

**FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
PURCHASING DEPARTMENT**

**207 SAN MARCO AVENUE
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WWW.FSDBK12.ORG



**Florida School for
the Deaf & the Blind**

Do More. Be More. Achieve More.

REQUEST FOR PROPOSAL (RFP)

Competitive Solicitation, Request for Proposals (RFP) [§287.057(1)(b); §287.012(23); §255 (Construction), F.S.]

Medicaid Claim Processing – RFP-22-110

**Commodity Code #:
84131608 – Medical Claims Review and Management**

November 30, 2021

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SOLICITATION DOCUMENTS SECTION

SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

NOTE: FSDB will only respond directly to access or procedural questions received in writing (by e-mail). Such questions should only be submitted after reading the entire Solicitation Document (Respondents are responsible for being aware of the contents of this solicitation) as the answer to the question is likely in the document. All other questions will be collected without being answered; answers will be published in writing on or before the date and time specified in the Schedule of Events and Deadlines by amendment pursuant to §287.057(2), F.S. through electronic posting.

Established in 1885 and authorized by §1002.36, Florida Statutes (F.S.), Florida School for the Deaf and the Blind (FSDB), is a fully accredited state public school and outreach center available tuition-free to eligible Pre-K and K-12 deaf/hard of hearing or blind/visually impaired students, including meals, boarding, transportation and other services. Comprehensive educational services at FSDB are individualized, specific to the unique communication and accessibility needs of each student to develop independence and lifelong success.

Florida's competitive procurement process is aimed at the protection of the public against collusive contracts, fraud, bias, and favoritism. Among other things, it is designed to secure fair competition on equal terms to all bidders, to secure the best values at the lowest possible expense, to provide an opportunity for an exact comparison of bids, and to assure that the most responsive bid is accepted.

Pursuant to [§ 287.017, F.S.](#) (purchasing threshold categories), [§ 287.057, F.S.](#), [§ 287.055, F.S. \(CCNA\)](#), and [Chapter 255, F.S.](#) when a state agency wishes to contract for commodities or contractual services, Professional Services, or Construction services that cost in excess of established thresholds, the agency must use one of several types of competitive procurement methods, i.e. Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN).

The RFP is used when the agency determines that an ITB is not practicable, including when the agency is seeking competitive offers for proposed commodities or contractual services to evaluate who best meets certain specifications and qualifications of the solicitation. Under an RFP the agency is not required to award the contract to the lowest bidder, but instead it may be awarded to the most responsible offeror considering price as well as other criteria (§287.057(2)(a), Florida Statutes, mandates that price must be one of the criteria for evaluation, but it is not the controlling criteria).

FSDB is advertising this solicitation for the specified services to result in Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically,

- In accordance with (IAW) §287.057(1), F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of commodities and services with a cost in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO;

This solicitation is designed to obtain a qualified vendor who demonstrates an ability to provide the goods or services stipulated in this solicitation in an equitable and economical manner. Any entity, organization, company, or person interested in submitting a reply must comply with any and all of the terms and conditions described in this Competitive Solicitation. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses according to the instructions. **Respondents are responsible for being aware of the contents of this solicitation and the existence of updates, amendments, clarifications, modifications, and changes published to FSDB's Solicitation web page located at: <http://www.fsdbk12.org/purchasing>.**

1.2 Statement of Purpose

This Competitive Solicitation is being issued by FSDB to obtain competitive responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation, to provide a user friendly off-site hosted internet-based, online, electronic management system, for Medicaid Claim Processing. Vendor will submit all claims to the State of Florida's Title XIX Medicaid Program and/or its Title XXI State Children's Health Insurance Program (SCHIP) with respect to the claimable costs that FSDB incurs in providing health related services to its Exceptional Student Education (ESE) students, and the related administrative costs concerning those services. Vendor will utilize up to date internet billing software to facilitate the claims development process, per the applicable policies and procedures that have been established by the State of Florida and the U.S. Department of Health and Human Services for those two programs. Vendor will develop FSDB's above referenced claims and submit those claims directly to the State of Florida on behalf of FSDB. Vendor will keep FSDB informed of claim status. Vendor will be required to store and electronic copy of all back-up information/source documents in a protected archival environment in accordance with State statutes and FSDB record retention policy. Vendor will train FSDB employees, on-site, regarding the internet- based online system. FSDB student count is approximately 500 students, subject to enrollment changes. FSDB prefers a quarterly billing cycle to be all inclusive of fees and expenses. Contract expected start date is July 1, 2022.

1.3 Contact Person: Procurement Manager & Procurement Officer

This solicitation is issued by the State of Florida, Florida School for the Deaf and the Blind. The sole contact point for all communication regarding this solicitation is the Procurement Officer, then the Procurement Manager:

1. Danielle Falkner, Contract Administrator & Procurement Officer, 904-827-2364, falknerd@fsdbk12.org
2. Kim Whitwam, Director of Purchasing & Procurement Manager, 904-827-2356, whitwamk@fsdbk12.org

Mailing Address:

Florida School for the Deaf and the Blind
Attention: Contract Administrator
Building #1, Moore Hall
207 San Marco Avenue
St. Augustine, FL. 32084

All contact with the Procurement Manager or Procurement Officer shall be in writing via electronic mail, U.S. Mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

1.4 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority Business Enterprises, and Florida Certified Veterans Business Enterprises are encouraged to submit proposals in response to this solicitation and to participate in any conferences, proceedings, and pre-solicitation or pre-proposal meetings which are scheduled. All Vendors shall be accorded fair and equal treatment.

1.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-submission conference and/or response opening shall contact the Purchasing Director at (904) 827-2356 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD).

1.6 Definitions

The definitions found in §287, Florida Statute (F.S.); §255, Florida Statute; and §60A-1.001, Florida Administrative Code (F.A.C.) shall apply to this solicitation. Additional terms are also defined in Appendix A, General Terms & Conditions and relevant applicable statutes. The following additional terms are also defined:

- (1) **AGENCY:** The entity that has released the solicitation. The "AGENCY" may also be "FSDB".
- (2) **BID POSTING:** The official posting and tabulation of all bids received and opened duly presented in response to the bid.
- (3) **BID:** The written response, reply, submission, proposal, or offer of bidder (when submitted on the reproduced approved forms) to perform the contemplated work and furnish the necessary materials and labor in accordance with the provisions of the contract documents. (bid, reply, response, offer, and proposal may be used interchangeably)
- (4) **BIDDER or OFFEROR or RESPONDENT:** Any person or entity who submits a response or bid for the project described in the bid documents.
- (5) **COMPENSATION:** means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- (6) **COMPETITIVE SELECTION:** A competitive selection is made as a result of a Competitive Solicitation.
- (7) **COMPETITIVE SOLICITATION:** means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement as defined by §287.012(6), Florida Statute.
- (8) **CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA):** Refers to §287.055, Florida Statute for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
- (9) **FIRM:** means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- (10) **INVITATION TO BID (ITB):** means a written or electronically posted solicitation for competitive sealed bids as defined by §287.012(16), Florida Statute and authorized by §287.057(1)(a), Florida Statute.
- (11) **INVITATION TO NEGOTIATE (ITN):** means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services as defined by §287.012(17), Florida Statute and authorized by §287.057(1)(c), Florida Statute.
- (12) **NEGOTIATE (or any form of that word):** means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
- (13) **PROCUREMENT OFFICER:** means the contracting personnel identified in the Introductory Materials.
- (14) **REQUEST FOR PROPOSALS (RFP):** means a written or electronically posted solicitation for competitive sealed proposals as defined by §287.012(23), Florida Statute and authorized by §287.057(1)(b), Florida Statute.
- (15) **REQUEST FOR QUOTES (RFQ):** means an oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor as defined by §287.012(24), Florida Statute and authorized by §287.056(2), Florida Statute.
- (16) **RESPONDENT:** means the entity that submits materials to FSDB in accordance with these Instructions.
- (17) **RESPONSE:** means the material submitted by the respondent in answering the solicitation.

- (18) **RESPONSIBLE VENDOR:** means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- (19) **RESPONSIVE BID, RESPONSIVE PROPOSAL, or RESPONSIVE REPLY:** means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.
- (20) **RESPONSIVE VENDOR:** means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- (21) **TIMELINE:** means the list of critical dates and actions included in the Introductory Materials.

SECTION 2 – PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this solicitation and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked, and FSDB will post a notice of intended contract award, identifying the Vendor selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the solicitation

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on FSDB's website and the Florida Vendor Bid System (VBS).

VBS website located at: http://www.myflorida.com/apps/vbs/vbs_main_menu. In order to find postings:

1. Click on Search Advertisements.
2. Under "Agency" select "Florida School for the Deaf and Blind".
3. Scroll down to the bottom of the screen and click on "Advertisement Search."

FSDB's Solicitation website located at: <http://www.fsdbk12.org/purchasing>. In order to find postings:

1. Click on "Current FSDB Competitive Solicitations".
2. Navigate to individual Solicitation folders.
3. Download the Solicitation Document(s).

It is the responsibility of prospective Vendors to check the FSDB website for addenda, notices of decisions, and other information or clarifications to this solicitation.

2.3 Schedule of Events and Deadlines

All times advertised in the Schedule of Events and Deadlines herein are local times for the Eastern Time zone. Although FSDB may choose to use additional means of publicizing the results of this solicitation, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest. All advertised times shall be considered prompt and shall be recorded at the FSDB Campus Police Security Check Point on Genopoly Street. Reply delivery and arrival for mandatory meetings shall be deemed timely only if such incident occurs on or before the time advertised in the Schedule of Events and Deadlines as determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. **Delivering a response or arriving for a mandatory meeting AFTER the time advertised in the Schedule of Events and Deadlines shall preclude the respondent from participation in the solicitation.** If FSDB misses a Solicitation Event due to unforeseen circumstances, it shall be considered to have been cancelled and a new schedule will be advertised as soon as it is possible.

Schedule of Events and Deadlines: Medicaid Claim Processing – RFP-22-110				
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS	SECTION REFERENC E
Solicitation Advertisement	11/30/2021		http://www.myflorida.com/apps/vbs/vbs_main_menu	2.2.1 & PUR 1001 section 14
Advertisement Period Close	1/10/2022			
Question (Procedural) Submission Deadline	12/29/2021	10:00AM	falknerd@fsdbk12.org	2.8
Answers (Procedural) Issued as Addendum	1/3/2022		http://www.fsdbk12.org/purchasing	2.8
Qualification Submission Deadline	1/10/2022	1:45PM	207 San Marco Ave. Attn: Danielle Falkner, Moore Hall, St. Augustine, FL 32084	2.8.1
Qualification Opening & Review*	1/10/2022	2:00PM	207 San Marco Ave. St. Augustine, FL 32084	2.19 PUR 1001 section 12
Committee Review - Shortlist Development*	1/10/2022			
Invitation to Interview/Present (Short-List)	1/12/2022			
Question Submission Deadline	1/17/2022	10:00AM	falknerd@fsdbk12.org	2.8

Answers Issued as Addendum	1/20/2022		http://www.fsdbk12.org/purchasing	2.8
Presentation Submission Deadline	1/27/2022	8:45AM	207 San Marco Ave. Attn: Danielle Falkner, Moore Hall, St. Augustine, FL 32084	2.8.1
Interview/Presentation/Review Period Begins*	1/27/2022	TBA	207 San Marco Ave. St. Augustine, FL 32084	5.2.2
Interview/Presentation/Review Period Ends*	1/31/2022	TBA		
Results Notification**	2/2/2022			2.2.1. & PUR 1001 section 14
Intent to Award Advertisement Open	2/2/2022		http://www.myflorida.com/apps/vbs/vbs_main_menu	2.2.1 , 5.3 & PUR 1001 section 14
Intent to Award Advertisement Close	2/7/2022			
Agreement Draft, Review, Execution	2/21/2022			
Contract term begins***	2/21/2022			

2.4 Mandatory Pre-Response Meeting

This Solicitation does not require a Mandatory Pre-Response Meeting.

2.5 Written Questions

Prospective Vendor questions will only be accepted if submitted in writing to the Procurement Officer via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in the **Schedule of Events and Deadlines**. **No questions will be accepted by facsimile or telephone or after the specified deadline.**

FSDB will only respond to procedural questions directly and as received. Such questions should only be submitted after reading the entire Solicitation Document as **Respondents are responsible for being aware of the contents of this solicitation** and the answer to the question may be in the document. All other questions will be collected, and answers will be published in writing on or before the date and time specified in the **Schedule of Events and Deadlines** by amendment pursuant to §287.057(2), F.S. and through electronic posting on FSDB's website.

Potential respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. **Each respondent is responsible for monitoring the FSDB website for new or changing information.** FSDB 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 FSDB's Procurement Officer or Procurement Manager. Questions submitted to FSDB shall not constitute formal protest of the specifications or of the solicitation.

2.6 Receipt of Replies

2.6.1 Reply Deadline

Replies must be received by FSDB no later than the date and time and at the address provided in the **Schedule of Events and Deadlines**. Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

2.6.2 Binding Replies

By submitting a reply, each Vendor agrees that its reply shall remain a valid offer for at least 90 days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

2.6.3 Bid Bond Not Required

A bid bond or equivalent security is not required in order to submit a reply to this solicitation.

2.6.4 Payment and Performance Bond Is Not Required

A payment and performance bond are not required for this contract and submission of evidence of the Vendor's ability to do so is not required in order to submit a reply to this solicitation. The selected Vendor is not required to submit a payment and performance bond, irrevocable letter of credit or cashier's check prior to contract execution.

2.6.5 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or

be binding upon FSDB unless and until FSDB initiates negotiations or requests supplemental replies. FSDB reserves the right to identify and correct minor irregularities as provided herein but is under no obligation to do so.

2.6.6 Receipt Statement

Replies that are not received at the specified address, by the specified date and time, or not marked as instructed will be rejected and will not be opened or returned by FSDB but will be retained for use in the event of a dispute.

2.7 Oral Presentations as Part of Evaluation

FSDB reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. FSDB will record all oral presentations. **Oral presentations by Vendors are not open to the public pursuant to the exemption provided by §286.0113, F.S.**

2.8 Request to Withdraw Reply

A written request to withdraw a reply, signed by the Vendor, may be considered if received by FSDB within 72 hours after the reply opening date and time as specified in the **Schedule of Events and Deadlines** above. A request received in accordance with this provision may be granted by FSDB upon proof of the impossibility to perform based upon an obvious Vendor error.

2.9 Cost of Preparation of Reply

By submitting a reply, a Vendor agrees that FSDB is not liable for any costs incurred by the Vendor in responding to this solicitation.

2.10 Terms and Conditions

FSDB 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, may be grounds for rejecting a response.

2.11 Truth-In-Negotiation

The successful firm may be required to execute a Truth-In-Negotiation Certificate pursuant to §287.055, F.S.

2.12 No Discrimination

The successful firm shall not discriminate against any person in accordance with federal, state, or local law.

2.13 FSDB's Reserved Rights

2.13.1 Withdrawal of solicitation

FSDB reserves the right to withdraw the solicitation at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.13.2 Rejection of All Replies

FSDB reserves the right to reject any or all response(s) or separable portions thereof not submitted in the manner specified by the solicitation documents or under any of the circumstances prescribed in Rule 60D-5.0071, FAC., at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.; and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, FAC, if the low qualified bid exceeds the project budget.

2.13.3 Right to Inspect, Investigate, and Rely on Information

In ranking replies for selection or negotiation and in making a final selection, FSDB reserves the right to inspect a Vendor's facilities and operations, to investigate any Vendor representations, and to rely on information about a Vendor in FSDB's records or known to its personnel.

2.13.4 Minor Irregularities, Material Variance, and Right to Reject

There is a large body of case law as to what constitutes a minor irregularity versus a material variance from specifications, but generally, a material variation is one which (1) affects the price of the bid; (2) gives the bidder an advantage or benefit not enjoyed by other bidders; or (3) adversely impacts the interests of the procuring agency. *Intercontinental Properties, Inc. v. HRS*, 606 So. 2d 380 (Fla. 3d DCA 1992).

Material deviations or changes include those that involve fraud or misconduct, or that provide a bidder with an unacceptable or material competitive advantage. See *Liberty City v. Asphalt & Concrete*, 421 So. 2d 505 (Fla. 1982).

In general, the test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether it affects the amount of the bid by giving the bidder an advantage not enjoyed by other bidders. Harry Pepper and Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190 (Fla. 2d DCA 1977).

In contrast, minor irregularities have included such matters as the submission of a cashier's check instead of a bid bond, the failure to submit written evidence that agent signing of the owner had authority, and the failure to include a form listing DBE subcontractors, at least where there is an allegation that the form was enclosed but later misplaced. See, e.g., Intercontinental Properties; Asphalt Pavers v. DOT, 602 So. 2d 558 (Fla. 1st DCA 1992).

Often solicitation documents will specifically list "Mandatory Criteria" or "Fatal Criteria". When included, this listing is not exhaustive of required items. The bid or proposal may still be fatally defective if the bidder or proposer is otherwise not responsive to information and criteria specified anywhere in the Solicitation and the omission meets the test of a material variance from the specification requirements as discussed above.

To be responsive, a bid or proposal must conform in all "material" respects to the solicitation. FSDB reserves its rights advertised in Statute or Rule including §287.012(25), FS, §60D-5.0071, FAC, §60D-5.008, FAC, and §60D-5.0091, FAC, to include the right to accept or reject any and all bids, or separable portions thereof at any time, including after an award is made and to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State's best interests. A minor irregularity is a variation from the terms and conditions of this solicitation which does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of FSDB. At its option, FSDB may correct minor irregularities, calculations, or typographical errors but is under no obligation to do so. When correcting minor irregularities, FSDB may request the Vendor provide clarifying information or additional materials to correct the minor irregularity. However, FSDB will not request and the Vendor shall not provide additional materials that affect the price of the proposal or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.13.5 Reserved Rights After Notice of Award

2.13.5.1 FSDB reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award at any time prior to execution of a contract.

2.13.6 Right to Solicit Best and Final Offers (BAFO)

FSDB reserves the right to choose to ask for Best and Final Offers (BAFO) in this solicitation. If this option is exercised by FSDB, your response will be used to complete the evaluation process and determine the best proposal. Before awarding the contract associated with this solicitation, the evaluation committee will evaluate the submissions and rescore the responses as applicable. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.

A request for the submission of a BAFO is only an invitation to participate further in the Solicitation process; it does not convey or imply anything more and is not intended to be a binding commitment to contract, nor will FSDB be obligated in any manner until a formal written contract has been executed.

BAFO refers to a multi-stage procurement process, in which FSDB invites Bidders/Proposers that have submitted substantially responsive Bids/Proposals to submit their Best and Final Offer.

BAFO is appropriate when the procurement process may benefit from Bidders/Prospects having a final opportunity to improve their Bid/Proposal, including by reducing prices, clarifying or modifying their Bid/Proposal, or providing additional information. It is normally particularly effective when markets are known to be highly competitive and there is strong competitive tension between Bidders/Proposers.

The objectives of BAFO are to:

- Increase understanding by Bidders/Proposers of FSDB's requirements;
- Enhance competition amongst Bidders/Proposers who have made a Bid/Proposal submission;
- Create competitive tension amongst highly motivated Bidders/Proposers, which means the procurement process can be concluded quicker as Bidders/Proposers may be more willing to accept a higher risk profile to win the contract;
- Encourage creative or innovative solutions and allowing for different options for delivery to be considered;
- Expose potential risks such as technical shortfalls or depth of competencies;
- Develop contract management objectives and performance metrics to address inherent areas of risk; and
- To allow Bidders/Proposers to adjust their Bids/Proposals for new market conditions and to update their submissions around the edges for new technologies and practices.

2.13.6.1 Procedures for the use of the BAFO process.

A. The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation.

- B. The evaluation committee may restrict the number of proposers invited to submit a BAFO or may offer the option to all proposers.
- C. BAFOs may be conducted with only those proposer(s) most likely to be awarded a contract. Any proposer(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These proposal(s) will not figure into the scoring thereafter.
- D. In order to develop content of the best and final offer, the purchasing lead may collect questions about the proposals from the evaluation committee.
- E. The content of the best and final offer may also be developed as a result of negotiations with the proposer(s) most likely to be awarded a contract.
- F. The evaluation committee may request that the proposer(s) readdress important aspects of the proposal such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions and/or cost.
- G. The purchasing lead will send out the request for BAFOs in a letter stating the areas to be covered and the date and time in which the BAFO must be returned.
- H. All communication to and from proposers regarding the best and final offer will be coordinated by the purchasing lead.
- I. All responses to a BAFO must be returned to the purchasing lead.
- J. BAFOs submitted after the deadline may not be accepted. Only the original and that proposer's most recently submitted response may be used.

2.13.6.2 Content and structure of best and final offers

- A. Best and final offers must contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Proposers may be asked to provide additional clarification to specific sections of their response, and to rework their proposal content or cost proposal.
- B. Best and final offers must include submission requirements with timelines.
- C. Best and final offers must contain information on how the offers will be evaluated and the process that will be used to determine the successful proposer(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
- D. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
- E. The best and final offer may not identify either the current rank of any of the proposers or the lowest costs currently proposed.
- F. Proposer(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
- G. The purchasing lead may elect to issue a best and final offer for cost only to the proposer(s) selected for award by the evaluation committee.

2.13.6.3 Scoring of BAFOs

- A. Evaluation committee members score or rescore the technical portion of the BAFO.
- B. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the purchasing lead. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) must be retained for inclusion in the procurement file. Scores for the BAFOs are entered into a new score sheet/summary worksheet by the purchasing lead.
- C. Cost proposals (if requested) are rescored by the purchasing lead or designee. Only the revised cost proposals from the proposer(s) asked to participate in the BAFO process will be used to calculate the cost proposal score.

2.13.7 Other Reserved Rights

FSDB reserves all rights as provided by law, rule, or regulation, and as may be described elsewhere in this solicitation.

SECTION 3- SPECIFICATIONS

Florida School for the Deaf and the Blind seeks the following:

- A. Serve as the Cost Review Agent for Fee-For-Service under the Medicaid Certified School Match Program (hereinafter referred to as Medicaid Recovery).
- B. Adhere to all applicable state and federal laws, regulations and guidelines pertaining to education and Medicaid Recovery.
- C. FSDB requires vendors to comply with all applicable federal, state, and local statutes regarding student privacy.
- D. For any off-premises solution, FSDB would require (at a bare minimum) the ability to transmit data in a secure manner (i.e., secure FTP utilizing a public/private key exchange) and encrypted data storage. FSDB would require a secure connection (SSL) to authenticate to the site and process transactions. Program administrators/ITS would need to have the ability to selectively authorize/enable or de-authorize/disable user access as necessary. FSDB will supply list of users. Access must be controlled such that users can access only information that they have been provisioned for; unauthorized individuals should be unable to gain access to staff or student PII

- (Personally Identifiable Information) and/or other sensitive information. An audit log/trail should be available to demonstrate what functions have been performed, along with identifying information (user id, IP address) and a date/time stamp.
- E. Create and archive, online, all state or federal governmental required documents, electronically transfer the required documents and reports, and provide graphical ad-hoc reports, dynamics and static.
 - F. Capability of the system to support multiple languages.
 - G. System users' support both during work hours and on weekends
 - H. Training will be provided to FSDB's Exceptional Student Education staff. FSDB shall provide training sites.
 - I. Flexible and scalable electronic management system that includes management of Exceptional Student Education (ESE) records, data, service delivery scheduling, tracking, billing, and Medicaid Recovery in one system.
 - J. Software to have the ability to create reminders and alerts to ensure all designated staff perform and conduct services and interventions in the same manner.
 - K. Electronic management system that integrates health services logging and Medicaid Fee-For-Service billing in one platform so that complete documentation of all health-related services to children allows complete transparency of prescribed versus delivered versus billed services.
 - L. System used by Vendor will be required to allow for hard-copy signatures on compliance documents. Currently FSDB requires hard-copy signatures due to our systems locally. Vendor needs ability to accept scan of FSDB's hard-copy signed documents.

SECTION 4 – INSTRUCTIONS FOR RESPONDING

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines**. The Vendor must choose the appropriate means for delivery and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. Time of arrival for courier delivered replies shall be the time of receipt in the FSDB Mail Room. **Late replies will not be opened or evaluated.**

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the Vendor and not required by FSDB, must comply with the requirements of this section and must be received by the deadline specified in the **Schedule of Events and Deadlines**.

4.1.4 Complete Sealed Reply (mandatory requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- 4.1.4.1** The original, each copy, and the electronic versions of the reply must be clearly identified and **sealed** in an appropriate **sealed** container or package;
- 4.1.4.2** The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package;
- 4.1.4.3** **one** original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply;
- 4.1.4.4** **five** copies of the Reply;
- 4.1.4.5** **one** electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this solicitation (i.e. Spreadsheets, Financials, etc.).
- 4.1.4.6** A reply that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

4.2 Reply Format

4.2.1 Replies to be Thorough

Vendors must provide thorough and specific replies for how they propose to address each of the requirements/ specifications. Vendors are advised to consider the evaluation criteria and replies must follow the format described herein.

4.2.2 Reply Clarity Essential

Vendors are advised that FSDB's ability to conduct a thorough review of replies is dependent on the Vendor's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Vendor.

4.2.3 Replies to be Concise

The Reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and

clarity of content. The terms "shall", "will" and "must" used within the solicitation identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the reply being rejected at FSDB's discretion.

4.2.4 Hard copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, normal to narrow margins, 12-point type, and portrait orientation. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound (**no 3-ring binders**) and the front of each clearly labeled with the following:

- 4.2.4.1 Title of the Reply;
- 4.2.4.2 Solicitation number;
- 4.2.4.3 Vendor's name; and
- 4.2.4.4 Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed in Section 4.4 – in the order listed therein.

4.2.5 Electronic Copy Format (mandatory requirement)

BE SURE TO FOLLOW THESE DIRECTIONS. The required electronic format of the Reply **must** adhere to the following standards:

- The response document shall be a single document containing all of the elements of the printed version – in the same order and in the same format. It shall be an exact electronic replica of the printed document – not a similar representation of it – **do not submit each tab as a separate PDF file on the USB drive.** The electronic submission **must be a single file on a USB Thumb Drive – it must be identical to the submitted printed original in form and structure.**
- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format ("pdf"), version 6.0 or higher – no password encryption will be accepted. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. **The electronic copies shall not be password protected** and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation.

The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non "original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply. **If the electronic version is found to deviate from the original in any way, this may be grounds for deeming the response INCOMPLETE.**

4.2.6 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. FSDB's evaluators will not be responsible for searching for relevant reference material.

4.3 Public Records and Trade Secrets

4.3.1 Replies and Other Submissions Are Property of the State

All materials submitted in reply to this solicitation become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.3.2 Replies and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to §119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSDB, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

4.3.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a

separately bound document (or in the case of electronic media, a separate file, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, solicitation No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.3.4 **Vendor's Duty to Respond to Public Records Requests**

In response to any notice by FSDB that a public records request received by FSDB encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide FSDB with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSDB is authorized to produce the records sought without any redaction.

4.3.5 **FSDB Not Obligated to Defend Vendor Claims**

FSDB is not obligated to agree with the Vendor's claim of exemption and, by submitting a reply or other submission, the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorneys' fees and costs, FSDB for any and all claims and litigation (including litigation initiated by FSDB) arising from or relating to Vendor's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Provider's redaction.

4.4 **Content and Structure of the Reply**

DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed as follows – *in the order listed and utilizing the following pages as Document Tabs to organize the data.*

Submittals for a Qualification and Presentation/Interview

Qualification submission round	4.4.1-Title Page 4.4.2 – Tab 2: Required Vendor Registration, Licensure, and Insurance 4.4.3 - Appendix A ONLY 4.4.4 – Tab 3: Vendor's Qualifications, 4.4.5- Tab 4: Technical Qualifications 4.4.7 – Tab 6: Vendor's Supplemental (if Respondent desires) Reply Submission Label Required with Sealed Bid
Presentation/ Interview submission round	4.4.3- Appendices B through F 4.4.6- Tab 5: Vendor's Approach 4.4.7 – Tab 6: Vendor's Supplemental (if Respondent desires) Delivery of Presentation material does not require sealed requirements- MUST be deadline in schedule of events

Established herein are certain requirements which must be included as a part of any submitted proposal. Deviation from, or omission of, such requirement may not by itself cause rejection of a proposal. The right is reserved to determine which Respondents have met the basic requirements of this SOLICITATION, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept bids which deviated in minor or technical fashion is also reserved.

Only those Respondents who have met the mandatory requirements of this Solicitation will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all bids. Failure to meet any contractual obligations may result in cancellation of any award.

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this Solicitation. Fancy bindings, colored displays, promotional material, etc. are not desired. Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by FSDB and then only to the extent requested.

The following pages (4.4.1 through 4.4.6) are to be used as Tab Dividers in the Response.

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4.4.1 Title Page (mandatory requirement)

4.4.1.1 Project Name and Solicitation number: Medicaid Claims Processing – RFP-22-110

4.4.1.2 Vendor's legal name: _____

Physical address: _____

Physical address: _____

Federal tax identification number:

4.4.1.3 Person who can respond to inquiries regarding the reply:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.4.1.4 Person who will sign a contract, if awarded:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.4.1.5 Narrative about the history of the firm, including date of inception, ownership structure, and number of employees:

[This space intentionally left blank]

4.4.2 TAB 1: Required Vendor Registration, Licensure, and Insurance (mandatory requirement - Qualification submission)

4.4.2.1 MFMP Registration and Substitute W-9 filing

Each bidder and each subcontractor must be registered in the My Florida Market Place and have an electronic "Substitute W9" form on file with the State of Florida CFO's Office as required in GENERAL TERMS AND CONDITIONS FOR CONTRACTS, Article 1.05 – Authorization to do Business in the State of Florida.

Attach evidence of required registrations in the form of a copy of the MFMP Registration verification from the MyFloridaMarketPlace Vendor Information Portal which can be obtained from:

- <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

FSDB does not collect or retain W9 forms - do not submit a hard copy W9 form.

4.4.2.2 Registrations and Licenses

Each bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses, and registrations.

4.4.2.3 Certificate of Insurance

The reply must include a certificate of insurance.

4.4.2.4 Bid Bond Not Required

A bid bond is not required to accompany the reply.

4.4.2.5 Evidence of Ability to Provide Payment and Performance Bond Is Not Required

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is not required to accompany the reply.

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4.4.3 TAB 2: Required Vendor's Statements, Certifications, and Cost Proposal (mandatory requirement)

Appendix Documents: Appendix A is a mandatory requirement of the Qualification submission while the remaining appendices are to be submitted with the final presentation solicitation response (*signatures and data must be contained within the provided box for future redaction*) and include:

- APPENDIX A – Affidavit of Compliance with Minority Business Participation
- APPENDIX B – Receipt of Addendum Form
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Identical Tie Bids Statement
- APPENDIX E – Notice to Contractors
- APPENDIX F - Vendor's Proposal

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APPENDIX A – Affidavit of Compliance with Minority Business Participation

Comes now _____ as _____ of
(name) (position of authority)

(name of firm) and after being sworn, deposes and states under oath:

- I acknowledge my understanding that the policy of Florida School for the Deaf and the Blind is to encourage the maximum participation of Minority Business Enterprises (MBE) in its procurement activities. Accordingly, I affirm that the company I represent holds the MBE status indicated below:

CHECK BOX	MBE Participation
	State of Florida Certified MBE business (submit supporting certification documentation*)
	Eligible for Florida MBE certification ¹ , but not certified (submit supporting affidavit*)
	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
	Ineligible firm with one MBE certified sub-consultant firm contracted (submit supporting documentation & affidavit*)
	Ineligible firm, or insufficient/no documentation submitted, or no selection made herein.

*These must be attached to this form as a condition for points award, otherwise the response will be deemed to not have required documentation to support the classification and a score of -0- will be recorded.

- Our Firm has also taken additional action to solicit and encourage minority business participation as follows:

FURTHER AFFIANT SAYETH NOT IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20 _____.

BY: _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20 _____.

My commission expires:

(Notary Public)

END OF DOCUMENT

¹ In accordance with the Eligibility Requirements advertised by the State of Florida Department of Management Services and found at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

APPENDIX B – Receipt of Addendum Form

Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDA NO. _____ DATED _____

ADDITIONAL ADDENDA:

DURING THE SOLICITATION PROCESS AND PRIOR TO BIDDING, **SITE VISITS** WERE MADE BY MY FIRM ON THE FOLLOWING DATE(S):

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____ _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

(Notary Public)

END OF DOCUMENT

APPENDIX C – Public Entity Crimes Sworn Statement

STATEMENT PURSUANT TO §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by _____ (print name and title) for _____ (print name of entity submitting sworn statement) whose business address is _____, and whose Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this statement)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, and bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime; or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents whose are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Indicate which statement applies by check mark.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Either the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____

(name of authorized principal)

(Signature of principal in firm)

(firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

_____ My commission expires:

(Notary Public)

[This space intentionally left blank]

END OF PUBLIC ENTITY CRIMES SWORN STATEMENT DOCUMENT

APPENDIX D – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by Florida School for the Deaf and the Blind 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 contractors have 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' 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 subsection 1 (above).
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 violations of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace though implementation of this section.

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

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____

(name of authorized principal)

(Signature of principal in firm)

(firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

(Notary Public)

[This space intentionally left blank]

END OF DOCUMENT

APPENDIX E – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the “Badging” requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.;
2. They have reviewed the “Campus Access ID Requirements” document found in the FSDB Solicitations DropBox folder accessible from the FSDB website;
3. The required background check will be conducted by a third-party vendor (Fieldprint) and the vendor will require an FSDB specific Code for processing which shall be provided after award;
4. Fieldprint will initiate background checks on all contractors and their staffs. No one will be permitted access to the campus until completion of the background check and issuance of an FSDB Identification.
5. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification he will be escorted from the campus and not permitted to return.
6. All contractors are required to ensure that persons working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.
7. They are required to comply with these requirements **at their own expense**;
8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

Name of Firm

Authorized Signature

(Print Name and Title)

Date

END OF DOCUMENT

APPENDIX F -Proposal Form

Florida School for the Deaf and the Blind
 Purchasing Department - Contract Administrator
 207 San Marco Avenue
 St. Augustine, FL 32084

To Whom It May Concern:

The undersigned Contractor, hereinafter called "Bidder" proposes to furnish all materials and labor for Florida School for the Deaf and the Blind facility project in St. Johns County. In full accordance with the described Scope of Work, bidder submits the following cost proposal.

Proposal Amounts will be the prices listed in Article 3 of the Contract - "Deliverables and Payments"			Amounts intended for evaluation purposes only - not included in Contract Scope or Deliverables.	
Description	Unit	Amount*	Hypothetical Quantity**	Base Sum (for Evaluation) **
Quarterly Invoicing to include: 1.The Exceptional Student Education (ESE) electronic management system, 2. Cost review agent for the fee-for-system under the Medicaid Certified School Match Program 3.Service, scheduling, tracking, and billing 4. Annual Maintenance				
Training cost (if applicable)				
Installation Implementation Services (if applicable)				
Total Base Bid Amount (for evaluation/comparison purposes only)				

*Vendor can attach additional pages as necessary for proposal form and/or additional deliverables as necessary.

**FSDB reserves the right to calculate a 'Base Sum' for comparison purposes only by applying submitted variable/ unit prices to hypothetical quantities which are not intended to be contractual or actual quantities but are intended to be applied to the quoted unit cost for purposes of evaluation only. The successful respondent shall bill according to the contract for the actual quantities used at the submitted unit cost.

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of sixty (60) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said sixty (60) day period, (2) that in the event the contract is awarded to this "Bidder," he/she will within thirty (30) consecutive calendar days after it is submitted, enter into a written contract with the "Owner" in accordance with the accepted bid.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____ (name of authorized principal) _____ (Signature of principal in firm) _____ (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

(Notary Public)

4.4.4 TAB 3: Vendor's Qualifications

4.4.4.1 References

Provide three (3) reference with contact names, addresses, phone, and e-mails of schools, or school systems where your organization has successfully installed an Exceptional Student Education and Medicaid reporting system. Please include information regarding the size of the school/school system and implementation.

4.4.4.2 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals or subcontractors who will be assigned to this project.

Provide documentation of being an established software provider, for a minimum of five years, and proof of both providing and managing PK-12 ESE and Medicaid Recovery Systems software for a P K-12 educational sector of similar size and complexity as FSDB and have evidence of at least one successful project implementation with a school district.

Provide documentation to show experienced ESE professionals, project managers, and implementation consultants, who have worked on previous successful engagements with your company that required compliance with the Individuals with Disabilities Education Act (IDEA), the accompanying Florida statutes associated with IDEA, and Section 504 Rehabilitation Act of 1973. Must provide resumés.

Describe and provide proof of the Medicaid compliance experts and attorneys on your staff, full-time, which will bring, to FSDB, expertise in federal and state Medicaid regulations.

In determining Vendor capability, FSDB may consider any information or evidence which comes to its attention, and which reflects upon a Vendor's capability to fully perform the contract requirements or the Vendor's demonstration of the level of integrity and reliability which FSDB determines to be required to assure performance of the contract.

4.4.4.3 Capacity:

Describe the capacity to support FSDB and up to 500 students (subject to enrollment) who will use this application.

Describe any available scalability testing information to support this capacity.

Describe the back-up and recovery procedures, listing minimum requirements.

Describe how you will create and archive, online, all state or federal governmental required documents.

Describe how you will electronically transfer the required documents and reports.

Describe how your product will provide graphical ad-hoc reports, dynamics and static.

Describe how the electronic management system will integrate health services logging and Medicaid Fee-For-Service billing in one platform so that complete documentation of all health-related services to children allows complete transparency of prescribed versus delivered versus billed services.

Describe the system' capability to support multiple languages. Please specify all languages the systems is capable of.

4.4.4.4 Compliance

Describe how this product allows for online use (e.g., anytime, anywhere access). Describe how this product uses assistive technologies to comply with IDEA (Individuals with Disabilities Education Act) and Section 504 federal requirements. Describe how the system will meet FSDB's needs and guides users, step-by-step through the complexities of ESE compliance.

[This space intentionally left blank]

4.4.5 TAB 4: Technical Qualifications Information

4.4.5.1 Technical Requirements

Provide technical requirements necessary to effectively run the system FSDB requires that the hardware configurations provided will be sufficient to allow FSDB to operate the proposed software and any releases for a minimum of three years from implementation.

Provide documentation (i.e., a flow chart describing the architecture or detailed written response is requested) showing that the proposed software is a centralized system for all required functions.

Provide the minimum requirements, for your package, for the end-user PC, recommended hardware/software, and configuration such as Web browsers and Operating systems.

4.4.5.2 Maintenance or Updating

Describe how the software system utilizes a centrally managed software version upgrade methodology, (i.e., version control capability).

Describe how your company manages software updates, patches, and fixes. Describe how the costs are included in the maintenance. The vendor is requested to detail associated costs, if not.

4.4.5.3 Interfacing with Existing systems and transfers

Describe whether your system offers a Software Development Kit or APis (Application Program Interface).

Describe whether your system has any issues transmitting and/or receiving files, using secure FTP (SFTP).

Describe how your system would interface, wither with our SQL operational data store, or our homegrown student information system without an S/IF (School Interoperability Framework) interface, in order to load existing student demographics, school, and SPED-specific data, with delta processes occurring at frequencies no less than once per day, provide SPED data, for the purpose of state reporting processes and local reporting, at frequencies of no less than once per day.

Describe the built-in support for data export/import that permits interfacing with FSDB applications. Include what type of data transfer is supported and what type of data encryption is supported with these transfers.

4.4.5.4 System and Software Support

Describe how the system users' support will be provided; assuming first-tier calls are handled by FSDB. Describe how your company will be capable of providing toll-free, telephone, second-tier support, Monday through Friday, 7:00 a.m. to 7:00 p.m. EST for user support. Describe how the system's support will be provided after work hours and on weekends.

4.4.5.5 Input and Integrated Systems Requirements

Describe how the software provides for a flexible and scalable electronic management system that includes management of Exceptional Student Education (ESE) records, data, service delivery scheduling, tracking, billing, and Medicaid Recovery in one system. Describe software's ability to create reminders and alerts to ensure all designated staff perform and conduct services and interventions in the same manner.

4.4.5.6 Access

Describe how proposed system would support a Single-Sign-On from our portal, using credentials from the FSDB's Active Directory data base. (Users would not need a separate sin-on to proposed system. Verification of authorization of FSDB staff member must be verified by proposed system.

[This space intentionally left blank]

4.4.6 TAB 5: Vendor's Approach

4.4.6.1 Implementation Strategy:

Describe how the software system you are proposing will be implemented, including timelines, examples of staff to be utilized, how you will provide full-time, on-site project management for the first year of the contract. Describe how the electronic management system will integrate in a single platform for all services, which include tracking, documentation management and reporting for Exceptional Student Education and Medicaid Recovery. Indicate minimum time frame for installation for FSDB.

Describe how your organization will provide Special Education Medicaid billing services, documentation and tracking capability.

Describe how your platform will integrate to FSDB's ability of hard-copy signed documents to be scanned to Vendor.

4.4.6.2 Training

Provide a detailed plan on how your training will be provided to the FSDB's Exceptional Student Education staff including your methodology for District-specific users. FSDB shall provide training sites.

[This space intentionally left blank]

4.4.7 TAB 6: Vendor's Supplemental Information

Supplemental Information: The vendor may attach other information they deem pertinent or appropriate in this section.

[This space intentionally left blank]

Reply Submission Label – Qualifications Submission

Replies must be received by FSDB no later than the date and time and at the address provided in **The Schedule of Events and Deadlines**. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

Responses will be received at:

Florida School for the Deaf and the Blind
Attention: Danielle Falkner, Contract Administrator
Building #1, Moore Hall
207 San Marco Avenue
St. Augustine, FL. 32084

- *Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*
- *Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room*

Responses arriving after the deadline or not marked as instructed will not be opened or returned.

NOTE: This label MUST be attached to the outermost package containing the response. This label MUST be visible without having to breach any packaging, envelope, or container. If this label is not visible on the outermost packaging, the response may not be received properly or timely and your response may not be considered as a result.



SEALED RESPONSE FOR:

Medicaid Claims Processing
RFP-22-110

FROM: _____

Company Name

Attention: Danielle Falkner, Contract Administrator

DO NOT OPEN PRIOR TO: January 10, 2022, at 2:00 PM

----- **DO NOT TAPE INSIDE THIS AREA** -----

Delivered By: _____

Received By: _____

Date & Time Received: _____

----- **DO NOT TAPE INSIDE THIS AREA** -----

SECTION 5 – THE SELECTION METHODOLOGY

The SOLICITATION process is divided into two (2) phases, the Evaluation Phase and the Presentation/ Interview Phase. The Evaluation Phase involves FSDB's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this RFP. FSDB will then select Respondents within a competitive range ("shortlist") and commence Interviews. FSDB reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for Interview or change the method of Interview, if it determines that to do either would be in the best interest of FSDB. A Respondent will be deemed responsive unless determined to be nonresponsive as defined in this document.

In the Interview Phase, FSDB may request oral presentations, supplemental and/or revised replies, sample work product and/or best and final offers based on the Interviews. Following Interviews, FSDB will post a notice of intended contract award, identifying the Respondent that provides the best value to FSDB.

5.1 Selection Procedures & Mandatory Requirements

- 5.1.1 Each proposal will be fully evaluated. FSDB, at its sole discretion, will determine whether particular proposers have the basic qualifications and experience and/or meet the evaluation criteria. FSDB may reject the proposal of any proposer who is determined to be non-responsive. The failure of a proposer to promptly supply information may be grounds for a determination of "non-responsive".
- 5.1.2 A selection team of FSDB staff will meet and review the material submitted in response to this request. The selection team will evaluate the information provided; including the findings of the reference checks conducted, and will rate each firm/bid separately according to the factors set forth below and ranked according to the total number of points the individual proposal earned, based on the stated maximum point allowance per factor.
- 5.1.3 It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The company will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures. Any selection made under this solicitation shall be made to the Offeror who provides the best offer for FSDB based on the evaluation criteria found in this Request for Proposal. Should any evaluating factor change prior to selection, the Offeror shall promptly notify FSDB of such change.
- 5.1.4 Selection Materials Preparation: The Procurement Officer and Procurement Manager will prepare the Selection Evaluation Form. In preparing the Selection Evaluation Form, the Procurement Officer and Procurement Manager will list each applicant in alphabetical order and review each response for completeness and compliance with the instructions stated in the public announcement and the criteria established in the FSDB solicitation package. A copy of the Selection Evaluation form is in the solicitation document.
- 5.1.5 Qualification Screening: The FSDB Procurement Manager and Procurement Officer will open and record the responses at the appointed time and qualify each by examination. Utilizing the checklist, the responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document.
- 5.1.6 A Vendor must comply with all Mandatory Requirements in order to be considered for selection under this solicitation. The Procurement Manager or Procurement Officer will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
- 5.1.7 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.
- 5.1.8 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.2 Evaluation Methodology for Ranking and Shortlisting

Only responses that meet the mandatory requirements of this RFP will be considered by FSDB. Responses will be independently evaluated by an evaluation team ("Evaluation Team") on the basis of written responses to this RFP and additional written information as requested. Responses will be evaluated in three steps as follows:

- ✓ Step 1 – Evaluation of Mandatory Requirements of Responses
- ✓ Step 2 – Evaluation of Responses
- ✓ Step 3 – Ranking of Respondents for Negotiation

FSDB reserves the right to determine which responses meet the mandatory requirements of this RFP, and whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept responses which deviated in minor or technical fashion is also reserved.

5.2.1 Step 1 – Evaluation of Mandatory Requirements of Responses

The evaluation process will begin with a review of the mandatory requirements as set forth in the RFP. Any response that does not meet the mandatory requirements of the RFP will be rejected. No points will be awarded in this evaluation step. A Vendor must comply with all Mandatory Requirements in order to be considered for selection under this solicitation.

- 5.2.1.1 The Procurement Manager or Procurement Officer will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
- 5.2.1.2 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.
- 5.2.1.3 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.2.2 Step 2 – Evaluation of Responses and Interviews

Appendix A listed in 4.4.3 is to be included in the response to this phase. All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated. FSDB will seek to negotiate a contract with the Respondent(s) that submits the best responsive proposal. Responsive Respondents will be independently evaluated by each member of the Evaluation Team and points will be awarded in the following areas for a maximum total of 150 points per evaluator:

Phase 1 - Evaluations:

- 5.2.2.1 **Completeness of submitted proposal and adherence to stated criteria:** The responses will be subjectively evaluated to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document and a relative rating assigned utilizing a **maximum of rating of 10**.
- 5.2.2.2 **Minority Business Enterprises (MBE):** It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE participation. An objective evaluation will be conducted and a **maximum of rating of 5** will be awarded based on the following:

RATING	MBE Participation
5	State of Florida Certified MBE business (submit documentation)
4	Eligible for Florida MBE certification ² , but not certified (submit affidavit)
3	Ineligible firm with three MBE certified sub-consultant firms contracted (submit documentation & affidavit)
2	Ineligible firm with two MBE certified sub-consultant firms contracted (submit documentation & affidavit)
1	Ineligible firm with one MBE certified sub-consultant firm contracted (submit documentation & affidavit)
0	Ineligible firm, or insufficient/no documentation submitted supporting higher rating

Regardless of rating, the firm selected to provide services shall be required to make all efforts reasonably necessary to ensure that Minority-Owned Business Enterprises have a full and fair opportunity to compete for performance on projects. The Contractor shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of work under this contract.

- 5.2.2.3 **References and Past Performance:** The past performance and reference information of each applicant will be subjectively evaluated, and a relative rating assigned. References will be from prior clients within the past three years as of July 1 of the current year and will provide name, project locations, date completed, and staff member involvement to include phone and email addresses. Past performance data on file with FSDB will be considered only for the past three years as of July 1 of the current year, except in cases where no performance data is on file for the applicant's firm in which case the references of the applicant will be evaluated. Members of the Committee may take into consideration their own personal knowledge of a firm's past performance, but this must be documented in the selection file. **A grading range of 0-15 is used.**
- 5.2.2.4 **Qualifications and Experience:** Related Experience and Ability: Consideration will be given to being an established software provider with experience in providing and managing PK-12 ESE and Medicaid Recovery Systems. The relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, the

² In accordance with the Eligibility Requirements advertised by the State of Florida Department of Management Services and found at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

abilities and qualifications of the applicant and proposed staff as related to the project's specific requirements, their ability to accomplish the project, and their experience having worked together as a team on prior projects. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be subjectively evaluated utilizing a **grading range of 0-15**.

5.2.2.5 Capacity and Availability: The applicant and any outside consultants' system capacity regarding the needs of FSDB, how the system meets compliance requirements, and the training services provided will be subjectively evaluated and a relative rating assigned. **A grading range of 0-25 is used.**

5.2.2.6 Technical Qualifications: The relative technical qualifications of each applicant, in regard to maintenance and updating, interfacing with existing systems and transfers, system and software support, input and integrated system requirements, and ease of access with respect to the project scope, will be subjectively evaluated utilizing a **grading range of 0-20**.

Phase 2 – Presentations/Interviews:

Appendices B through F listed in 4.4.3 are to be included in the response to this phase. Based on the published ratings, the three firms with the highest scores will be invited to present oral interviews. Based on the needs of FSDB and in the best interest of the State of Florida, the Committee may at its discretion decide to interview more than three firms. The Evaluation Committee will review and assess the previous rating evaluations of each firm and subjectively rate each firm in the following additional categories:

5.2.2.7 Implementation strategy: As a part of the project approach, the applicants should propose a scheduling methodology for effectively managing and executing the implementation, processing time, training in optimum time and indicate their procedure for scheduling and for compliance controls. **Grading range is 0-25.**

5.2.2.8 Understanding of the Program and Project Requirements: The understanding that the applicant and any outside consultants, demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interviews. **Grading range is 0-15.**

5.2.2.9 Response Pricing: Response pricing will be submitted on the provided proposal form. Rates and mark-ups will be calculated into a Base Bid Amount by utilizing an FSDB developed Base Bid Calculation matrix and may include applying submitted rates to a hypothetical project, quantities, or schedule. These hypothetical criteria will not be included in the resulting contract but will only be used to determine the Bid Price Rating as an objective criterion based on the bid price ranking as follows:

Points	Bid Price Ranking
20	Lowest priced bid
15	2nd lowest priced bid
10	3rd lowest priced bid
5	4th lowest priced bid
0	All other higher priced bids

5.3 Final Selection and Notice of Intent to Award Contract

5.3.1 Award Selection

FSDB will select for award of the contract the responsive Vendor or Vendors as determined by the President or designee to provide the best value to the State.

5.3.2 FSDB's Right to Rely on Replies and Evaluations

FSDB reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted.

5.3.3 FSDB's Evaluation Team Recommendation

FSDB's Evaluation Team will develop a recommendation as to the award that will provide the best value to the State based on the selection criteria. The Procurement Manager or Procurement Officer will prepare a report to the President or designee regarding the recommendation of the Evaluation Team.

5.3.4 President's Approval

The President or designee will approve an award that will provide the best value to the State, based on the selection criteria, taking into consideration the recommended award by the Evaluation Team. In so doing, the President or designee is not

required to score the Vendors but will base his or her decision on the criteria set forth herein. If the President or designee determines that two or more replies most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, F.A.C. and §295.187, F.S.

5.3.5 FSDB's Reserved Rights

FSDB reserves the right to:

- 5.3.5.1 Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- 5.3.5.2 Divide the work among Vendors by type of service or geographic area, or both;
- 5.3.5.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- 5.3.5.4 Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a contract or defaults in performance. In such event, FSDB reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

5.3.6 Posting Notice of Award

FSDB will post a Notice of Intent to Award Contract, stating its intent to enter into one or more contracts with the Vendor or Vendors identified therein, on the VBS website and/or the FSDB website as described herein. Any negotiations to finalize terms and conditions of the contract after such notice will involve a FSDB designee and not FSDB's negotiation team, although members of the team may assist the designee in such negotiations.

COMPETITIVE SOLICITATION EVALUATION FORM

The Florida School for the Deaf and the Blind

Medicaid Claims Processing SELECTION

Solicitation No. RFP-22-110
Project Name: Medicaid Claims Processing
Project Location: FSDB Campus
Date: IAW Promulgated Timeline

Selection Committee Member:

Person 1

Signature: _____

Date:

Mandatory Requirements Checklist

5.1.4 Complete Sealed Reply (mandatory requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- The package must arrive before the deadline stipulated in the Solicitation Document;
- 5.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package;
- 5.1.4.2 The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package;
- 5.1.4.3 **one** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply;
- 5.1.4.4 **five** copies of the Reply;
- 5.1.4.5 **one** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the Solicitation Document*.
- 5.1.4.6 **Reply is complete***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

Certification of Qualification

Signature – Kim Whitwam, Director of Purchasing

Date

Signature – Danielle Falkner, Contract Administrator

Date

* A reply initially marked 'complete' may be deemed incomplete if it does not contain indicated mandatory requirements or if the electronic version is found upon inspection to be non-compliant.

CONTRACT DOCUMENT SECTION

The following pages are intended to represent a draft of the final contract to be awarded as a result of this solicitation. The final contract will be circulated for signature electronically* via DocuSign. The vendor to whom an award is made will receive an e-mail from DocuSign and once fully executed, a "Completed" notification will be sent automatically via DocuSign containing a copy of the executed contract for download.

Upon receipt of the DocuSign e-mail, please click the link in the DocuSign e-mail and follow the steps to sign the electronic document. If you do not already have a DocuSign account (it isn't necessary to have an account) you can create one on your first use. There are step by step instructions here: <https://support.docusign.com/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing>.

Or you can view tutorial videos here: <https://support.docusign.com/en/videos>

Additionally, please be aware that Rule 60A-1.030, Florida Administrative Code requires that all Contractors doing business with the State of Florida have on file an electronic Substitute W-9 and be registered with the My Florida Marketplace (MFMP) E-procurement system. Registration with MFMP can be easily completed by visiting the MFMP website below. For additional information or questions, you may contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776) or Danny Geores (904-827-2342) here at FSDB. Submitting a Substitute Form W-9 is a two-step electronic process. First, visit: <https://flvendor.myfloridacfo.com/> and Register, then go back and complete Step 2.

Finally, please be aware of the "Badging" requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S. As an FSDB contractor your company will be required to comply with the foregoing at your own expense. The required background check will be conducted by a third-party vendor and you will require an FSDB specific Code for processing with Fieldprint. **If you require them, please contact the assigned FSDB Contract Manager and instructions will be provided.**

**The Electronic Signature Act of 1996 (ESA) which is codified in §668.001-006, Florida Statutes and the Uniform Electronic Transaction Act (UETA) which is codified in §668.50, Florida Statutes state that electronic signatures have the same legal effect as written signatures. To save resources and time, FSDB processes, signs, and stores all contracts electronically utilizing DocuSign for this purpose.*

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**AGREEMENT BETWEEN THE STATE OF FLORIDA
FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
AND
COMPANY**

This AGREEMENT is entered into in the City of Saint Augustine, St. Johns County, Florida, by and between **THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND**, hereinafter called "FSDB", an agency of the State of Florida, with headquarters located at 207 San Marco Avenue, Saint Augustine, Florida 32084, and **COMPANY**, hereinafter called "CONTRACTOR" authorized to do business in the State of Florida, with its principal office at COMPANY ADDRESS. FSDB and Contractor are collectively referred to herein as the "Parties." This AGREEMENT shall bind the parties upon its execution by their representatives.

1. ENGAGEMENT OF THE CONTRACTOR

FSDB agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below, in the Competitive Solicitation RFP-22-110 and the CONTRACTOR's Solicitation Response which are attached and incorporated herein by reference. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without prior written consent of FSDB.

2. SCOPE OF WORK

(1) CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation (RFP-22-110) for to provide a user friendly off-site hosted internet-based, online, electronic management system, for Medicaid Claim Processing. Vendor will submit all claims to the State of Florida's Title XIX Medicaid Program and/or its Title XXI State Children's Health Insurance Program (SCHIP) with respect to the claimable costs that FSDB incurs in providing health related services to its Exceptional Student Education (ESE) students, and the related administrative costs concerning those services. Vendor will utilize up to date internet billing software to facilitate the claims development process, per the applicable policies and procedures that have been established by the State of Florida and the U.S. Department of Health and Human Services for those two programs. Vendor will develop FSDB's above referenced claims and submit those claims directly to the State of Florida on behalf of FSDB. Vendor will keep FSDB informed of claim status. Vendor will be required to store and electronic copy of all back-up information/source documents in a protected archival environment in accordance with State statutes and FSDB record retention policy. Vendor will train FSDB employees, on-site, regarding the internet- based online system. FSDB student count is approximately 500 students, subject to enrollment changes. FSDB prefers a quarterly billing cycle to be all inclusive of fees and expenses.

3. DELIVERABLES AND PAYMENTS

- (1) CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation (RFP22-110) which is incorporated herein by reference, for services enumerated in article 2, payable at [INSERT DELIVERABLES FROM SOLICITATION]
- (2) The total amount to be paid to CONTRACTOR for all services and work performed under this AGREEMENT shall not exceed \$65,000.00 per annum.

4. TIME OF PERFORMANCE

This AGREEMENT shall be effective long date, or upon the date of execution by both CONTRACTOR and FSDB, whichever is later ("Effective Date") and shall expire on long date, unless cancelled earlier in accordance with its terms ("Expiration Date").

5. ADDITIONAL TERMS AND CONDITIONS

The Contract includes the following enumerated additional terms and conditions:

- (1) GRANT FUNDING. Payments under the terms of this contract shall be made from grant funds. FSDB's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of FSDB for any payment may arise until funds are made available to FSDB for this contract and until the CONTRACTOR receives notice of such availability, to be confirmed in writing by FSDB's Contract Manager. This contract shall become NULL AND VOID in the event that grant funding is denied or terminated by the awarding agency.
- (2) DEBARMENT. Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred.

6. APPROVAL AND EXECUTION

IN WITNESS WHEREOF, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND and **COMPANY NAME**, have caused this AGREEMENT to be executed by their undersigned officials, duly authorized.

COMPANY NAME

EIN:

X _____
NAME, TITLE, e-mail

Date signed

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

EIN:

X _____
President or Designee

Date signed

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FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

FSDB GENERAL TERMS & CONDITIONS FOR CONTRACTS

(Revised February 2020)

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SECTION 1 – GENERAL PROVISIONS

Article 1.01. Definitions

The definitions contained in [§60A-1.001](#), Florida Administrative Code (FAC) shall apply to this agreement. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (1) **AGREEMENT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (AGREEMENT and CONTRACT may be used interchangeably).
- (2) **AND:** Means “or” and the word “or” means “and” wherever the contents of the contract or its purpose so requires.
- (3) **APPLICABLE LAW:** means the laws and any other instruments having the force of law governing this Contract.
- (4) **AUTHORIZED REPRESENTATIVE:** means the person(s) authorized to represent a Party in the execution of the Contract;
- (5) **CONFIDENTIAL INFORMATION:** means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per [§119](#), Florida Statutes (FS).
- (6) **CONTRACT MANAGER:** The authorized designee who shall manage assigned contracts in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Contract Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (7) **CONTRACT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (CONTRACT and AGREEMENT may be used interchangeably).
- (8) **CONTRACT PRICE:** means the maximum amount to be paid by FSDB to the Contractor for the performance of the Services as per the provisions of this Contract.
- (9) **CONTRACTOR:** means the party entering into the Contract with FSDB (company, consortium of companies, organization, individual expert or group of individual experts).
- (10) **FORCE MAJEURE:** means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances.
- (11) **FSDB:** means Florida School for the Deaf and the Blind.
- (12) **GC:** means the General Conditions for Contracts, attached to this Contract.
- (13) **PARTY:** means FSDB or the Contractor, as the case may be, and “PARTIES” means both of them.
- (14) **PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity, whether appointed by a court or others and any combination of individuals.
- (15) **PROJECT MANAGER:** The authorized designee who shall manage assigned projects in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Project Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the

execution of the work, as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

- (16) **SERVICES or SCOPE OF SERVICES:** means the activities to be performed by the Contractor pursuant to this Contract.
- (17) **SPECIAL CONDITIONS (SC):** means the Special Conditions by which these General Conditions are supplemented and/or amended.
- (18) **SUB-CONTRACTOR:** means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
- (19) **SUPPLEMENTAL INSTRUCTION:** Instructions issued by the Project Manager to make minor changes in the work not affecting cost or time, and consistent with the purpose of the work.
- (20) **WORK:** means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.
- (21) **WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract, or if delivered electronically in accordance with (IAW) [§61B-23.0029](#), FAC, the Uniform Electronic Transaction Act (UETA) codified in [§668.50, FS](#), and the Electronic Signature Act of 1996 (ESA) codified in [§668.001-006, FS](#).
- (22) **GENDER NEUTRAL:** Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.

Article 1.02. Applicable Law

This Contract will be subject to and interpreted by the Laws of the State of Florida. All applicable Statutes, Laws, Rules, Regulations, and Standards are hereby incorporated by reference.

Article 1.03. Engagement of the Contractor

FSDB agrees to engage the Contractor and the Contractor agrees to perform the services set forth in the Contract. The Contractor understands and agrees that all services contracted for are to be performed solely by the Contractor and may not be subcontracted for or assigned without prior written consent of FSDB.

Article 1.04. Communication between Parties

Any notice, request or consent made, required, permitted or given under this Contract shall be in writing and shall be deemed duly given or made when delivered by hand, mail, facsimile, or electronic mail to the Authorized Representative of the Party to whom the communication is addressed, at the coordinates specified in the Contract or otherwise communicated in writing by either Party.

Article 1.05. Authorization to do Business in the State of Florida

- (1) All Contractors doing business with the State of Florida for the sale of commodities or contractual services as defined in [§287.012](#), FS are required to have a substitute W-9 on file with the State and register online with the My Florida Marketplace (MFMP) E-procurement system in order to become certified with FSDB, in compliance with Rule [60A-1.031](#), FAC, unless exempt under Rule [60A-1.031\(3\)](#), FAC. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketplace.com/>. For additional information or questions, the Contractor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776).
- (3) Registration must take place prior to execution of the Contract.

Article 1.06. Entire Agreement

- (1) The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, together with the enumerated Attachments (all of which are incorporated by reference) which shall comprise this Contract, together being referred to as the "Contract Documents", and represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. Upon discovery, Contractor or FSDB shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of the Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article.
- (2) ORDER OF PRECEDENCE. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: 1) Written amendments (to include Change Orders) to the Agreement; 2) The Agreement; 3) General Terms & Conditions; 4) Other documents listed in the Agreement and incorporated therein by reference. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the absence of a clear precedence, FSDB shall decide. These documents are complementary, and what is called for by anyone shall be binding as if called by all.
- (3) The intent of the documents is to include all labor, materials, tools, equipment, transportation, and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards
- (4) This Contract supersedes any prior or contemporaneous written or oral agreements or representations relating to the subject matter of the Contract. No purported modification of the Contract shall be valid or binding on either party unless such modification is contained in a document executed by both parties.

Article 1.07. Modification of the Contract

Any modification of this AGREEMENT, including extension of the end date, must be made and agreed to by both FSDB and the Contractor in writing prior to the ending date of the AGREEMENT.

Article 1.08. Renewal of the Contract

- (1) The contract may be renewed for up to four (4) additional years, in increments of one or more years, under the terms and conditions set forth in the contract and pursuant to the provisions of §[287.057](#)(13), F.S. The renewal may be divided into increments or may be for a complete term, under the terms and conditions set forth in the original contract and any amendments and pursuant to the provisions of §[287.057](#)(13), F.S.
- (2) Such renewal shall be made in writing prior to the expiration date, by mutual agreement, accomplished at no cost to FSDB, is contingent upon satisfactory performance evaluations as determined by FSDB, and shall be subject to the availability of funds. If the initial term of the Contract is for a period in excess of one fiscal year, continuation of the Contract is contingent upon satisfactory annual performance evaluations as determined by FSDB, and in accordance with §[287.0582](#), FS, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation

by the Legislature.

- (3) Exceptional purchase contracts pursuant to §[287.057](#)(3) (a) and (c), FS, may not be renewed.

Article 1.09. Termination of the Contract

- (1) Termination Based on Breach. FSDB may terminate the Agreement 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 Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. 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 FSDB. The rights and remedies of FSDB in this clause are in addition to any other rights and remedies provided by law or under the Agreement.
- (2) Termination Based on Convenience. FSDB, by written notice to the Contractor, may terminate the Agreement in whole or in part when FSDB determines in its sole discretion that it is in FSDB's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- (3) Scrutinized Companies. FSDB may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under §[287.135](#)(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (4) Other Termination. The employment of unauthorized aliens by any contractor is considered a violation for §[274A](#)(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- (5) If Contractor terminates this Agreement or if FSDB terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FSDB would incur for similar services from another person.
- (6) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (7) In the case of termination of this contract before completion, from any cause whatsoever, Contractor, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB failing which, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

Article 1.10. Severability

If any of the provisions of this Contract is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from this Contract and the remaining provisions of this Contract shall continue in full force and effect.

Article 1.11. Effectiveness of the Contract

The Contract comes into effect upon signature by both Parties and shall be in full force until the Services have been completed and the obligations of the Parties fulfilled.

Article 1.12. Authorized Representatives

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party and hereto have caused this Contract to be executed in several counterparts, each of which shall be deemed an original, as of the date of execution.

Article 1.13. All Terms and Conditions Included

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

Article 1.14. Non-waiver of Defaults

Failure of FSDB to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default. FSDB shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No waiver of any term, provision, condition or covenant of this Contract by FSDB shall be deemed to imply or constitute a further waiver by FSDB of any other term, provision, condition or covenant of this Contract. No payment by FSDB shall be deemed a waiver of any default hereunder.

Article 1.15. Replacement Contract

In order to conform the original agreement to current laws and conditions a replacement contract may be established as required for these services prior to the expiration of this contract. The replacement contract shall supersede and cause early termination of this contract.

Article 1.16. Immunities

No provision of this Contract shall be understood as an express or implicit waiver of the privileges and immunities to which the Parties are entitled.

Article 1.17. Public Records

- (1) The Contractor shall comply with the public records laws of the State of Florida, Rule [1B-24.003](#)(1)(a), FAC and the most recently published General Records Schedule [GS1-SL](#) for State and Local Government Agencies, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this AGREEMENT.
 - (b) Provide the public with access to public records on the same terms and conditions that FSDB would provide the records and at a cost that does not exceed the cost provided in Chapter [119](#), FS, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to FSDB all public records in possession of CONTRACTOR upon termination of this AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
 - (e) The Contractor acknowledges its responsibility under [Title 34](#), Code of Federal Regulations (CFR); 20 United States Code, [1232g](#); [§1002.22](#), FS; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind (Challenge to Student Education Records); pertaining to privacy of all records that contain student information.
 - (f) 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.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days

after receiving a public records request pursuant to [Chapter 119](#), FS.

- (3) In accordance with [§287.058](#)(1)(c), FS, FSDB may unilaterally cancel this AGREEMENT for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this AGREEMENT, unless the records are exempt from Section 24(a) of [Article I of the Constitution of the State of Florida](#) and [§119.07](#)(1), FS.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

Article 1.18. Jessica Lunsford Act / Background Checks

- (1) In accordance with [§1012.467](#), FS, Contractor's employees, subcontractors, and staff who have obtained and are wearing a valid uniform statewide contractor's identification badge from any Florida school district will be permitted access to FSDB's campus.
- (2) Unless specifically notified that a Contractor is exempt by law, the Contractor agrees that, pursuant to [§1012e.465](#) and [§1012.467](#), FS, any of the Contractor's employees, subcontractors, and staff, including temporary or day laborers, not possessing and wearing a valid uniform statewide contractor's identification badge shall submit to Level 2 background screening, defined in [§1012.32](#), FS, obtain, and wear a uniform statewide contractor's identification badge before being allowed access to the campus.
- (3) The Contractor also agrees that, while on the campus, the Contractor's employees, subcontractors, and staff shall at all times wear, so as to be visible, their uniform statewide contractor's identification badge and be subject to all of FSDB rules and regulations that govern the behavior of its full-time employees, including all traffic rules and regulations and the prohibition of tobacco usage.
- (4) The Contractor agrees that any breach of said rules and regulations may result in immediate cancellation of the Contract.
- (5) The requirements of this GENERAL CONDITION in no way obligates the Contractor if the Contractor requires no access to the aforementioned campus or facilities and does not attempt to access the campus or facilities.
- (6) As an FSDB contractor your company is required to comply with the foregoing **at your own expense**. The required background check will be conducted by a third-party vendor as directed by FSDB and shall obtain the necessary information from the FSDB Purchasing Department or the FSDB Contract Manager.

Article 1.19. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Contractor has the duty to seek clarification and resolution of any issue, discrepancy, fulfillment of the contract on the part of Contractor and FSDB.

SECTION 2 – PERFORMANCE OF THE SERVICES

Article 2.01. Personnel

The Contractor is responsible for provision of such qualified and experienced Personnel as is required to diligently carry out the Services in accordance with the professional standards required by FSDB.

Article 2.02. Information

- (1) The Contractor shall furnish FSDB with such information concerning the performance of the Services as FSDB may from time to time reasonably request, or as otherwise provided or agreed.
- (2) In any event, the Contractor shall advise immediately FSDB of any difficulties or circumstances likely to hamper or delay the performance of the Services.

Article 2.03. Performance Standards

- (1) The Contractor shall exercise all reasonable skill, care, and diligence in the performance of the Services and shall carry out

- (1) all its/their obligations in accordance with generally accepted and recognized professional standards.
- (2) The Contractor shall make every effort to mobilize all the financial, human, and material resources required for full performance of the Services.
- (3) The Contractor shall at all times, in respect of any matter relating to this Contract or to the Services, act to protect the legitimate interests of FSDB and shall take all reasonable steps to keep all costs to a minimum and consistent with sound professional practices.
- (4) FSDB shall monitor performance and conduct performance evaluations as determined by FSDB.

Article 2.04. Codes of Conduct

- (1) The Contractor shall not engage and shall cause its Personnel as well as its Sub-contractors and their personnel not to engage during the term of this Contract, either directly or indirectly, in fraudulent behavior, corrupt practices, illegal actions or any other activity that is incompatible with the proper discharge of the Services or the association with FSDB, or in any work, business or professional activities which would conflict with the activities assigned to it under this Contract.
- (2) The Contractor shall seek to avoid any activities and in particular any kind of public pronouncement that may adversely reflect on its integrity, independence, and impartiality required by the status of an FSDB Contractor.
- (3) Where appropriate, the Contractor shall terminate contracts with partners or Sub-contractors involved in activities that are incompatible with their association with FSDB as per Article 2.6(1) and Article 2.6(2) herein.

Article 2.05. Confidentiality

- (1) The Parties acknowledge the likely disclosure to each other, during the term of this Contract, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party, however such information may be subject to public disclosure per §119, FS;
- (2) The Contractor acknowledges its responsibility under [Title 34](#), CFR; 20 United States Code, [1232g](#); [§1002.22](#), FS; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind; pertaining to privacy of all records that contain student information.
- (3) The Contractor will not, without the written authorization of FSDB's President or designee, photograph, interview, audio tape, and/or videotape while on the campus of FSDB and will not engage in such activities when students of FSDB are attending off-campus events as invited guests.

Article 2.06. Sub-Contracting

- (1) Except with the prior written approval of FSDB, the Contractor may not assign or transfer the Contract or any part thereof, nor may the Contractor sub-contract any third party to carry out any part of the Services. Approved sub-contractors shall comply with all contract terms and conditions.
- (2) FSDB's approval on assigning or transferring of any part of the Contract or on the engagement of a Sub-contractor to perform any part of the Services shall not exonerate the Contractor of any of its obligations under this Contract and the Contractor shall be fully responsible for the coordination and execution of all sub-contracted activities and for the performance of its Sub-contractors. FSDB recognizes no contractual link between itself and the Contractor's Sub-contractors.
- (3) The sub-contracting and any procurement of services or goods

financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.

- (4) Failure to comply with the procurement principles set forth in Article 2.9 (3) herein may result in relevant costs not being considered eligible for funding by FSDB.

Article 2.07. Liability

The Contractor shall be responsible for any losses, damages, costs and expenses of whatever kind or nature suffered by FSDB as a result of any act or omission relating to this Contract which is attributable to the Contractor, its agents, servants, and employees, as a result of its negligence or errors or any breach as allowed by and in accordance with Florida Statutes.

Article 2.08. Insurance

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a liability insurance policy for all acts and omissions and for the services and goods to be rendered and provide proof thereof upon execution of this AGREEMENT.

Certificate of Insurance: FSDB shall be furnished proof of coverage of the above required insurance. Said proof shall be submitted on a form approved by the Department of Insurance. Said certificate of insurance forms shall be completed, signed by the authorized licensed Florida Resident Agent and returned to the FSDB Contract Administrator. These certificates shall be dated and show:

- (1) The name of the insured contractor, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insured will mail notice to FSDB at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

Article 2.09. Deliverables and Reporting Obligations

- (1) The Contractor shall submit to FSDB the reports and deliverables specified in the Contract, within the periods set forth.
- (2) All the reports/deliverables shall be prepared in the Language of the Contract, signed by the Contractor's Authorized Representative and submitted to the Authorized Representative of FSDB specified in the SC, who shall be responsible for their acceptance and approval.
- (3) If in FSDB's opinion, the quality of reporting/ deliverables is not acceptable or the content of the reports does not correspond to the Contractor's undertaking, FSDB shall, within 30 days of receiving the report/deliverable, give notice and reasons for this opinion. If not agreed otherwise, within 15 days of such notice, the Contractor shall either contest FSDB's opinion or present a revised report deliverable that meets its requirements.
- (4) The reports/deliverables (and the corresponding invoices attached, where appropriate) will be deemed approved by FSDB if no communication setting out comments is remitted to the Contractor within 30 days of confirmation by FSDB of receipt of the reports/deliverables.
- (5) Approval of a report/deliverable does not imply recognition by FSDB of the regularity, authenticity, completeness or correctness of the declarations and information contained therein.

Article 2.10. Ownership of Copyright

- (1) Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of FSDB and may be copyrighted, patented or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.

- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, [17 USC](#). §102-105, such work shall be a "work for hire" as defined in [17 USC](#). §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.
- (3) In the event it is determined as a matter of law that any such work is not a "work for hire," Contractor shall immediately assign to FSDB all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with FSDB or a purchase by FSDB under a State Term Contract.

Article 2.11. Force Majeure

- (1) Failure of a Party to fulfill any of its obligations hereunder as a result of an event of Force Majeure arising after the date of signature of the Contract shall not be considered a breach of, or default under, this Contract.
- (2) A Party affected by an event of Force Majeure shall notify as soon as practicable the other Party of occurrence of such event and afterwards of restoration of normal conditions.
- (3) Upon notification of occurrence of an event of Force Majeure by the affected Party, the performance of the Services shall be considered suspended until the notification of restoration of normal conditions or, if the achievement of the objectives of the Contract is no longer possible at all or not to a satisfactory degree, until the Parties' decision to terminate the Contract.

Article 2.12. Transparency Florida Act

- (1) The Contractor acknowledges that FSDB will post electronic images of this Contract, including all attachments, modifications, renewals, and procurement documents to the state's contract tracking system, which is located on a secure website on the Internet, in accordance with [§215.985](#), FS.
- (2) Pursuant to [§215.985\(14\)\(d\)](#), FS, the Contractor shall have the right to request in writing that FSDB redact any portion of any document image that is confidential or exempt from public disclosure by law. A fee will not be charged for a redaction made pursuant to the request.

Article 2.13. Nondiscrimination and Compliance

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, age, disability/handicap, marital status, veteran status, military status, genetic information, national origin and any other categories protected by law in the performance of the work.

Article 2.14. Financial Consequences for Failure to Perform

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities / deliverables established in the Contract or to make appropriate progress on the activities and / or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager may approve a reduced payment or request the Contractor redo the work or terminate the Contract.
- (2) As required by Florida Statute § [287.058\(1\)\(h\)](#), if the Contractor fails to perform in accordance with this AGREEMENT to the satisfaction of FSDB, FSDB shall impose liquidated damages and/or cancel any portion of the remaining work not completed at the time of non-performance and unilaterally cancel this AGREEMENT.
- (3) FSDB agrees to submit to the state's Chief Financial Officer any of

the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non-performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.

- (4) Failure of Contractor to complete all work and deliver all required documentation within the times specified herein will result in a deduction for liquidated damages of one-half of one percent (1/2%) of the total contract cost for each day of delay. FSDB shall not be responsible for any additional payments for labor, overtime or other, caused by Contractor's delay.

Article 2.15. Coordination of Work

- (1) Wherever work being done by Florida School for the Deaf and the Blind forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.
- (2) Contractor shall arrange his work so as not to interfere with the operations of other contractors employed by FSDB and engaged upon adjacent work and to join his work to that of others in a proper manner, in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Project Manager.

Article 2.16. Minimum Levels of Service and Criteria for Completion of Agreement

- (1) The criteria for final completion of the Contract are the delivery to, and approval by FSDB of all Deliverables required by the Contract.
- (2) Contractor shall provide no less than the services listed in this Agreement, within the times specified in this Agreement, time being of the essence in the performance of the work.
- (3) The work shall be complete upon the receipt and acceptance of Contractor's detailed statement of work specified in this Agreement together with all invoices and other documentation specified herein, approved and accepted by FSDB's Contract Manager.
- (4) The Contractor agrees that this Agreement will be completed upon FSDB's receipt and acceptance of all DELIVERABLES described in this Agreement.

SECTION 3 – FINANCIAL PROVISIONS

Article 3.01. Invoices & Payments

- (1) Contractor shall deliver to FSDB a detailed service ticket within (5) days after completion of work in detail sufficient for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, the dates and times that the work was performed, and the total amount charged.
- (2) Contractor shall deliver to FSDB a detailed invoice which must conform to the requirements of the [Reference Guide for State Expenditures](#) and Rule [691-40](#), F.A.C. and be in sufficient detail for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, itemized per deliverable category with number of units and cost per unit, the dates and times that the work was performed on campus from start date to completion date, and the total amount charged. Invoices must be sent electronically to: fsdbap@fsdk12.org.
- (3) Submitted invoices shall include required supporting documentation to include, at a minimum: **Labor:** a time sheet or service ticket/work order showing time arrived on campus to the time exited campus and a description of work performed. Travel to and from campus is not allowed, unless specifically stated (see Section 3.06 herein). **Parts/Materials:** Cost

documentation is an invoice or receipt from the payment by the Contractor for the parts/materials. If materials are lumped into one line, there must be an accompanying 'billing sheet' where all materials/parts are itemized. Items that are not consumable per the job are not allowable. **Progress Payments:** an application for a progress payment must include itemized details.

- (4) The Contractor acknowledges that all services must be verified and accepted in writing by FSDB's Contract Manager during the times specified herein, time being of the essence in performance of this Agreement.
- (5) Amounts due to the Contractor pursuant to this Agreement shall become payable upon receipt of the required documents from the Contractor and verification and written acceptance of the work performed by FSDB's Contract Manager. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to FSDB.
- (6) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of §[215.422](#), FS.
- (7) In accordance with §[287.0582](#), FS, if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Article 3.02. Payments Withheld

- (1) FSDB may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such an extent as may be necessary to protect FSDB from loss on account of:
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of Contractor to make payments properly to the subcontractors or for materials or labor.
 - (d) The Contract Manager's opinion that the contract cannot be completed for the remaining or unpaid funds.
 - (e) Failure to maintain adequate progress.
 - (f) Damage to another Contractor.
- (2) When the above grounds are removed, payment will be made for amounts withheld.
- (3) If the Contract Manager decides it is not in FSDBs best interest for Contractor to correct incomplete or damaged work caused by Contractor inefficiencies, FSDB will make an equitable deduction for the work from the contract price. Further, Contractor shall not be compensated for delays in the work caused by Contractor inefficiencies, correction, or rework made necessary by errors, omissions or failure to properly perform the work.

Article 3.03. Correction of Work Before Final Payments

Contractor shall promptly make corrections to work returned by FSDB's Project Manager as failing to conform to the contract, without expense to FSDB.

Article 3.04. Liens

Neither the final payment nor any part of the retained percentage shall become due until Contractor delivers to FSDB, if requested, a complete

release of all liens arising out of this contract, and an affidavit stating the release and receipts include all the labor and managerial costs for which a lien could be filed but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to FSDB, to indemnify FSDB against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to FSDB all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Article 3.05. Taxes, General and Contingency

- (1) FSDB is exempted from payment of Florida State sales and use taxes. The Contractor, however, shall not use FSDB's tax exemption number to secure any materials or services. The Contractor shall be responsible and liable for the payment of all its payroll and other Federal taxes, state sales and use taxes and other tax liabilities incurred resulting from this AGREEMENT.
- (2) The Contractor shall not pledge FSDB's credit or make FSDB a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Article 3.06. Travel Reimbursement

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in §[112.061](#), FS, governing payments by the State for travel expenses. **Authorization for travel expenses must be specified in the Contract's SCOPE OF SERVICES and DELIVERABLES.**

Article 3.07. Return of Unspent Funds

- (1) In the event that any of the funds advanced to the Contractor for the performance of the Services remain unspent, the Contractor undertakes to return such funds to FSDB within 30 days of the termination of the Services or of receipt of FSDB's claim for refund.
- (2) Bank charges incurred by the repayment of the amounts due to FSDB shall be borne entirely by the Contractor.

Article 3.08. Record-keeping and Accounts

- (1) In accordance with §[20.055](#)(5), F.S. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Chapter 20, F.S. Execution of this contract indicates the signing corporation, partnership, or person understands and will comply with these requirements.
- (2) The Contractor shall keep accurate and systematic accounts and records in respect of the performance of the Services hereunder, in accordance with Generally Accepted Accounting Principles in the United States of America and in such form and detail as will clearly identify all income and expenditure and relevant time changes.
- (3) Unless otherwise required by FSDB's auditors and notified in advance to the Contractor, all financial and accounting records in relation to the performance of the Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the Services and shall be made available to FSDB upon request.
- (4) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.

State of Florida
PUR 1000
General Contract Conditions

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

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

- 2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
- 3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

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

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement 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://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

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

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

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

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

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

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

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

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

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

State of Florida
PUR 1001
General Instructions to Respondents

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- 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.

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

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

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, 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://www.myflorida.com/apps/vbs/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.