

TITLE PAGE
DEPARTMENT OF HEALTH
CITRUS COUNTY HEALTH DEPARTMENT COUNTY HEALTH DEPARTMENT

INVITATION TO BID
FOR
MOBILE MEDICAL UNIT (1)
ITB DOH 12-019

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

SCHEDULE	DUE DATE	METHOD
Bid Advertised	10/30/2012	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing	11/08/2012	Submit to: Florida Department of Health Purchasing – Steve Mergy Suite 310 4052 Bald Cypress Way Bin B07 Tallahassee, FL 32399 Fax: (850) 412-1190 Email: steven_mergy@doh.state.fl.us
Answers to Questions	11/13/2012	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
SEALED BIDS DUE AND OPENED	11/16/2012 2:00PM	Submit to: Florida Department of Health Purchasing – Steve Mergy, Suite 310 4052 Bald Cypress Way Bin B07 Tallahassee, FL 32399 :
Anticipated Posting of intent to Award	11/28/2012	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu

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

The Florida Statutes can be accessed at www.leg.state.fl.us/statutes/

Only filings delivered by the U.S. Postal Service, a private delivery service, in person or by fax during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, FL 32399-1703
850-245-4005

Agency Clerk
2585 Merchants Row Blvd.
Tallahassee, FL 32399

FAX: 850-410-1448
or 850-413-8743

Section 1.0 General Instructions to Respondents (PUR 1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2934/11780>

Section 2.0 General Contract Conditions (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2933/11777>

Section 3.0 Introductory

3.1 Statement of Purpose and Programmatic Authority

The purpose of this Invitation to Bid (ITB) is to obtain competitive prices for the purchase of one (1) Mobile Medical Units for the Citrus County Health Department per Attachment I, Specifications. The estimated budget shall not exceed \$180,000.00.

3.2 Term

It is anticipated that the contract resulting from this ITB will be for one year, beginning with the direct order issue date or contract execution date.

3.3 Definitions

- "Bidder" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions. The term Vendor may also be used.
- "Bid" and "Response" mean the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.
- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" means all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful bidder under this Invitation to Bid.
- "Contractor" or "Provider" means the 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.
- "Department," "DOH" or "Buyer" means Department of Health and may be used interchangeably.
- "Desirable Conditions" means 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.

- “Minor Irregularity,” used in the context of this solicitation and prospective 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.
- “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_main_menu

Section 4.0 Technical Specifications

4.1 Specifications

Detailed specifications for this solicitation are outlined in Attachment I to this ITB.

4.2 Training

Onsite training must be provided on the vehicle operations, and preventative maintenance. Training date & location will be determined by the Department.

4.3 Manuals

All bids must meet all conditions and specifications of the ITB. When technical documentation is required by this ITB, it is to be provided with the bid submission to demonstrate compliance of the product bid with applicable technical requirements of the ITB. The Department, in its sole discretion and in the best interest of the State, may determine the acceptability of the bid through technical documentation made available to 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 of submitting 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.

Equipment operation manuals are required with each unit purchased and must be furnished upon delivery at no additional cost to the Citrus County Health Department.

4.4 Warranty

All equipment purchased through a bid must be warranted against defects, poor workmanship and insufficient performance for two (2) years from the date of delivery. The warranty must include replacement of any defective part at no cost to the department.

Warranty documentation is required with bid submission.

4.5 Delivery/Location

The item requested in this ITB shall be delivered FOB destination to:

Citrus County Health Department
3700 W. Sovereign Path
Lecanto FL 34461

The item on this ITB must be delivered, installed, and training shall be provided to Citrus County Health Department staff no later than 12/31/2012.

Failure by the vendor to deliver the Mobile Medical Unit, and train staff on its operation by the date designated above, shall cause the Department to consider the vendor in breach of contract.

4.6 Experience

The bid response shall include contact information for three (3) entities the bidder has provided commodities or services similar to those requested in this solicitation. Vendors shall use Attachment III, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

4.7 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 provided or are improperly executed will be considered non-responsive and the bid will be rejected.

- Title Page
- Price Page
- Required Certifications

4.8 Price Page

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

4.9 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 Florida Administrative Code Rule 60A-1.011.

4.10 Basis of Award

A single award shall be made to the responsive, responsible bidder offering the lowest cost for the item requested in this ITB.

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Instructions for Submittal

- 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 with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.

5.2 Instruction for Formatting

- Bidders are required to complete, sign, and return the "Title Page" with the 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 CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

5.3 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 Section 119.011(1), Florida Statutes, 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 person upon request as provided in Art. I, Sec. 24, Fla. Constit and Chapter 119, Florida Statutes. It is expressly understood that any state contractor's refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally terminate the contract. The successful bidder will be required to 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 successful bidder shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the department. Data files will be provided in a format directed 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 failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

5.4 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 with the claimed protected information redacted 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, all records submitted are public records and the Department shall produce all documents, data or records submitted by the respondent in answer to a public records request.

5.5 Inquiries

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

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. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid S http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health
Purchasing, Steve Mergy
4052 Bald Cypress Way Bin B07
Tallahassee, FL 32399
Fax: (850) 412-1197
Email: steven_mergy@doh.state.fl.us

NOTE: FLORIDA LAW:

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. Section 287.057(23), Florida Statutes

5.6 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (727) 820-4223 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 Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.7 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 who may be available for subcontracting or

Section 6.0 Special Conditions

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Cost of Bid Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a bidder in responding to this ITB.

6.2 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. Also, a department shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, 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.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

6.3 Verbal Instructions Procedure

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Purchasing Office may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor.

6.4 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the bidding specifications or documents during the bidding period a written addendum 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 vendor to be aware of any addenda that might affect the submitted bid.

6.5 Unauthorized Aliens

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.6 Licenses, Permits, and Taxes

Respondent shall pay for all applicable licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.7 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 VI, Section III B or Department of Health Purchase Order Terms and Conditions, Attachment V.

6.8 Recycled Content

Vendors shall certify in its response, the percentage of recycled content of the material used for printing or certify the material contain no recycled content, if applicable to this solicitation.

6.9 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) 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 department 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 respondent who responds to a request for information form being eligible to contract with an department." 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.

Acknowledge acceptance on Required Certifications, Attachment VII.

6.10 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in

subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

6.11 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney’s fees, and/or costs.

6.12 Required Certificates

All vendors must sign and return with its response the Required Certifications form, Attachment VIII **Any vendor failing to return the Required Certifications form will be considered nonresponsive.**

6.13 W9 Initiative

The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <https://flvendor.myfloridacfo.com/>

Attachment I
ITB DOH 12-019
Mobile Health/Medical Van Specifications

MOBILE HEALTH / MEDICAL VAN SPECIFICATIONS

REPRESENTATIVE MODEL: 2012/2013 FORD SUPER DUTY F-550 COMMERCIAL CAB AND CHASSIS WITH GOSHEN G-FORCE COMMERCIAL CONVERSION SHELL BODY OR EQUIVALENT.

Fully Welded Unitized steel cage construction.

31ft LOA (Overall Length)

233-inch Wheelbase

20ft x7ft, 9-inch interior useable floor space.

Shall meet FMVSS 220 & 221 standards for cut away chassis.

Altoona Tested for Durability.

6.7 Liter Diesel Engine, compliant to Mandated Emissions standards.

Equipped with Dual Alternators. 110 amperes, minimum.

MBX Allison 1000 PTS Five speed automatic transmission or approved equivalent.

Transynd Synthetic Automatic Transmission Fluid or approved equivalent.

GVWR, 19,500-lbs., minimum.

Heavy duty shocks.

Rear stabilizer bar.

Dual batteries. 770 CCA Heavy Duty Freedom BS or approved equivalent on slide out tray.

Front/Commercial tire package. Tire size: LT225/70R19.5G.

Rear/Heavy duty tires. Tire size: LT225/70R19.5G.

Front and rear stainless wheel liners. Tires must be equipped with stainless valve extensions.

59 gallon fuel tank filler neck shall be located on rear of driver's side with green fuel cap to ID diesel fuel only.

Package to include: Cruise control, air conditioning, power heated mirrors, tilt wheel, chrome front bumper, dual electric horn, high back driver seat, AM/FM stereo w/CD player and driver's side air bag.

Flat floor must be constructed without wheel wells.

Smooth factory FRP interior wall panels and ceiling panels.

Commercial heavy duty Grey ribbed floor covering.

CONVERSION TO INCLUDE.

Custom floor plan drawn to meet agency needs as described on page 14.

Custom designed health interior as described on page 14.

Exam rooms as per specifications with custom designed exam beds.

Private interview room.

Two (2), Coleman HP2 or approved equivalent roof top air conditioners with auxiliary heat.

Cabinets must match custom floor plan, work counters, sofas, etc.

Blood Draw Chair.

Under-counter 20-inch x 20-inch refrigerator sized to available space.

Sign in desk area.

Side walls and ceiling will be Factory Gray FRP smooth finish only.

Windows will be one (1), per side located up front in passenger compartment.

Outside scene light will be installed by front door.

Upholstery colors to be determined by agency, except the driver seat which is Factory Gray.

Coach main body will be white.

Onan Quiet pack 12kw water and air cooled generator CMQD or approved equivalent on special rear mount bracket. Remote start and stop panel shall be included.

All 110v, 12v wiring must be computer cat six wire.

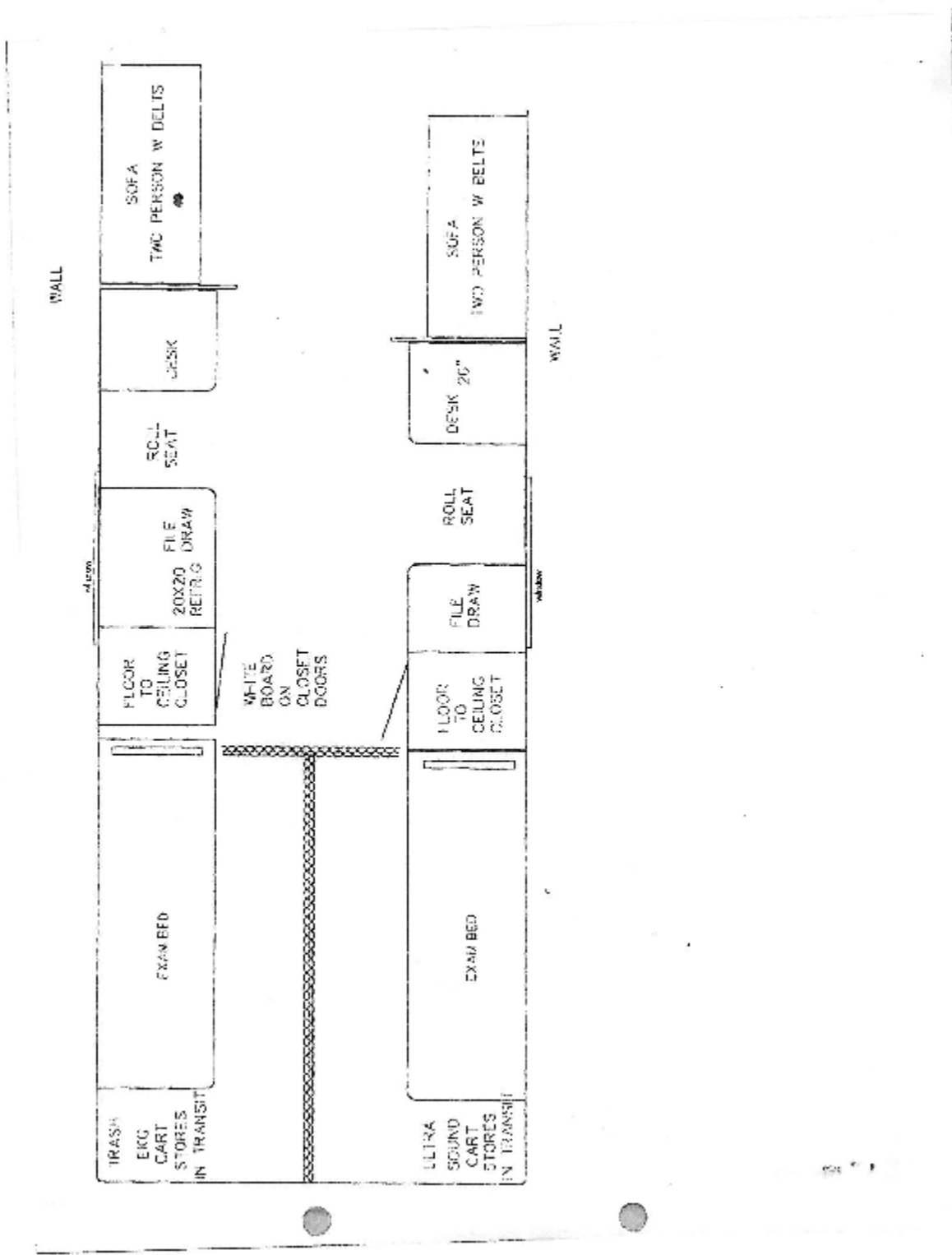
Energy efficient 110v ceiling lights equipped with automatic transfer switch.

Two (2), additional built in electric heaters will be installed in applicable locations provided by agency.

GPS with large color LCD screen.

Color Back up camera system.

Standard lettering shall be provided on both sides, with front and rear header.
Escape hatch shall be installed in ceiling.
Fourteen (14)-foot retractable side mounted awning.
All electric Stabilizer Jack System.



**ATTACHMENT II
PRICE PAGE**

A single award shall be made to the responsive, responsible bidder offering the lowest unit price for the item requested in this ITB including delivery, FOB destination.

Description	Quantity	Unit Price
Mobile Medical Unit 2012/2013 FORD SUPER DUTY F-550 COMMERCIAL CAB AND CHASSIS WITH GOSHEN G-FORCE COMMERCIAL CONVERSION SHELL BODY OR APPROVED EQUIVALENT.	1	\$ _____

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 PRODUCT/SERVICES SPECIFIED IN THE BID.

AUTHORIZED REPRESENTATIVE: _____
(Signature)

NAME AND TITLE: _____
(Print or Type)

COMPANY: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

**ATTACHMENT III
EXPERIENCE FORM
DOH12-019**

Vendor's Name: _____

Vendors are required to submit with their proposal, three (3) references that have received services similar to those requested in this solicitation. 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 will make only two attempts to contact each reference. The Department's reference determination is not subject to review or challenge. Listing the Department or Department employees as references is prohibited.

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

**ATTACHMENT IV
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: JESSYLYN COVELL,
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,
STE. 310, TALLAHASSEE, FL. 32399-1734

1. 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 V

DIRECT 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 direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Citrus 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 direct 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 direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct 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 direct 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(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) 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 direct 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 direct 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 direct 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 Direct 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 Direct order shall govern.

ATTACHMENT VI - REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order. (Attachment V & 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 Respondent or Offeror 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.

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