

Title Page
INVITATION TO BID
STATE OF FLORIDA
DEPARTMENT OF HEALTH
Miami-Dade County Health Department
DOH10-039
INVITATION TO BID
FOR
WINDOW TREATMENTS

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

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TIMELINE

ACTIVITY	DUE DATE	CONTACTS & LOCATIONS
Bid Advertised	November 19, 2010	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Mandatory Quality Assurance Samples	November 30, 2010 by 5:00PM EST	Submit to: Department of Health, Miami-Dade County Health Department, Legal and Contracts Division Attn: J. D. Shingles , Contract Manager 8323 NW 12 th Street, Suite 214 Doral, FL 33126 Email: jd_shingles@doh.state.fl.us Fax: 786-845-0306
Mandatory Site Visit/Pre-Bid Conference	December 2, 2010 @ 10:30AM	Location: Miami-Dade County Health Department 1350 NW 14th Street, Suite 201-B Miami, FL 33125
Questions Submitted in Writing NO PHONE CALLS	December 7, 2010 by 5:00PM EST	Submit to: Department of Health, Legal and Contracts Division Attn: J. D. Shingles , Contract Manager 8323 NW 12 th Street, Suite 214 Doral, FL 33126 Email: jd_shingles@doh.state.fl.us Fax: 786-845-0306
Answers to Questions	December 9, 2010 by 5:00PM EST	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
SEALED BIDS DUE AND OPENED:	December 13, 2010 @ 4:00PM EST	Submit to: Department of Health, Legal and Contracts Division Attn: J. D. Shingles , Contract Manager 8323 NW 12 th Street, Suite 214 Doral, FL 33126
Anticipated Posting	December 14, 2010	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

SECTION 1.0 GENERAL INSTRUCTION'S TO RESPONDENTS (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. It is incorporated by reference. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health.

<http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. It is incorporated by reference. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to obtain competitive pricing for window treatments per **Attachment I**, Specifications with an anticipated budget of \$51,000.00.

3.2 Term

It is anticipated that the contract resulting from this ITB will be for a one (1) year period from the direct order issue date or contract execution date.

3.3 Definitions

1. Bidder: The entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
2. Bid: The complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.
3. Business hours: 8 A.M. to 5 P.M. Eastern Time on all business days.
4. Calendar days: Counts all days, including weekends and holidays.
5. Contract: The contract that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.
6. Contractor/Provider: The business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this ITB.
7. Department/DOH/Buyer: Department of Health and may be used interchangeably.
8. Desirable Conditions: The use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
9. Mandatory Requirements/Minimum Requirements: The Department has established certain requirements with respect to responses to be submitted by Bidder. The use of "shall," "must," or "will" (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.
10. Minor Irregularity," used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the ITB terms and conditions which does not affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the Department.
11. Vendor Bid System(VBS): Refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 General Statement

Prospective vendors will provide competitive pricing for three (3) types of window treatments: Roll up, Fixed Round and Black Out. These window treatments will be provided for the Miami-Dade County Health Department.

4.2 Specifications

Detailed specifications for this solicitation are provided as **Attachment I** in this ITB.

4.3 Training

Onsite training (minimum 1 day) must be provided on the unit operations and preventative maintenance. Training dates will be determined by the Department. Training will be conducted after the installation of the window treatments has been completed.

4.4 Literature

All products bid must meet or exceed all conditions and specifications of the Invitation to Bid (ITB). When technical documentation is required by this ITB, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the ITB and to allow a technical evaluation of the product. The Department of Health, in its sole discretion and in the best interest of the State, may determine the acceptability of the products through technical documentation available within the Department as of the date and time of bid opening. Such authority of the Department shall in no way relieve the bidder from the ultimate responsibility to submit the required technical documentation, nor shall any bidder assume that such documentation is otherwise available to the Department. The Department shall not be responsible for the accuracy of the technical documentation in its possession. Technical documentation is required with bid submittal.

4.5 Manuals

Equipment operation manuals for each type of shades are to be furnished upon delivery at no additional cost to the Department of Health.

4.6 Warranty

A warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria is required on all window treatments. The manufacturer's warranty includes a non-depreciating twenty-five year limited warranty. All window treatments include an installation warranty of one year from the date of substantial completion. Replacement of all parts found defective within the warranty period shall be made without cost to the State of Florida, Department of Health.

The warranty shall apply to all window treatments purchased under the provisions of this bid. Warranties submitted with the bid response, either appearing separately or included in pre-printed literature, of less than one (1) year are not acceptable and provisions herein take precedence. This warranty shall not cover adjustment, repair, or parts replacement required because of purchaser's negligence or misuse. **Warranty documentation is required with bid submittal.**

4.7 Acceptable Equipment

Bids submitted shall be for new equipment only. Remanufactured, rebuilt, reconditioned, newly remanufactured, used, shopworn, demonstrator, or prototype equipment is not acceptable and will be rejected.

4.8 Delivery and Installation

All shipping will be FOB Destination as indicated in the **Attachment I**, Specifications. Installations are to be completed within **90 days** of issuance of direct order. Installation specifications to be supplied to the Department for approval by awarded bidder within fifteen **(15) days** of direct order issuance. Window treatments are to be delivered in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated in **Attachment I**, Specifications (Floor Plans and in Window Treatment Locations by Room Numbers) to the following location:

Miami-Dade County Health Department
Administration
1350 NW 14th Street, Suite 201-B
Miami, FL 33125

4.9 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- Technical Documentation, Section 4.4 Literature
- Warranty Documentation, Section 4.6 Warranty
- **Attachment II** - Price Page
- **Attachment III** – Bidder References
- **Attachment VI** - Required Certifications

4.10 Mandatory Quality Assurance Samples

Each bidder must submit Quality Assurance samples prior to the mandatory site/visit and pre-bid conference as indicated in the timeline. All samples will be cataloged and verified by the Miami-Dade County Health Department's Legal and Contracts Division. All bids will be considered non-responsive if samples are not received prior to 5:00PM EST on November 30, 2010 and/or if samples do not pass the Department's evaluation.

4.11 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response in which this information is not used or are improperly executed may be considered non-responsive and the bid may be subject to rejection.

- Title Page
- Mandatory Quality Assurance Samples
- Technical Documentation, Section 4.4 Literature
- Warranty Documentation, Section 4.6 Warranty
- **Attachment II** - Price Page
- **Attachment III** – Bidder References
- **Attachment VI** - Required Certifications

4.12 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this ITB entitles the department to unilaterally cancel the contract agreement. The successful bidder will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful bidder agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department’s standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the department. Data files will be provided in a format readable by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful bidder of confidential records whether public record or not and promises to defend the department against the same at its expense.

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

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

Special Instructions taking precedence over PUR1001 will be identified accordingly in the section below. Unless the conflicting instruction is statutorily required, in which case the instruction contained in the PUR 1001 form shall take precedence.

5.1 Instructions for Bid Submittal

This Special Instruction takes precedence over General Instruction #3.

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package. The relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package. The Department is not responsible for any envelope which is not properly marked.
- It is the bidder's responsibility to assure their bid submittal is delivered at the proper place and time as stipulated in the Timeline.
- Late bids will not be accepted.
- Bidders are required to complete, sign, and return the "Title Page" with their bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy of the bid on either CD or disk. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.2 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as "**CONFIDENTIAL.**"

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "**REDACTED COPY.**"

The Redacted Copy shall be provided to the Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the respondent fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the respondent in answer to a public records request for these records.

5.3 Bidder Inquiries

This Special Instruction takes precedence over General Instruction #5 in PUR 1001.

During the active competitive solicitation process, communications are restricted to those submitted, in writing, during the period identified in the ITB Timeline. Therefore, questions related to this ITB must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Inquiries submitted after the period specified in the Timeline, however, will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health
Miami-Dade County Health Department
Legal and Contracts Division
Attn: J.D. Shingles
8323 NW 12th Street, Suite 214
Doral, FL 33126
Fax: (786) 845-0306
Email: jd_shingles@doh.state.fl.us

However, note that pursuant to s. 287.057(23):

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 as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

5.4 Mandatory Site Visit / Pre-Bid Conference

A mandatory site visit and pre-bid conference will be held at the time and location indicated in the Timeline. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. Answers to the written questions submitted in accordance with the ITB Timeline will be answered at the mandatory pre-bid conference. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications. Attendance at the mandatory site visit/pre-bid conference is a prerequisite for the acceptance of a bid response. Only vendors that complete the attendance sheet for the mandatory site visit / pre-bid conference will be considered responsive. However, vendors that currently provide the services sought, or have provided it within the past three years are not required to attend the mandatory site visit / pre-bid conference.

5.5 Special Accommodations

Any person requiring special accommodations at DOH because of a disability should call DOH Legal and Contracts Division at (786) 845-0358 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please contact Legal and Contracts Division by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.6 Price Page

The Price Page is **Attachment II** of this ITB. It must be filled out as indicated, signed, and returned with the bid response.

5.7 References

Vendors are required to submit with their bid three (3) references that have received services similar to those requested in this solicitation. Vendors shall use **Attachment III**, Bidder Reference Form of this ITB to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation evaluation in order to make a fitness determination. The Department's reference determination is not subject to review or challenge. Listing the Department or Department employees as a reference is **STRICTLY PROHIBITED**.

SECTION 6.0 SPECIAL CONDITIONS

These "Special Conditions" shall take precedence over form PUR 1000 unless the conflicting term in PUR 1000 is statutorily required, in which case the term contained in the form PUR 1000 shall take precedence.

6.1 Additional Quantities and Deletions

This Special Condition takes precedence over General Conditions #5 in PUR1000.

The Department reserves the right to purchase additional quantities of the items requested in this ITB for twelve (12) months from date of award on an as-needed basis up to the amount shown on the bid, but not to exceed the amount listed in s. 287.017(2) for Category Two.

6.2 Cost of Bid Preparation

Neither the Florida Department of Health nor the Miami-Dade County Health Department is liable for any costs incurred by a bidder in responding to this Invitation to Bid.

6.3 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.032, F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities

or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Information about the registration is available, and registration may be completed, at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM - 5:30 PM Eastern Time) to register.

6.4 Verbal Instructions Procedure

No negotiations, decision, or actions shall be initiated or executed by the bidder as a result of any DISCUSSIONS WITH ANY State employee. Only those communications, which are in writing from the Department of Health's Purchasing Office, may be considered as a duly authorized expression on behalf of the State of Florida. Also, only communications from bidders in writing will be recognized by the State as duly, authorized expressions on behalf of the bidder.

6.5 Addenda

If the Department of Health finds it necessary to supplement, modify or interpret any portion of the bidding specifications or documents during the bidding period a written addenda will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the bidder to be aware of any addenda that might have bearing on their bid.

6.6 Unauthorized Aliens

The employment of unauthorized aliens by any bidder is considered a violation of section 274A (e) of the Immigration and Nationality Act. If the bidder knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

6.7 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State of Florida must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

6.8 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at (850) 487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

6.9 Bid Evaluation

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. In the best interest of the State of Florida, the Department reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

6.10 Basis of Award

A single award shall be made to the responsive, responsible bidder offering the lowest grand total for Window Treatments. The price for the Window Treatments shall include installation, shipping, handling, manuals, training, delivery, clean-up and set-up for a complete turn-key operation.

6.11 Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.12 Subcontractor

The successful bidder may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the bidder enters into with respect to performance under the contract shall in any way relieve the bidder of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful bidder shall provide a monthly Subcontract Report (**Attachment V**) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the DOH Contract Manager of the Department of Health. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

6.13 Conflict of Interest

Section 287.057(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information form being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

6.14 Standard Contract/Purchase Order

Each Bidder shall review and become familiar with the Department's Standard Contract and/or Purchase Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for Departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Purchase Order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/purchase order terms and conditions are **Attachment VI and VII**.

6.15 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Standard Contract, **Attachment VII**, Section III B or Department of Health Purchase Order Terms and Conditions, **Attachment VI**.

6.16 Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

Attachment I Specifications

Attachment II Price Page

Attachment III Reference Form

Attachment V Department of Health Reporting of Subcontractor Expenditures

Attachment VI Direct order terms and conditions

Attachment VII Standard Contract terms and conditions

Attachment IV Required Certifications

ATTACHMENT I SPECIFICATIONS

These specifications are for the supply and installation of the window treatments for the Miami-Dade County Health Department – Administration, 1350 NW 14th Street, Suite 201-B, Miami, FL 33126. There are three types of shades: Roll-up, Fixed Round and Blackout.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Roll up shades, fixed round shades, and Black-out Shades as required by the Department.
- B. Installation specifications for the shade selected are to be supplied to the Department for approval by awarded bidder within fifteen (15) days of direct order issuance.
- C. Installations to be completed within 90 days of issuance of direct order.

1.2 REFERENCES

- A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- B. NFPA 70 - National Electrical Code.
- C. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.3 TECHNICAL DATA: **Must be submitted within fifteen (15) days of direct order issuance by the awarded bidder. All technical data must be approved by the Department. If any technical data is rejected, it must be revised by awarded bidder within seven (7) business days of the rejection.**

- A. Shop Drawings: Plans, elevations, sections, product details, installation details, and operational clearances. To be approved by the Department.
- B. Maintenance Data: Methods for maintaining the selected shades and precautions regarding cleaning materials and methods, instructions for operating hardware and controls.
- C. Mock-Up: Provide a mock-up of each shade type assembly for evaluation of mounting, appearance and accessories.
 - 1. Locate mock-up in window designated by the Department.
 - 2. Do not proceed with remaining work until, mock-up is accepted by the Department.

1.4 QUALITY ASSURANCE:

- A. Manufacturer Qualifications: Obtain roll up shades, fixed round and black-out shades through a manufacturer with a minimum of ten (10) years experience in manufacturing products comparable to those specified in this section.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.

- 3. Storage and handling requirements and recommendations.
- C. Mounting details and installation methods.
- D. Selection Samples: For each finished product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finished product specified one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Mark face of material to indicate interior faces.
- F. Installer Qualifications: Installer trained and certified by the manufacturer with a minimum of five years experience in installing products comparable to those specified in this section.
- G. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.
- H. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, ATCC9645.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated in the Window Treatment Locations by Room Numbers.
- B. Removal of all debris to vendor provided dumpster.

PART 2 PRODUCTS

2.1 SHADE TYPES

- A. Manually Operated Shades:
 - 1. Mounting: Surface mounted with fascia.
 - 2. Configuration: Single solar shade cloth.
 - 3. Solar Shade cloths:
 - a. Fabric: ThermoVeil 1000, or equivalent, 3 percent open, dense linear-weave pattern or equivalent.
 - b. Color: Selected from manufacturer's standard colors.

2.2 SHADE CLOTH

- A. Visually Transparent: single thickness non-raveling 0.030-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (0.457 mm) diameter extruded vinyl yarn comprising of 21 percent polyester and 79 percent reinforced vinyl.
- B. Visually No-Transparent black out Shades: single thickness non-raveling thick vinyl fabric, woven from closed-fiber comprising of 79 percent reinforced vinyl and 21 percent polyester extruded pockets with bottom closure panels and side channels.

2.3 SHADE BAND

- A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.

1. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.
2. Shade Band and Shade Roller Attachment:
 - a. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades, and less than 2.55 inches (64.77 mm) for motorized shades are not acceptable.
 - b. Provide for positive mechanical engagement with drive / brake mechanism.
 - c. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.
 - d. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.
 - e. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

2.4 SHADE FABRICATION

- A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.
- B. Provide battens in standard shades as required assuring proper tracking and uniform rolling of the shade bands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shade cloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.
- C. For railroaded shade bands, provide seams in railroaded multi-width shade bands as required to meet size requirements and in accordance with seam alignment as acceptable to owner. Seams shall be properly located. Furnish battens in place of plain seams when the width, height, or weight of the shade exceeds manufacturer's standards. In absence of such standards, assure proper use of seams or battens as required to, and assure the proper tracking of the railroaded multi-width shade bands.
- D. Provide battens for railroaded shades when width-to-height (W: H) ratios meet or exceed manufacturer's standards. In the absence of manufacturer's standards, be responsible for proper use and placement of battens to assure proper tracking and roll of shade bands.

2.5 COMPONENTS

- A. Access and Material Requirements:
 1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
 2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.
 3. Use only Delrin engineered plastics by DuPont for all plastic components of

shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.

B. Manual Operated Chain Drive Hardware and Brackets:

1. Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.
2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.
3. Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.
4. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.
5. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.
6. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable
7. Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
8. Drive Bracket / Brake Assembly:
 - a. Drive Bracket shall be fully integrated with all accessories, including, but not limited to: Snap Loc fascia, room darkening side / sill channels, center supports and connectors for multi-banded shades.
 - b. Drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.
 - c. The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. (22 kg) in the stopped position.
 - d. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.
 - e. The entire assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
 - f. Drive Chain: #10 qualified stainless steel chain rated to 90 lb. (41 kg) minimum breaking strength. Nickel plate chain shall not be accepted.

2.6 ACCESSORIES

A. Fascia:

1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.

2. Fascia shall be able to be installed across two or more shade bands in one piece.
3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.
4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.
5. Notching of Fascia for manual chain shall not be acceptable.\

2.7 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

2.8 INSTALLATION: Upon issuance of a direct order the awarded bidder will provide for the complete turn-key installation. Installations to be completed within **90 days** of issuance of direct order.

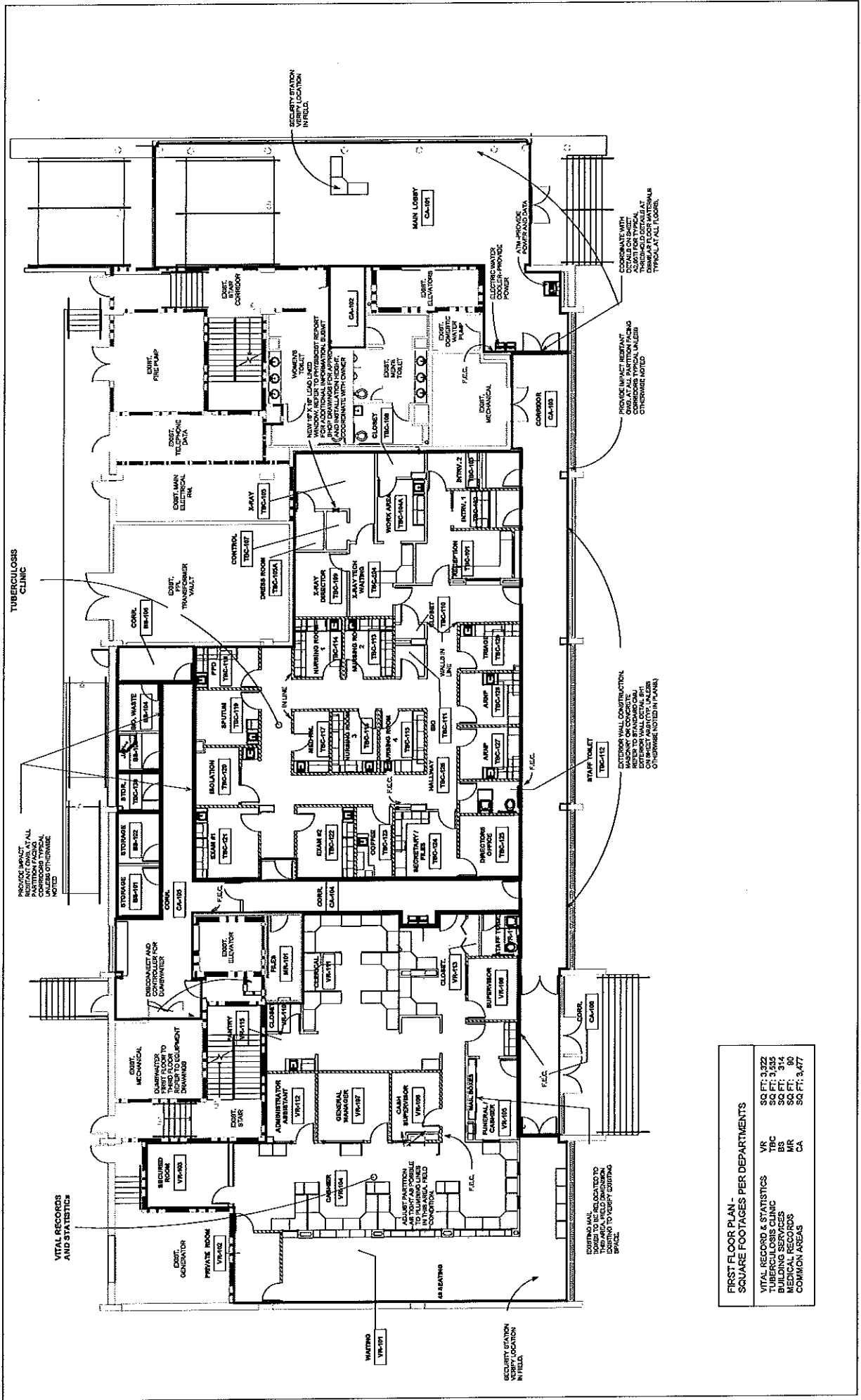
- A. Install all selected and approved shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass to allow proper clearances for window operation hardware.
- B. Adjust and balance all selected and approved shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C. Clean all shade surfaces after installation, according to manufacturer's written instructions.
- D. Onsite training (minimum 1 days) must be provided on the unit operations and preventative maintenance. Training date(s) will be determine by the Department.

2.9 PROTECTION

- A. Protect installed products until completion of project. Touch-up or replace damaged products before Substantial Completion.

2.10 EXCLUSIONS: Areas that are not to receive window shades are:

- A. 1st floor lobby.
- B. Storefront doors.



PRODUCE IMPACT PARTITION WALLS IN ALL CORRIDORS TYPICAL CORRIDORS NOTED OTHERWISE

WORK BY SLOAN AND COMPANY FOR ADDITIONAL INFORMATION, SUBMIT REPORT AND INSTALLATION SCHEDULE COORDINATE WITH OWNER

PROVIDE IMPACT PARTITION WALLS OVER ALL PARTITION FINISH CORRIDORS TYPICAL CORRIDORS NOTED OTHERWISE

EXTERIOR WALL CONSTRUCTION MASONRY OR CONCRETE EXTERIOR WALL TYPICAL CORRIDORS NOTED OTHERWISE

REPAIRS AND RELOCATIONS TO BE RELOCATED TO THE AREA FIELD DIMENSIONED TO FIT EXISTING SPACE

ADJUST PARTITION AS NEAR AS POSSIBLE TO THE AREA FIELD DIMENSIONED TO FIT EXISTING SPACE

SECURITY STATION VERIFY LOCATION IN FIELD

SECURITY STATION VERIFY LOCATION IN FIELD

TUBERCULOSIS CLINIC

VITAL RECORDS AND STATISTICS

FIRST FLOOR PLAN - SQUARE FOOTAGES PER DEPARTMENTS	
VR	SQ FT: 3,322
TBC	SQ FT: 3,553
BS	SQ FT: 314
LA	SQ FT: 314
CA	SQ FT: 3,477

PRODUCE IMPACT PARTITION WALLS IN ALL CORRIDORS TYPICAL CORRIDORS NOTED OTHERWISE

WORK BY SLOAN AND COMPANY FOR ADDITIONAL INFORMATION, SUBMIT REPORT AND INSTALLATION SCHEDULE COORDINATE WITH OWNER

PROVIDE IMPACT PARTITION WALLS OVER ALL PARTITION FINISH CORRIDORS TYPICAL CORRIDORS NOTED OTHERWISE

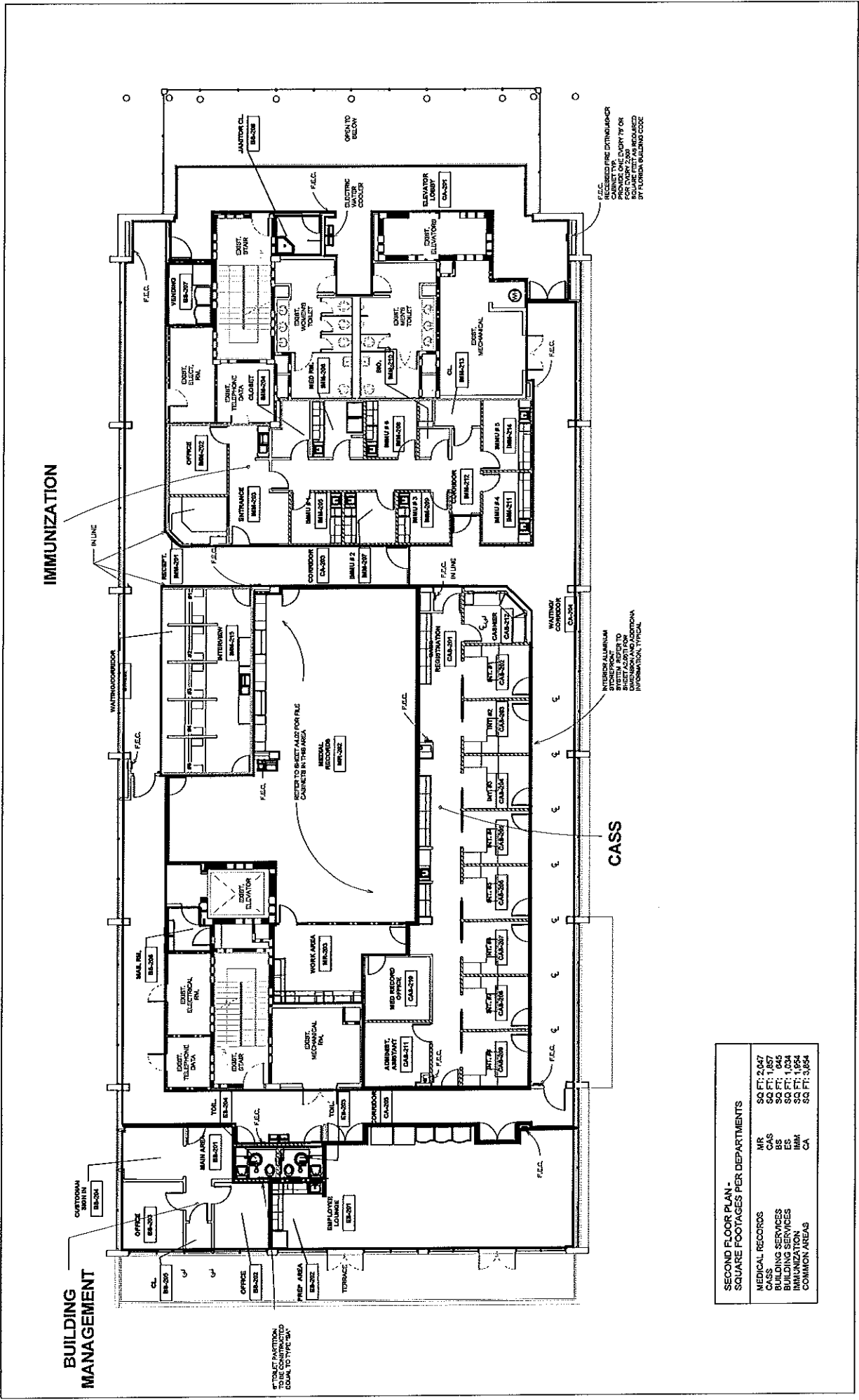
EXTERIOR WALL CONSTRUCTION MASONRY OR CONCRETE EXTERIOR WALL TYPICAL CORRIDORS NOTED OTHERWISE

REPAIRS AND RELOCATIONS TO BE RELOCATED TO THE AREA FIELD DIMENSIONED TO FIT EXISTING SPACE

ADJUST PARTITION AS NEAR AS POSSIBLE TO THE AREA FIELD DIMENSIONED TO FIT EXISTING SPACE

SECURITY STATION VERIFY LOCATION IN FIELD

SECURITY STATION VERIFY LOCATION IN FIELD



IMMUNIZATION

BUILDING MANAGEMENT

CASS

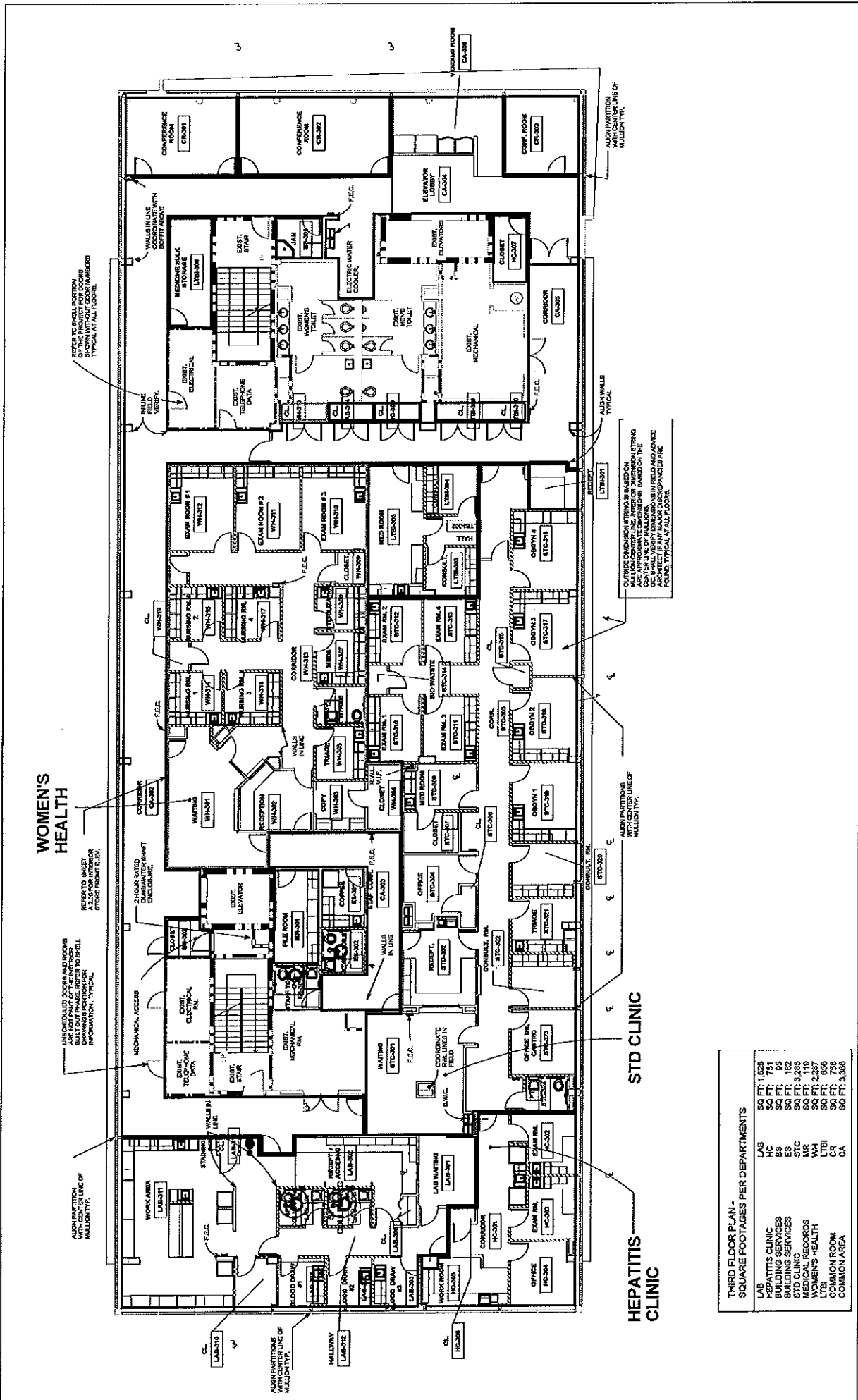
F.E.C. ACCUMULATED PRE-ESTIMATED COST
 CABINET TYPE IS SHOWN IN OR
 FOR TYPE 2,000
 FOR CABBINETS AS REQUIRED
 BY THE ARCHITECT'S OFFICE

INTERIOR ALUMINUM
 WORKSHEET
 SHEET ADJUST FOR
 INFORMATION, TYPICAL

WORKSHEET ADJUST FOR
 TO THE CONTRACTOR
 EQUAL TO TYPE 'B'

SECOND FLOOR PLAN -		
SQUARE FOOTAGES PER DEPARTMENTS		
MEDICAL RECORDS	MR	SQ FT: 2,047
CASS	CAS	SQ FT: 1,857
BUILDING SERVICES	BS	SQ FT: 945
IMMUNIZATION	IMM	SQ FT: 1,954
COMMON AREAS	CA	SQ FT: 3,054

WOMEN'S HEALTH



ADJUST TO SHELL PORTION
AS SHOWN WITHOUT DOOR NUMBERS
TYPICAL AT ALL DOORS.

REFLECTS INSET
A LIAISON INTERIOR
STORE FRONT ELEV.

UNDESIGNED DOORS AND ROOMS
BUILT OUT PHASE REFER TO SHELL
DRAWING FOR INFORMATION, TYPICAL.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

ALSO PARTITIONS
WITH CENTER LINE OF
MULLION TYP.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

CLINIC DIMENSIONS SHOWN IN SECTION
WITH CENTER LINE OF MULLION, ELEVING
AS APPROXIMATE DIMENSIONS. DIMENSIONS ON THE
CL SHALL VERIFY DIMENSIONS IN FIELD AND ADVISE
CONTRACTOR OF ANY ADJUSTMENTS REQUIRED.
FOUND TYPICAL AT ALL DOORS.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

ALSO PARTITION
WITH CENTER LINE OF
MULLION TYP.

THIRD FLOOR PLAN -	
SQUARE FOOTAGES PER DEPARTMENTS	
LAB	SQ FT: 1,024
HEPATITIS CLINIC	SQ FT: 74
BUILDING SERVICES	SQ FT: 182
STD CLINIC	SQ FT: 3,285
MEDICAL RECORDS	SQ FT: 119
WOMEN'S HEALTH	SQ FT: 2,659
LAB WAITING	SQ FT: 755
COMMON AREA	SQ FT: 3,389

TB ADMINIST.

LAB. ADM.

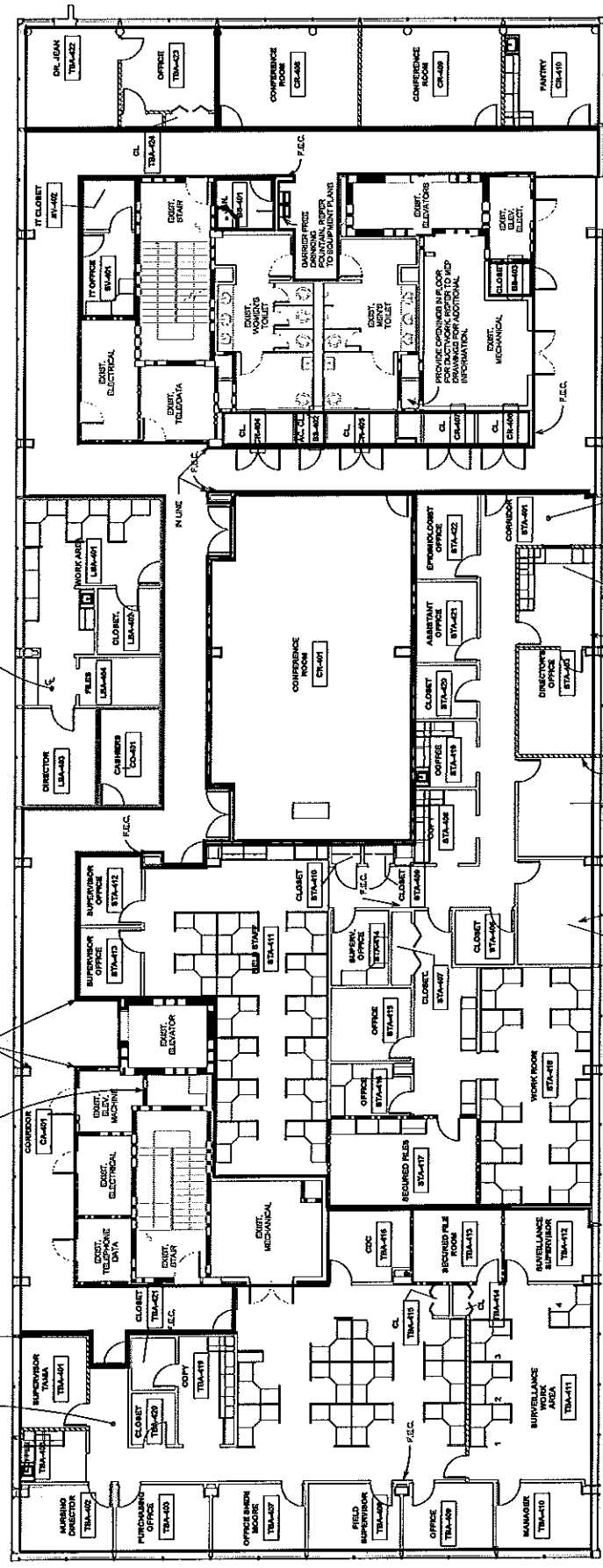
STD ADMINISTRATION

PROVIDE 20' X 30' 1
ACCESS PANEL PAINT
WALL CLOCK HOOKS
TO L.D. DRAWING

ENTERED PARTITION
ON ALLIUM FIELD WORKSPY

ENTERED PARTITION
ON ALLIUM FIELD WORKSPY

FURNITURE BY OWNER,
SHOWN ONLY FOR COORD.
WITH OVERLAP LOCATION.



FOURTH FLOOR PLAN - SQUARE FOOTAGES PER DEPARTMENTS

TB ADMINISTRATION	TBA	SQ FT: 3,278
STD ADMINISTRATION	STA	SQ FT: 3,951
LAB ADMINISTRATION	LBA	SQ FT: 654
BUILDING SERVICES	SV	SQ FT: 102
CASHIER	CS	SQ FT: 106
COMMON ROOM	CR	SQ FT: 691
COMMON AREA	CA	SQ FT: 2,786

WINDOW TREATMENTS LOCATIONS BY ROOM NUMBER

First Floor	Roll Up or Fixed Round Shades Only	Black Out Shades Only
Room Numbers:	103-CORR East, 101-VR, CORR-Southeast, 104-VR, 105-VR, 106-VR, 107-VR, 112-VR, 101-TBC,	NONE
Second Floor	Roll Up or Fixed Round Shades Only	Black Out Shades Only
Room Numbers:	201-ES, 201A-ES, 204-BS, CORR –East, CORR-West, CORR-Eastside	203-BS, 205-BS, 202-BS
Third Floor	Roll Up or Fixed Round Shades Only	Black Out Shades Only
Room Numbers:	304-HC, 305-HC, 306-CA, 320-STC, 321-STC, 322-STC, 323-STC, 302-STC, 301-LTBI, 301-CR, 302-CR, 303-CR, CORR-West, 325-WH	303-LAB, 305-LAB, 307-LAB, 310-LAB, 311-LAB, 316-STC, 317-STC, 318-STC, 319-STC, 302-HC, 303-HC
Fourth Floor	Roll Up or Fixed Round Shades Only	Black Out Shades Only
Room Numbers:	401-TBA, 405-TBA, 402-TBA, 403-TBA, 407-TBA, 408-TBA, 409-TBA, 410-TBA, 411-TBA, 412-TBA, 402-STA, 403-STA, 404-STA, 405-STA, 401-STA, 418-STA, CORR-SW, 423-TBA, 422-TBA, 408-CR, 409-CR, 410-CR, CORR-Northwest, CORR-East	403-LAB, 404-LAB

Room numbers are the same as shown on the Floor Plans.
 There are three types of window treatments: Roll Up, Fixed Round, and Black Out.
 Review plans carefully, there are many rooms that share the same window.

BID INFORMATIONAL SHEET
 (Required to be completed ONLY by the awarded bidder)

Room Number/Window Number	Shade Type (Blackout, Roll-up and Fixed Round)	Unit Cost (each)
103-CORR (East) (16 windows)		\$ _____
101-VR (2 windows)		\$ _____
CORR (Southeast side) (6 windows)		\$ _____
104-VR (7 window)		\$ _____
105-VR (1 window)		\$ _____
106-VR (1 window)		\$ _____
107-VR (1 window)		\$ _____
112-VR (1 window)		\$ _____
101-TBC-CASHIER (2 windows)		\$ _____
201-ES (8 windows)		\$ _____
201A-ES (3)		\$ _____
202-BS (2 windows)		\$ _____
203-BS (4 windows)		\$ _____
204-BS (1 window)		\$ _____
205-BS (1 window)		\$ _____
CORR (East) (20 windows)		\$ _____

CORR (West) (20 windows)		\$ _____
CORR (East side) (6 windows)		\$ _____
302-HC (2 windows)		\$ _____
303-HC (2 windows)		\$ _____
304-HC (3 windows)		\$ _____
305-HC (2 windows)		\$ _____
306-CA (3 windows)		\$ _____
303-LAB (1 window)		\$ _____
305-LAB (2 windows)		\$ _____
307-LAB (1 window)		\$ _____
310-LAB (1 window)		\$ _____
311-LAB (3 windows)		\$ _____
316-STC (2 windows)		\$ _____
317-STC (2 windows)		\$ _____
318-STC (2 windows)		\$ _____
319-STC (2 windows)		\$ _____
320-STC (1 window)		\$ _____
321-STC (2 windows)		\$ _____

322-STC (1 window)		\$ _____
323-STC (2 windows)		\$ _____
302-STC (2 windows)		\$ _____
301-LTBI (2 window)		\$ _____
301-CR (5 windows)		\$ _____
302-CR (4 windows)		\$ _____
303-CR (4 windows)		\$ _____
CORR (West) (23 windows)		\$ _____
325-WH (2 windows)		\$ _____
401-TBA (2 windows)		\$ _____
405-TBA (1 window)		\$ _____
402-TBA (3 windows)		\$ _____
403-TBA (2 windows)		\$ _____
407-TBA (2 windows)		\$ _____
408-TBA (2 windows)		\$ _____
409-TBA (2 windows)		\$ _____
410-TBA (3 windows)		\$ _____
411-TBA (4 windows)		\$ _____
412-TBA (1 window)		\$ _____
401-STA (1 window)		\$ _____

402-STA (3 windows)		\$ _____
403-STA (2 windows)		\$ _____
404-STA (2 windows)		\$ _____
405-STA (2 windows)		\$ _____
418-STA (5 windows)		\$ _____
CORR (Southwest side) (10 windows)		\$ _____
TBA, CORR (Eastside) (6 windows)		\$ _____
410-TBA, CR (4 windows)		\$ _____
409-TBA, CR (3 windows)		\$ _____
408-TBA, CR (3 windows)		\$ _____
423-TBA (2 windows)		\$ _____
422-TBA (4 windows)		_____
TBA, CORR (Northwest) (7 windows)		\$ _____
404-LAB (4 windows)		\$ _____
403-LAB (2 windows)		_____

Total Number of Windows:260

**ATTACHMENT II
PRICE PAGE**

A single award shall be made to the responsive, responsible bidder offering the lowest grand total for Window Treatments. The price for the Window Treatments shall include installation, shipping, handling, manuals, training, delivery, clean-up and set-up for a complete turn-key operation.

<u>DESCRIPTION</u>	<u>GRAND TOTAL</u>
<p align="center">Window Treatments, As specified in Attachment I (Price shall include installation, shipping, handling, manuals, training, delivery, clean-up and set-up for a complete turn-key). Please note that the State of Florida, Department of Health has tax exempt status; Tax Exempt Certification provided upon request.</p>	\$ _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS AND SPECIFICATIONS. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: _____
(Signature)

NAME AND TITLE: _____
(Print or Type)

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

FAX NUMBER: (_____) _____

**ATTACHMENT III
BIDDER REFERENCES**

Bidder's Name: _____

Vendors are required to submit with their bid, three (3) references that have been received services similar to those requested in this solicitation. Vendors shall use Attachment III, Bidder Reference Form of this ITB to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

Title

**ATTACHMENT IV
REQUIRED CERTIFICATIONS**

ACCEPTANCE OF TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it will comply with all the terms and conditions specified in the ITB and contained in the Standard Contract/Purchase Order attached. **(Attachment VII, Attachment VI).**

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

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



**ATTACHMENT V
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES**

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: JANICE BROWN, MBE COORDINATOR, BUREAU OF
GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

I. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

ATTACHMENT VI
PURCHASE ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace purchase order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health Department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This purchase order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this purchase order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of

security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. **TERMINATION:** This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

Unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Departments right to remedies at law or to damages.

12. The terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Purchase Order shall govern.

ATTACHMENT VII

CFDA No.
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

- A. To provide services in accordance with the conditions specified in Attachment I.**
B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. **If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.**
- b. **If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Department.**
- c. **If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.**
- d. **Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department.**
- e. **The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.**
- f. **HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).**

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject _____ at all reasonable times to inspection, review, or audit by

- Federal, state, or other personnel duly authorized by the Department.
5. Persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To provide a financial and compliance audit to the Department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health.* If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or

services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the Department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: (SAMPLE)

SIGNATURE: (SAMPLE)

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE: