with a contractor under paragraph 5 or 6, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
10. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

The requirements for such verification checks are outlined in *Attachment I – E-verify System Check Requirements*. This document is required to be signed by all contractors who have staff assigned to perform any services under this contract.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent Contractor and not as an officer, employee of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract.

5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

O. Sponsorship

That as required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

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

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including ss. 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Intellectual Property

1. That if activities supported by this Contract produce or develop any intellectual property including but not limited to: discoveries, inventions, writings (including books, manuals, films, etc.), sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. Any and all patents or copyrights accruing under, or in connection with performance under, this Contract, are reserved to the State of Florida.
2. That the Contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor in the performance of this Contract.
3. That the Department will provide prompt written notification to the Contractor of any claim of copyright or patent infringement as provided in s. 286.021, F.S. Further, if such claim is made or is pending, the Contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.

U. Emergency Preparedness

That upon request from the Department, the Contractor shall, within 30 days of the execution of this Contract, submit to the Department's Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the executed Contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Records Checks

That the Department requires national criminal history record checks on all contractors' employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements*. This document is required for all contractors' who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees' access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractors' employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. Access to Department Information Resources and Facilities

1. Any time during the life of the Contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for Contractor and subcontractor staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings
 - Restricted Rooms within Office Buildings
 - Restricted Data
 - Department Intranet
 - Department Network
 - Data Management Systems such as CAMS and SUNTAX
2. The Contractor shall submit in writing all initial requests (and changes) for access to Department facilities and information sources to the Department's Contract Manager five (5) business days in advance of the requested effective date. The written request must include the name, position title, telephone number, E-mail address, and purpose for the access or change to access. Upon receipt of the request, the Department's Contract Manager determines the appropriateness of each request.
3. The Contractor shall maintain a list of all persons accessing Contractor facilities where equipment and information in whatever form is maintained. The list shall include the name, position title, telephone number, email address, and purpose for access. The list must be provided to the Department's Contract Manager within 10 days of the Contract effective date, and not less than annually thereafter. The Contractor shall provide the Department's Contract Manager a current, up-to-date list within two business days of request. The Contractor agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department's Contract Manager notifies the Contractor in writing access is approved.

4. Contractor shall notify in writing the Department's Contract Manager immediately whenever Contractor or sub-contractor staff are terminated or leave the employment of the Contractor without notice.
5. Contractor shall notify the Department's Contract Manager of a planned separation or reassignment or change to access previously granted to Contractor or subcontractor staff no less than five (5) business days in advance. The notification must include for each individual their name, position, telephone number, e-mail address, justification and nature of the change and effective date of the change.
6. In the event of a separation, reassignment or termination of Contractor or subcontractor staff, the Contractor must obtain and return all security identification and access devices given to the individual, and a written acknowledgement signed by the separating or terminated individual stating they understand they remain subject to the confidentiality provisions of this Contract, including but not limited to Section I.H.
7. Contractor and subcontractor staff must certify and provide documentation in advance of accessing the Department's information systems that all non-state owned equipment and devices accessing or storing information obtained under this Contract meet or exceed Federal technical security controls. All equipment and devices must have encryption and up-to-date anti-virus software. The Department shall verify these requirements are met no less than annually.
8. Contractor and subcontractor staff may not share usernames, passwords, mobile devices (i.e. USB) or access security devices provided by the Department for specific access to Department facilities and information resources. The Department will terminate access or require corrective action if sharing occurs.
9. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.
10. The Contractor shall ensure that any mobile storage device used to maintain or process information under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.
11. The Contractor will comply with agency information technology security policies. The Contractor will know and comply with rules adopted by the Agency for State Technology or successor organization.

X. Breach Reporting and Notification Responsibility

That the Contractor is subject to s. 501.171, F.S., which requires reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor shall comply with the law of the State where the person resides.

If this Contract includes access or disclosure of state or federal Child Support Program information, the Contractor shall immediately, upon discovery, but in no case later than one hour after discovery notify the Department's Contract Manager and the Child Support Program Director of any suspected or confirmed incident involving unauthorized access and/or disclosure of state or federal Child Support Program confidential information.

Y. Reporting Fraud

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to the Department immediately in one of the following ways:

a. Using SUNTAX

Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.

b. Using Ethics Link

Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.

- o Directly to the Office of Inspector General by calling (850) 617-8152 or by email (Sharon.Doredant@FloridaRevenue.com)

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Z. Financial Consequences

That the following financial consequences will apply for failure to comply with the terms and conditions of this Contract:

AA. Additional Requirements Due to Federal Funding

1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity."

Pursuant to 45 CFR 75.322(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable-right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so."

Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

Pursuant to 45 CFR 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.

5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not identified as a subrecipient under 45 CFR 75.351.

AB. Prohibition of Scrutinized Companies

That in accordance with section 287.135, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies that Boycott Israel List and that it is not engaged in business operations in Cuba or Syria or a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists or engages in business operations in Cuba or Syria or a boycott of Israel, after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this Contract in an amount not to exceed \$_____, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

B. Contract Payment

That pursuant to s. 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in s. 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting

vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this Contract shall begin on _____, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end on _____. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. 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 for this Contract. For this Contract, there shall be () () optional renewal periods.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on Contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Department's Contract Manager for review approval determination.
3. That the Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this Contract may be terminated by the Department without cause upon no less than ____ (____) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed.
3. That this Contract may be terminated for the Contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have:
(1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or
(2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if the Contractor fails to ensure compliance with Section 287.135, Florida Statutes.

E. Renegotiations or Modifications

1. That modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws, or regulations make changes in this Contract necessary.

F. Notice

That any notice, that is required under this Contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the Contractor, to the Department's Contract Manager indicated in III.G.4.

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

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

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

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:

4. The name, address, and telephone number of the Department's Contract Manager for this Contract is:

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

H. All Terms and Conditions Included

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable attachments: ☒ indicates the attachment applies to this Contract.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	Order of Precedence (and Contract Content)
☒	Attachment C(1)	Required Certifications (Non-Attorney)
☐	Attachment C(2)	Required Certifications (Attorney)
☐	Attachment D	Additional Provisions for Subrecipients of Federal Financial Assistance
☒	Attachment E	Certification Regarding Lobbying
☐	Attachment F	Required Training Courses
☐	Attachment G	Requirements for Contracts with Access to Federal Tax Information (FTI) (IRS Publication 1075 September 2016)
☒	Attachment H	Criminal History Records Check Requirement
☒	Attachment I	E-Verify System Check Requirement

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

In witness thereof, the parties hereto have caused this ____ page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
Enter Vendor Company Here

DEPARTMENT OF REVENUE
STATE OF FLORIDA

SIGNED BY: _____
Authorized Signature

SIGNED BY: _____

NAME: _____

NAME: Shannon C. Segers

TITLE: _____

TITLE: Director, Office Financial Management

DATE: _____

DATE: _____

Approved as to form and legal content
Office of General Counsel

SIGNED BY: _____

Date: _____

Not valid until signed and dated by both parties

ATTACHMENT A

Scope of Work

ATTACHMENT B

Order of Precedence (and Contract Content)

The documents identified in this attachment are incorporated by reference into this contract. Should clarification of a contract requirement be needed or if conflicting language is identified within these contract documents, the order of precedence shall be as follows (#1 having highest precedence):

Precedence #	Document Description
	Florida Department of Revenue Standard Contract # with attachments and subsequent amendments

ATTACHMENT C(1)

Required Certifications – Non-Attorney

I, _____ as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, _____, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: _____

ATTACHMENT E

Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements

As provided by 45 CFR 75.215, recipients of Federal awards are subject to the restrictions on lobbying as set forth in 45 CFR Part 93, Appendix A the undersigned certifies, to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Because the contractor is not a subrecipient for purposes of this contract, there are no subawards, and therefore this paragraph does not apply and requires no action on the part of the contractor.

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

By: _____

Date: _____

ATTACHMENT H

Criminal History Record Check Requirements

The Contractor is responsible for ensuring national criminal history record checks (CHRC) are completed on all contractors' employees or subcontractor staff that will access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department. The Contractor shall utilize the CHRC fingerprinting entity designated by the Department and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

No access will be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.

Contractors' employees shall be subject to new criminal history record checks every five (5) years from prior criminal history record checks as long as the contract is in effect.

The Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

During the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear; for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

Contractor Acknowledgment (Understand and Agree)

Contractor Corporate Name: _____

Contractor Representative: _____
(Print Name)

Signature: _____

ATTACHMENT I

E-Verify System Check Requirement

The contractor is responsible for ensuring that information from the Form I-9, Employment Eligibility Verification for every employee and any subcontractor employee is compared with the information contained in the E-Verify System. This system provides records maintained by the U.S. Department of Homeland Security (DHS) and Social Security Administration (SSA) used to compare information from the Form I-9, Employment Eligibility Verification to confirm that an employee is authorized to work in the United States.

The Contractor shall comply with the requirements set forth in section 448.095 (2), Florida Statutes, as follows:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
3. The contractor shall maintain a copy of such affidavit for the duration of the contract.
4. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), Florida Statute, shall terminate the contract with the person or entity.
5. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
6. A contract terminated under paragraph 4, or paragraph 5 is not a breach of contract and may not be considered as such.
7. A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph 5 or 6 no later than 20 calendar days after the date on which the contract was terminated.
8. If a public employer terminates a contract with a contractor under paragraph 5 or 6, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
9. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

The Department reserves the right to request the verification records of any employee or subcontractor employee throughout the duration of this contract.

By signing below, the Contractor acknowledges the above requirements and agrees to comply prior to employees or subcontractor employees beginning actual work for the Department.

On behalf of (Entity Name) _____, for any individual working on this contract.

Signature: _____ Date: _____

Exhibit 3 – Department Service Sites and Average Monthly Sample Collections by County

The Department's service site locations are needed by the Contractor for purposes of complying with 3.1.1(d) of this ITB. The appointment data is provided for the Contractor's information.

County	Service Site	Address	Appointments scheduled during the period of 12/20 - 03/21	Avg Monthly Sample Collection Appointments for the period of 12/20 - 03/21
Alachua	Gainesville	5719 NW 13th Street Gainesville, FL 32653-2130	199	66
Baker	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	24	8
Bay	Panama City	3009 Highway 77, Suite A, Panama City, FL 32405-5059	90	30
Bradford	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	30	10
Brevard	Melbourne	420 North Wickham Road, Ste A, Melbourne, FL 32935	275	92
Broward	Ft. Lauderdale	1900 W Commercial Blvd., Suite 190, Ft. Lauderdale, FL 33309	793	264
Calhoun	Marianna	4230-D Lafayette Street, Marianna, FL 32446	22	7
Charlotte	Port Charlotte	1649 Tamiami Trail, Suite 1A, Port Charlotte, FL 33948	29	10
Citrus	Inverness	211 N. Pine Avenue, Inverness, FL 34450	34	11
Clay	Jacksonville	921 N Davis Street, Bldg A, Suite 150 Jacksonville, FL 32209	86	29
Collier	Naples	3845 Beck Blvd, Suite 811 Naples, FL 34114	45	15
Columbia	Lake City	1415 W US Hwy 90, Suite 110 Lake City, FL 32055	78	26
DeSoto	Arcadia	10 S. DeSoto Avenue, Suite D Arcadia, FL 34266	21	7
Dixie	Lake City	1415 W US Hwy 90, Suite 110 Lake City, FL 32055	8	3
Duval	Jacksonville	921 North Davis St, Bldg A, Suite 150 Jacksonville, Florida 32209	831	277
Escambia	Pensacola	2205 La Vista Avenue, Suite A, Pensacola, FL 32504	311	104
Flagler	Daytona	1160 N. Williamson Blvd. Suite 130, Daytona Beach, FL 32114	46	15
Franklin	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	7	2
Gadsden	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	72	24
Gilchrist	Gainesville	5719 NW 13th Street, Gainesville, FL 32653-2130	4	1
Glades	Clewiston	939 W Sugarland Highway, Clewiston, FL 33440	36	12
Gulf	Panama City	3009 Highway 77, Suite A, Panama City, FL 32405-5059	10	3
Hamilton	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	12	4
Hardee	Sebring	3200 U.S. Hwy. 27 So., Ste. #401, Sebring, FL 33870	26	9
Hendry	Clewiston	939 W Sugarland Highway, Clewiston, FL 33440	10	3

Hernando	Brooksville	324 West Jefferson Street, Brooksville, FL 34601	88	29
Highlands	Sebring	3200 U.S. Hwy. 27 So., Ste. #401, Sebring, FL 33870	51	17
Hillsborough	Tampa	6302 E. Dr. Martin Luther King Blvd., Ste. 110, Tampa, FL 33619	751	250
Holmes	Marianna	4230-D Lafayette Street, Marianna, FL 32446	9	3
Indian River	Ft. Pierce	337 North US Highway #1, Suite C, Ft. Pierce, FL 34950	67	22
Jackson	Marianna	4230-D Lafayette Street, Marianna, FL 32446	26	9
Jefferson	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	11	4
Lafayette	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	2	1
Lake	Leesburg	211 N Pine Ave, Inverness, FL 34450	93	31
Lee	Fort Myers	3745 Broadway, 2nd Floor, Fort Myers, FL 33901-8101	247	82
Leon	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	270	90
Levy	Gainesville	5719 NW 13th Street, Gainesville, FL 32653-2130	34	11
Liberty	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	6	2
Madison	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	28	9
Manatee	Manatee	1115 Manatee Ave, 2nd Floor, Bradenton, FL 34205	132	44
Marion	Silver Springs	5431 E Silver Springs Blvd, Suite 2, Silver Springs, FL 34488-1736	155	52
Martin	Ft. Pierce	337 North US Highway #1, Suite C, Ft. Pierce, FL 34950	34	11
Miami-Dade	Miami	Overtown Transit Village, South Tower, 601 NW 1st Court, 12th Floor, Miami, FL 33136	897	299
Monroe	Marathon	2796 Overseas Highway Suite 218, Marathon, FL 33050	11	4
Nassau	Jacksonville	921 North Davis St, Bldg A, Suite 150, Jacksonville, Florida 32209	27	9
Okaloosa	Crestview	2810 Richburg Lane, Crestview, FL 32539-8937	70	23
Okeechobee	Ft. Pierce	337 N US Hwy 1, Suite C, Ft. Pierce, FL 34950	29	10
Orange	Orlando	Hurston South Tower, 400 W. Robinson St, Ste S509, Orlando, FL 32801	989	330
Osceola	Orlando	Hurston South Tower, 400 W. Robinson St, Ste S509, Orlando, FL 32801	170	57
Palm Beach	West Palm Beach	881 S. Congress Avenue, West Palm Beach, FL 33406	571	190
Palm Beach1	Belle Glade	2990 N Main Street, Belle Glade, FL 33430		
Pasco	Holiday	2127 Grand Blvd STE# 100, Holiday, FL 34690	196	65
Pinellas	Largo	11351 Ulmerton Rd., Suite 207, Largo, FL 33778	572	191

Polk	Lakeland	115 S. Missouri Ave., Suite 102, Lakeland, FL 33815-4601	608	203
Putnam	Palatka	400 N State Road 19, Suite 33, Palatka, FL 32177	81	27
Santa Rosa	Crestview	2810 Richburg Lane, Crestview, FL 32539-8937	52	17
Sarasota	Sarasota	100 Paramount Drive, Suite 100, Sarasota, FL 34232-6051	141	47
Seminole	Orlando	Hurston South Tower, 400 W. Robinson St, Ste S509, Orlando, FL 32801	71	24
St. Johns	Palatka	400 N State Road 19, Suite 33, Palatka, FL 32177	103	34
St. Lucie	Ft. Pierce	337 North US Highway #1, Suite C, Ft. Pierce, FL 34950	154	51
Sumter	Leesburg	211 N Pine Ave, Inverness, FL 34450	22	7
Suwannee	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	32	11
Taylor	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	36	12
Union	Lake City	1415 W US Hwy 90, Suite 110, Lake City, FL 32055	21	7
Volusia	Daytona	1160 N. Williamson Blvd. Suite 130, Daytona Beach, FL 32114	294	98
Wakulla	Tallahassee	325 John Knox Road, Building 300, Tallahassee, FL 32303	13	4
Walton	Crestview	2810 Richburg Lane, Crestview, FL 32539-8937	28	9
Washington	Marianna	4230-D Lafayette Street, Marianna, FL 32446	15	5

Exhibit 4 - Daily Collection File from Contractor

DATA EXCHANGE REQUIREMENTS

When the collection is completed, the Contractor will provide the date of the collection for each party collected to the Department in the CONTRACTOR DAILY COLLECTION FILE.

The file will be formatted as a flat file and will be dropped on an SFTP server identified by the Department by 6:00 a.m. eastern time each business day. If no results are available to be reported on a given day, the Contractor will provide a 0 (zero) byte file by the required time.

CONTRACTOR DAILY COLLECTION FILE			
ID	Data Element	Field Size	Description
1	Genetic testing authorization number	16 bytes- alphanumeric	This is a unique number provided in the work order provided to the collector by the customer. (See Exhibit 5)
2	CSP case number	10 bytes- numeric	This is a unique number provided in the work order provided to the collector by the customer. (See Exhibit 5)
3	Name of the party collected First Middle Last Suffix	40 bytes- alphanumeric 40 bytes- alphanumeric 40 bytes- alphanumeric 3 bytes- alphanumeric	This is a unique number provided in the work order provided to the collector by the customer. (See Exhibit 5)
4	Business Partner ID for party to be collected	10 bytes- numeric	This is a unique number provided in the work order provided to the collector by the customer. (See Exhibit 5)
5	Date sample was collected	8 bytes- numeric- MMDDYYYY	Provided by the Contractor.
6	Notes regarding collection	240 bytes alphanumeric (first 8 bytes must be date of note in format MMDDYYYY)	Provided by the Contractor as text. Note will be loaded to system only once, based on date provided in note.



Child Support Program
DNA Sample Collection for Paternity Testing

Date:

Authorization Number:

Child Support Case Number:

Parties to be collected:

Name	Date of Birth	Business Partner ID

Samples and completed chain of custody to be delivered by trackable delivery to:

DNA Diagnostics Center, Inc.
One DDC Way
Fairfield, OH 45014

Exhibit 6 - Weekly DNA Sample Collection List

Department of Revenue Weekly DNA Sample Collection Appointment File

Draw Site	Appointment Date	Appointment Time	GT Activity ID	External Reference	Activity ID	Scheduled Party Indi	Alleged Father	BP: First Name	BP: Surname	Custodial Parent	BP: First Name	BP: Surname	Child BP 1	BP: First Name	BP: Surname	Child BP 2	BP: First Name	BP: Surname	Admin / Judicial	Served	Count
Overall Result																					

Exhibit 7 – Monthly Performance Report

Monthly Performance Report			Month:	Year:		
Source of DNA Samples Submitted to the Department's Testing Contractor	# of DNA Test Samples Submitted to the Department's Testing Contractor	Contract PAM Standard Achieved yes or no	# of DNA Samples Billed to the Department for the Month	Contractor Comments	Dept. Comments	

Exhibit 8 – Quarterly Operational Effectiveness Instructions and Report

INSTRUCTIONS:

The *Quarterly Operational Effectiveness Report* is submitted in accordance with Attachment A, Scope of Work. It includes, but is not limited to the following:

- Quarter Results
- Met the PAM Standard [yes or no]
- Vendor's Performance Assessment Comments
- Department's Performance Assessment Comments

The goal of the *Quarterly Operational Effectiveness Report* is to ensure that Contractual Performance Accountability Assessment (PAM) and Standard requirements are met and reported. Ongoing and timely communication with the Florida Department of Revenue Child Support Enforcement Program (DEPARTMENT) is an integral and necessary part of CONTRACTOR performance, monitoring, and process improvement.

After each month, the CONTRACTOR will email a *Quarterly Operational Effectiveness Report* to the DEPARTMENT's Contract Manager and other designated individuals, within fifteen (15) calendar days.

The FDOR-CSP may audit and/or verify informational and/or statistical data as reported in the *Quarterly Operational Effectiveness Reports* and *Monthly Performance Reports*. If, during an internal or external assessment, an area of concern is found or cited, a descriptive report must be emailed promptly by the vendor to the DEPARTMENT's Contract Manager. Thereafter, a detailed corrective action plan (CAP) may be implemented at the discretion of the DEPARTMENT, along with an ongoing assessment made of the problem area(s). A set period of months for the monitoring of the CAP will be established by the DEPARTMENT, which during that period, the vendor's corrective and preventative actions will be monitored, reviewed, and evaluated for effectiveness and completion to rectify the identified problem(s).

INSTRUCTIONS BY COLUMN:

Column A – PAM and Standards are listed for reference.

Column B – Insert Quarter Results.

Column C – Enter either Yes or No.

Column D – Enter Vendor Performance Assessment Comments as necessary.

Column E – For the DEPARTMENT only; the DEPARTMENT may enter Performance Assessment Comments, as necessary.

REPORT:

Quarterly Operational Effectiveness Report for: [list month & year]				
PAM & Standards (See Section 3.10 of ITB)	1st Qtr. Results	Met the PAM Standard (yes or no)	Vendor's Performance Assessment Comments	Department's Performance Assessment Comments

INVOICE

Genetic Sample Collection Invoice

Name of Contractor _____

Address Line 1 _____

Contract #: _____

Address Line 2 _____

Contact Person: _____

Phone Number: _____

E-mail: _____

Date of Invoice: _____

Invoice Month and Year: _____

Invoice #: _____

Bill To: Florida Department of Revenue
Child Support Program
Contract Management Invoice Section

Email Group: FDOR-CS-Invoices@floridarevenue.com

Comments				
Total Collections Completed	DESCRIPTION	Unit Rate	Subtotal	AMOUNT
Invoice Total:				\$0.00

I certify the information above is true and correct *(electronic signature acceptable)*

Signature: _____

Date: _____

To: Operational Accounting:

The above charges have been reviewed and are approved for payment:

Amount approved: _____

Date Approved: _____

FDOR Approval Certification Signature: _____

Month of Billing

CSP Case #

DOR Authorization #

Contractor Case ID #

Mother:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Alleged Father:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Alleged Father:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 1:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 2:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 3:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 4:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 5:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Child 6:

Business Partner ID:
Date Request was received from DOR:
Collection Date:
Date Sample Mailed to Test Lab:

Billing Amount:

DOR/CSP Region #:

FL County Where Individual's DNA was Drawn

Total # of Days to Collect DNA Sample After Receiving Request from DOR and Mailing Sample to the Test Lab (formula)

DOR: Approved or Denied (Initial Rebuttal):

DNA Collector Contractor Comments:

DOR: Approved or Denied (Final Rebuttal):

DOR Comments

Exhibit 11 – PUR 1001 and PUR 1000 Forms

DMS Form PUR 1001 General Instructions to Respondents. Per Rule 60A- 1.002(7)(a), FAC, "...in the event of any conflict between Form PUR 1001 and the additional instructions [included in the solicitation] ... the additional instructions shall take precedence over the Form PUR

1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence."

PUR 1001 - GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

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

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

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

Note: N/A for Department of Revenue at this time (See Section 4.3.2).

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

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

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response. **NOTE: This section is superseded by a condition in the ITB (See Section 4.3.9).**

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **Note: This section is superseded by a condition in the ITB (See Section 4.3.7).**

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;

- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a

protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

(PUR 1001 – 60A-1.002(7), F.A.C - R10/06)

DMS Form PUR 1000 General Contract Conditions Per Rule 60A-1.002(7)(a), FAC, "...in the event of any conflict between Form PUR 1000 and the special conditions [included in the solicitation] ... the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence."

PUR 1000 – GENERAL CONTRACT CONDITIONS

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

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

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

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

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

Note: In place of a purchase order, FDOR will issue a contract, or contracts (See Section 2.3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services' vendor list as provided in rule 60A-1.006, F.A.C.**

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

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

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

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

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

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

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

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

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

Note: This section may be superseded by a condition in the ITB (See Exhibit 2, Sample Contract, Section 1F).

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. **Note: This section may be superseded by a condition in the ITB (See Exhibit 2, Sample Contract, Section 1F).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

(PUR 1000 – 60A-1.002(7), F.A.C. – R. 10/06)

Attachment 1 – Cost Information Sheet

Contractor's Legal Name: _____

FEID #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Bidders shall submit pricing for the initial three-year contract term, and for each year of the three one-year optional renewal periods. Pricing for the initial three-year period shall be a firm, fixed price that will be unchanged during the initial term of the contract. **Bidders must use this Cost Sheet – alternative pricing models are not allowed.**

The bidder's costs for each period of service will be weighted and calculated as follows:

CONTRACT PERIOD(S)	WEIGHT FACTOR
YEARS 1 - 3	.70
RENEWAL 1/ YEAR 4	.10
RENEWAL 2/ YEAR 5	.10
RENEWAL 3/ YEAR 6	.10

After the weighted cost for each item is calculated, the four separate costs for that item will be added together to arrive at cost factor for that item. The cost factors for both items will be added together to arrive at the cost factor to be used for scoring purposes.

WEIGHTED COST CALCULATION – CONTRACT PERIOD			
CONTRACT PERIOD	COST PER COLLECTION	WEIGHT FACTOR	WEIGHTED COST
YEARS 1 - 3	\$ _____ /Each	.70	\$ _____ /Each
RENEWAL 1/ YEAR 4	\$ _____ /Each	.10	\$ _____ /Each
RENEWAL 2/ YEAR 5	\$ _____ /Each	.10	\$ _____ /Each
RENEWAL 3/YEAR 6	\$ _____ /Each	.10	\$ _____ /Each
Add the four weighted costs listed above to arrive at a sum that will be used as the cost factor.			\$ _____ /Each

Attachment 2 – Vendor Representative and Alternate

Representative Name: _____

Title: _____

Address: _____

Address: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail Address: _____

Alternate Representative Name: _____

Title: _____

Address: _____

Address: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail Address: _____

ORDERING INFORMATION

ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:

VENDOR _____

ADDRESS: _____

MYFLORIDAMARKETPLACE
FEID# _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

FAXED ORDERS WILL _____ WILL NOT _____ BE ACCEPTED.

Attachment 3 - References

1

Company Name _____
Contact Person _____
Company Address _____
City, State, & Zip _____
Phone Number _____
E-mail Address _____
Product _____
Contact person for contract if different from above _____
Phone Number _____
E-mail Address _____
Date of contract performed for this reference _____

2

Company Name _____
Contact Person _____
Company Address _____
City, State, & Zip _____
Phone Number _____
E-mail Address _____
Product _____
Contact person for contract if different from above _____
Phone Number _____
E-mail Address _____
Date of contract performed for this reference _____

3

Company Name _____
Contact Person _____
Company Address _____
City, State, & Zip _____
Phone Number _____
E-mail Address _____
Product _____
Contact person for contract if different from above _____
Phone Number _____
E-mail Address _____
Date of contract performed for this reference _____

The Department requires three (3) references for like or similar services to those specified in this bid. The Department reserves the right to use references other than those provided by the vendor.

Attachment 4 – Drug Free Workplace Program Criteria

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE