

***Agency for Persons with Disabilities
State of Florida
Tacachale***



**INVITATION TO BID
(ITB)**

FOR

**HOUSEKEEPING AND JANITORIAL SERVICES
ITB #APD/TAC 11-008**

COMMODITY CODE: 991-450

**Bid Opening Date:
March 28, 2012 at 2:00 P.M. (EST)**

**MAIL OR DELIVER BID REPLIES/RESPONSES TO:
Madelyn Towns
Agency for Persons with Disabilities-Tacachale
Purchasing Office, Administration Building
1621 NE Waldo Road, Gainesville, FL 32609
Telephone: (352) 955-5537**

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SECTION 1 - INTRODUCTION

1.1 Statement of Need

The Agency for Persons with Disabilities at Tacachale located on Waldo Road in Gainesville, Florida is an Intermediate Care Facility for the Developmentally Disabled. Residents live in homes and every effort is put forth to provide them with a typical home-like setting. The facility provides complete care for the residents. The facility is in need of a vendor to provide housekeeping services for these residential homes and provide janitorial services for non-residential areas. The successful bidder must provide staff persons to perform housekeeping services for residents who live in 31 residential homes located on the premises. The bidder is also to provide janitorial services for 11 non-residential office buildings. A task list for housekeeping and janitorial services is listed in Section B of Attachment I, Appendix II.

1.2 Statement of Purpose

The purpose of this solicitation is to secure competitive bids from qualified vendors to the Agency for Persons with Disabilities at Tacachale in Gainesville, Florida. The successful bidder must provide staff to perform housekeeping and janitorial services on a full time basis between the hours of 6:00 A.M. and 6:00 P.M., 365 days per year. The services must be performed in such a manner that all applicable safety and health regulations are met for the residential and non-residential areas covered by the contract.

1.3 Term of Contract

Upon selection of the winning bid, the Agency shall enter into a multiple year contract with the successful bidder, for a contract term beginning July 1, 2012 through June 30, 2015, effective the date stipulated by the last signature on the contract. The resulting contract may be renewed for a term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be contingent upon satisfactory performance evaluation as determined by the Agency and be subject to the availability of funds. Any renewals shall be in writing and mutually agreed upon by both parties and shall be subject to the same terms and conditions as set forth in the initial contract.

1.4 Definitions

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

- (a) Bidder – A vendor submitting a bid response to the Agency pursuant to this ITB.
- (b) Clients - Adults with developmentally disabilities who reside at Tacachale.

- (c) Contract Manager - The Agency employee, designated by the contract signer, to enforce performance of the contract terms and conditions and serve as liaison with the contractor.
- (d) Home Manager - The Agency employee responsible for day-to-day operations of residential homes at Tacachale.
- (e) Housekeeper - Vendor employee who provides all housekeeping and janitorial services outlined in this bid and the contract.
- (f) Non-residential Areas - Any location on the Tacachale campus other than residential homes, including but not limited to worksites (where residents work), the cafeteria, health services departments, etc.
- (g) Physical Plant Division Director - The Agency employee in charge of all maintenance, construction and housekeeping services at Tacachale.
- (h) Residential Homes - Homes where clients reside.
- (i) Responsible Vendor - A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- (j) Responsive Bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- (k) Superintendent - Center Administrator of Tacachale.
- (l) Supervisor - Vendor employee who provides supervision to housekeeping staff.
- (m) Tacachale - A state operated residential facility for adults with developmentally disabilities, including civil and forensic populations.
- (n) Successful Bidder - The vendor submitting the lowest responsive bid, meeting all requirements pursuant to this ITB.
- (o) Vendor - A legally qualified corporation, partnership or other entity eligible to do business in the State of Florida.

SECTION 2 - ITB PROCESS

2.1 Contact Person

The Procurement Officer is the sole point of contact for this ITB. The procurement Officer for this ITB is:

**Madelyn Towns, Purchasing Director
Tacachale Purchasing Department
1621 NE Waldo Road
Gainesville, FL 32609**

Telephone: (352) 955-5537
E-mail: madelyn_towns@apd.state.fl.us

2.2 Posting

All notices, decisions and intended decisions and other matters relating to this procurement will be electronically posted on the State of Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu.

It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests should they care to do so.

2.3 Vendor Disqualification

Persons or affiliates placed on the Convicted Vendor list or the Discriminatory Vendor list are disqualified pursuant to Sections 7 and 8 of PUR 1001 which can be located at the following website:
<http://dms.myflorida.com/content/download/2934/11780>.

2.4 Vendor Disqualification for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for disqualification or termination. To be disqualified as a vendor under this provision, the prospective Vendor must have previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency or had a contract terminated by the Agency for cause.

2.5 Limitation on Contacting Agency Personnel

Pursuant to section 287.057(26), Florida Statutes, Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer identified in Section 2.1, Contact Person or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a bid.

2.6 Calendar of Events and Deadlines

Listed below are the important activities and dates/times by which the actions must be taken and completed. If the Agency finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local times in Gainesville, Florida. (Eastern Standard Time).

<u>ACTIVITY</u>	<u>DUE DATE</u>	<u>TIME</u>	<u>LOCATION</u>
ITB Advertised and Released	Monday, 03/05/2012	2:00 P.M.	Vendor Bid System: http://myflorida.com/apps/vbs/vbs_main_menu
Notice of Intent to Attend Mandatory Solicitation Conference/Site Visit to Be Received by Tacachale No Later Than (optional)	Monday, 03/12/2012	2:00 P.M.	Please send the response to Madelyn Towns, Purchasing Director via email at: madelyn_towns@apd.state.fl.us
Hold Mandatory Solicitation Conference/Site Visit	Thursday, 03/15/2012	2:00 P.M.	Agency for Persons with Disabilities - Tacachale 1621 NE Waldo Road Administration Building, Conference Room Gainesville, Florida 32609
Bid Inquiries Deadline	Thursday, 03/22/2012	11:00 A.M.	madelyn_towns@apd.state.fl.us
Receive All Sealed Bids & Bid Opening Date	Wednesday, 03/28/2012	2:00 P.M.	Agency for Persons with Disabilities - Tacachale 1621 NE Waldo Road Administration Building Gainesville, Florida 32609
Initial Evaluation Team Meeting Date	Thursday, 03/29/2012		Agency for Persons with Disabilities - Tacachale 1621 NE Waldo Road Administration Building Gainesville, Florida 32609
Debriefing Evaluation Team Meeting Date	Monday, 04/02/2012		Agency for Persons with Disabilities - Tacachale 1621 NE Waldo Road Administration Building Gainesville, Florida 32609
Post the Notice of Intent to Award	Wednesday, 04/04/2012	2:00 P.M.	Vendor Bid System: http://myflorida.com/apps/vbs/vbs_main_menu
Bid Award	Wednesday, 04/11/2012		
Anticipated Effective Date of Contract	Sunday, 07/01/2012		

2.7 Notice of Intent to Submit a Reply (Optional)

Vendors wishing to submit a Notice of Intent to Submit a Reply to attend the mandatory Solicitation Conference may do so by sending the written notice via email to the Procurement Officer as specified in Section 2.1, Contact Person.

2.8 Solicitation Conference

There will be a mandatory Solicitation Conference and site visit for participating bidders and/or bidders' representatives to be held as specified Section 2.6, Calendar of Events and Deadlines. All vendors must sign in at Tacachale

Administration Building prior to completing the site visit. Failure to sign in will result in the disqualification of submitted bid(s). The site visit during the Solicitation Conference is to familiarize bidders with conditions that may in any manner affect the work to be done, or the equipment, materials and labor required. The bidder shall examine this ITB carefully. Ignorance of any requirements contained herein or of conditions existing at the site will not relieve the vendor of liability and obligations under the resulting contract.

Small Businesses Certified Minority and Women's Business Enterprises are encouraged to participate in any conferences, pre-solicitation, or pre-bid meetings that are scheduled.

2.9 Bidder Inquiries

Any inquiries from bidders concerning this ITB shall be **submitted by email**, identifying the submitter, to the contact person listed in Section 2.1, Contact Person and must be received no later than the date and time specified in Section 2.6, Calendar of Events and Deadlines. It is the responsibility of the bidder to confirm receipt of e-mailed inquiries.

Copies of the responses to all inquiries, including written agency clarifications and/or addenda, if made to the ITB, will be made available through electronic posting by February 28, 2012 on the MyFlorida.com website at http://myflorida.com/apps/vbs/vbs_main_menu. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

2.10 Withdrawal of Bids

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Agency, signed by the vendor within seventy-two (72) hours after the bid opening time and date indicated in Section 2.6, Calendar of Events and Deadlines. A request received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

2.11 Acceptance/Rejection of Bids

Bids must be received by the Agency no later than the time, date and location as indicated in Section 2.6, Calendar of Events and Deadlines. Any bid submitted shall remain a valid offer at least ninety (90) days after the bid submission date. No changes, modifications or additions to the bids submitted after the deadline for the bid opening has passed will be accepted by or be binding on the Agency.

Bids not received at either the specified location, or by the specified date and time, or both, will be rejected and returned unopened by the Agency. The Agency will retain one (1) unopened copy for use in the event of a dispute.

The Agency reserves the right to reject any and all bids or to waive minor irregularities when to do so would be in the best interest of the State of Florida.

Minor irregularity is defined as a variation from the ITB terms and conditions, which do not affect the price of the bid, or give the vendor an advantage or benefit, not enjoyed by other vendors, or does not adversely impact the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation to do so whatsoever.

2.12 Bid Opening

Bids will be publicly opened at the time and date specified in Section 2.6, Calendar of Events and Deadlines. The name of all bidders submitting bids shall be made available to interested parties upon request to the Procurement Officer.

2.13 Notice of Intent to Award a Contract

The Agency shall award the contract with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the ITB. The Notice of Intent to Award shall be posted on the Vendor Bid System by the date stated in Section 2.6, Calendar of Events and Deadlines at the following site:

http://myflorida.com/apps/vbs/vbs.www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award, the Agency shall post a notice of the delay and a revised date for posting the notice of intended award.

2.14 Protests and Disputes

Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within seventy-two (72) hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Agency's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Agency shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3) F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond.

SECTION 3 - MINIMUM SPECIFICATIONS

3.1 Bidder Qualifications

Bidder must have at least three (3) years of verifiable work experience. Bidder must also have proven work experience in an environment similar to Tacachale.

3.2 Bidder Experience

The ability of prospective vendors to comply with the conditions and specifications of this ITB is required. Prospective vendors must provide reference letters from at least three (3) organizations that attest to the vendor's significant ability to provide the services. Services provided to these organizations shall have been of similar scope and nature as specified in this ITB for a continuous period of at least three (3) full years and shall have been provided to these organizations within the previous two (2) years.

3.3 Minimum Programmatic Specifications

The successful bidder shall perform the tasks outlined in Attachment I (Appendix II) in accordance with all terms thereof.

3.4 Minimum Financial Specifications

The successful bidder shall be compensated in the manner set forth in Attachment I (Appendix II), in accordance with all terms thereof. The funding source for the resulting contract will be subject to the availability of state general revenue funds.

3.5 Composition of the Contract

The successful bidder shall provide staff to perform housekeeping services in residential homes and janitorial services in non-residential areas as specified in this ITB on a full-time basis.

The contract that shall be awarded from this ITB will be comprised of the Agency's Standard Contract, Attachment I and the Agency's Financial Compliance and Audit Attachment.

It is strongly recommended that bidders review these documents thoroughly to ensure that they have an understanding of the terms and conditions for the services that will be required of the vendor.

3.6 Standard Contract

The Agency's Standard Contract (Appendix I) contains universal administrative, financial, and non-programmatic terms and conditions mandated by federal and state laws, rules or regulations, and/or Agency policy that are required by the Agency for all vendors. A copy of the Standard Contract may be found as Appendix II to this ITB.

3.7 Attachment I

Attachment I (Appendix II) contains contract terms and conditions governing the performance of the work, required deliverables and performance standards, and compensation. Attachment I will be part of the contract resulting from this ITB and its terms and conditions are binding upon vendors.

3.8 State of Florida Form PUR 1000

The State of Florida Form PUR 1000, General Contract Conditions, is incorporated by reference into the Agency's Standard Contract. The State of Florida Form PUR 1000 is available at the following website:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents/forms_references_resources/purchasing_forms.

3.9 Financial Compliance and Audit Attachment

The Agency's Financial Compliance and Audit Attachment (Appendix III) contains additional general contract terms and conditions related to audits and monitoring.

3.10 Order of Precedence

In the event of conflict in terms among the foregoing, the following order of precedence will apply.

- (a) Attachment I;
- (b) All attachments and exhibits to Attachment I;
- (c) The Agency's Standard Contract; and
- (d) State of Florida PUR Form 1000

3.11 Changes in Location

The Vendor shall notify the Procurement Officer in writing a minimum of seven (7) business days prior to making changes in business location that will affect the Agency's ability to contact the Vendor by phone, email or facsimile transmission.

3.12 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1.0%), which the Provider shall pay to the State unless exempt pursuant to 60A-1.032, Florida Administrative Code.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Provider 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 of 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. A Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider'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 Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

SECTION 4 - INSTRUCTIONS TO VENDORS FOR BID SUBMISSION

4.1 General Instructions to Respondents, Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (11/04) is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which cases the term contained in PUR 1001 shall take precedence. Form PUR 1001 is available at:

<http://dms.myflorida.com/index.php/content/dpwnload/1907/8062/version/9/file/1001.doc>.

4.2 Title Page

The first page of the bid shall be a Title Page that contains the following:

- (a) ITB Number;
- (b) Title of the Bid;
- (c) Vendor's Name (person, organization, firm);
- (d) Name of Organization to which bid is submitted;
- (e) Name, Title, Phone Number and Address of person who can respond to inquiries regarding the bid; and
- (f) Name of the Vendor's Project Director (if known)

4.3 Required Vendor Statement or Certifications

The Vendor shall submit with each bid copy a signed Vendor Statement or Certifications, which is located in Appendix IV.

4.4 Cost of Preparation of Bid

The Agency is not liable for any costs incurred by a vendor responding to this ITB.

4.5 Cost Bid

The fixed price (hourly rate) of the resulting contract is a flat fee or rate charged for housekeeping and janitorial services for each position. To determine the total dollar amount of the contract that is represented by the fixed price part, the vendor is required to present hourly rates for the following positions based on the hours stated.

Housekeeper72,500 hours annually

Supervisor3,120 hours annually

4.6 Submission of Bid

The Vendor must submit one (1) original signed bid package and one (1) copy of the bid package. The original signature must be that of an official of the Vendor who is authorized to bind the Vendor to its bid. The Agency will retain one unopened copy for use in the event of a dispute. Bids are due at the time, date and location specified in Section 2.6, Calendar of Events and Deadlines, and shall be sealed and submitted to the attention of the Procurement Officer as stated in Section 2.1, Contact Person. Bids received late will not be considered for further review. The Vendor may choose, and is responsible for, the method of delivery to the Agency except that facsimiles or electronic transmissions will not be accepted at anytime. The envelope must be clearly marked "Bid" with bid number on the outside of the envelope.

4.7 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any Agency employee. Only those communications that are in writing from the Agency's Procurement Officer identified in Section 2.1, Contact Person shall be considered a duly authorized expression on behalf of the Agency. Only communications from the vendor's representative, which are in writing and signed, will be recognized by the Agency as duly authorized expressions on behalf of the vendor.

4.8 Successful Vendor

The successful vendor shall furnish the Agency with a Performance Guarantee for 100% of the bid amount written by a Surety Company acceptable to the Agency and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent.

The vendor has ten (10) calendar days after receipt of the award letter to provide the Agency a performance bond payable to the Agency for Persons with Disabilities for 100% of the total bid amount. The bond shall be issued by a Surety Company licensed in the State of Florida. Upon acceptance of the bond, the Agency will issue a contract in accordance with the referenced bid.

4.9 Documents

The vendor must complete and duly execute all required identified documents and return the originals (except the List of References, Appendix VIII, which does not require an original signature) as part of the bid package. Any bid which does not include the required documents may be considered non-responsive and the bid may be subject to rejection. The vendor must return the price sheet with a cost for each of the three (3) years of the contract.

- (a) Appendix IV - Vendor Statements or Certifications
- (b) Appendix V - Vendor Contact Information
- (c) Appendix VI - Drug-Free Workplace Program Certification
- (d) Appendix VII - Price Sheet
- (e) Appendix VIII - List of References

SECTION 5 - BID RATING AND BID TABULATION SHEET

5.1 Description of Bid Rating Methodology

Tacachale will award the contract to the qualified, responsive bidder with the lowest price as specified on the Price Sheet for this ITB. In the event the lowest bidder is found non-responsive or non-qualified, the Agency shall proceed to the next lowest qualified, responsive bidder and continue the award process.

5.2 Identical Tie Responses

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

5.3 ITB Tabulation Methodology

If a bid has been determined to be both responsive and acceptable, then the Procurement Officer will review the Vendor's Price Sheet and record the cost on the bid tabulation sheet, (Appendix IX). The lowest priced bid for the original term of the contract will be awarded the contract.

APPENDIX I
ITB #APD/TAC 11-008

Contract No. _____

CFDA or CSFA No. _____

Client ☐ Non-Client ☐

FLORIDA AGENCY FOR PERSONS WITH DISABILITIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Agency for Persons with Disabilities, hereinafter referred to as the "Agency," and _____ hereinafter referred to as the "Provider." The Agency and Provider agree as follows:

1. Contract Document

This Contract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties, and such documents shall collectively constitute and be referred to as the "Contract."

2. Requirements of Section 287.058, Florida Statutes (F.S.)

The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the Contract Manager (as defined in Section 49.c. below) in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Agency. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

3. Effective and Ending Dates

This Contract shall begin on _____, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time at _____, Florida, on _____.

4. 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 Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be as provided in PUR 1000 (as defined in Section 29).

5. Contract Amount

The Agency shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed _____ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

6. Federal Law

- a. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR) Part 74, 45 CFR Part 92, and other applicable regulations.
- b. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR Part 30). The Provider shall report any violations of the above to the Agency.
- c. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. 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, prior to payment under this Contract.
- d. Unauthorized aliens shall not be employed by the Provider. The Agency shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality 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 termination without prior notice of this Contract by the Agency.
- e. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- f. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

7. Audits, Inspections, Investigations, Records and Retention

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Contract.

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- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required by this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Agency.
- c. Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 7.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Agency as specified in this Contract and in Attachment _____.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General pursuant to section 20.055, F.S.

8. Monitoring by the Agency

The Provider shall permit all persons who are duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods and services of the Provider that are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Agency will deliver to the Provider a written report of its findings, and may direct the development by the Provider of a corrective action plan. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Agency's termination rights under Section 37.d.

9. Indemnification

- a. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Agency, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Provider, its agents, employees, partners, or subcontractors, provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Agency.
- b. The Provider shall fully indemnify, defend, and hold harmless the State and Agency from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Agency's misuse or modification of Provider's products or a Agency's operation or use of Provider's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the Agency the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Agency the right to continue using the product, the Provider shall remove the product and refund the Agency the amounts paid in excess of a reasonable rental for past use. The Agency shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this Contract or delivered to the Agency for the use of the Agency, its employees, agents or contractors.
- c. The Provider shall protect, defend, and indemnify, including attorneys' fees and costs, the Agency for any and all claims and litigation (including litigation initiated by the Agency) arising from or relating to Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction, as provided for under Section 32.
- d. The Provider shall not be liable for any cost, expense, or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Agency negligent shall excuse the Provider of performance under this provision, in which case the Agency shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Agency shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. Insurance

Unless the Provider is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and during any renewal(s) and/or extension(s). By execution of this Contract, 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 Agency written verification supporting both the determination and existence of such insurance coverage. A certificate of insurance or such other documentation acceptable to the Agency evidencing the type and extent of all insurance obtained pursuant to this Section 10 shall at all times be maintained by the Provider, and the Provider shall deliver a copy of such proof of insurance to the Agency. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Contract.

11. Confidentiality of Information

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The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

12. Assignments and Subcontracts

- a. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of the Agency, and such approval shall only be granted upon the Agency's sole determination that such assignment will not adversely affect the public interest or the Agency; however, in no event may Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Contract which right is not conditioned on full and faithful performance of Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Agency shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Agency, which shall not be unreasonably withheld.
- b. To the extent permitted by Florida Law, and in compliance with Section 9 of this Contract, the Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against such claims.
- c. The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Agency in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- d. 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 this Contract. This Contract shall remain binding upon the successors-in-interest of either the Provider or the Agency.
- e. The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance.

13. Return of Funds

The Provider shall return to the Agency any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Agency and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Contract Manager, on behalf of the Agency, will notify the Provider by letter of such findings. Should repayment not be made: (i) within two (2) business days after discovery by the Provider of the overpayment; or (ii) within ten (10) days after the notification letter is received from the Agency, then the Provider will be charged interest at the lawful rate of interest on the outstanding balance. Payments made for services subsequently determined by the Agency to not be in full compliance with Contract requirements shall be deemed overpayments.

14. Client Risk Prevention and Incident Reporting

- a. If services to clients are to be provided under this Contract, the Provider and any subcontractors shall conduct incident reporting in the manner prescribed in the Agency's operating procedure APD OP 10-002. This operating procedure is located at the following website: <http://apd.myflorida.com/providers/incident-reporting/>.
- b. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

15. Purchasing

- a. 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, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Agency 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, (800) 643-8459.
- b. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

16. Civil Rights Requirements

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable, and Children and Families Operating Procedure (CFOP) 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. The Civil Rights Compliance Checklist is not required of Providers that have less than fifteen (15) employees, unless they provide direct client services. The Civil Rights Compliance Checklist is incorporated herein by reference and can be obtained from the Contract Manager.

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17. Independent Capacity of the Contractor

- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Agency unless specifically authorized in writing to do so. This Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
- b. The Provider shall 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. The Agency will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Agency in this Contract.
- c. 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 sole responsibility of the Provider.

18. Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization and 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, Agency for Persons with Disabilities." If the sponsorship reference is in written material, the words "State of Florida, Agency for Persons with Disabilities" shall appear in at least the same size letters or type as the name of the organization.

19. Publicity

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

20. Final Invoice

The final invoice for payment shall be submitted to the Agency no more than _____ days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Agency 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 Agency.

21. Use of Funds for Lobby Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

22. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Agency. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, or an entity or affiliate has been placed on the Discriminatory Vendor List, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies 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; provided, however, that the prohibition on persons or affiliates placed on the Convicted Vendor List shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

23. Gratuities

The Provider agrees that it will not offer to give or give any gift to any Agency employee. As part of the consideration for this Contract, the parties intend that this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to the Agency, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the Suspended Vendor List for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

24. Patents, Copyrights, and Royalties

- a. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Agency, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Agency shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

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- b. If the Provider uses or delivers to the Agency for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood that, without exception, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.
 - c. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Agency shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
- 25. 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Agency's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.
- 26. Information Security Obligations**
- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Agency's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Agency data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
 - b. The Provider shall provide the latest Agency security awareness training to its staff and subcontractors who have access to Agency information, which can be found at the following location: <http://www.dcf.state.fl.us/admin/training.shtml>.
 - c. All Provider employees who have access to Agency information shall comply with, and be provided a copy of CFOP 50-2, Security of Data and Information Technology Resources and APD Operating Procedures and Policies related to Information Security, and shall sign the APD Security Agreement form CF 114 annually. A copy of CF 114 may be obtained from the Contract Manager.
 - d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2 Security of Data and Information Technology Resources and APD Policy Document 14-007.10 "Data Protection and Cryptography". If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Agency data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
 - e. The Provider agrees to notify Information Security Management at apd_ism@apd.state.fl.us and the Contract Manager immediately and without delay, but no later than one (1) business day following the discovery of any breach, potential breach, or unauthorized release of personal and confidential Agency data. The Provider shall require the same notification requirements of all subcontractors.
 - f. The Provider shall provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Agency data provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors.
- 27. Health Insurance Portability and Accountability Act (HIPAA)**
The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under 45 CFR Parts 160, 162, and 164.
- 28. Emergency Preparedness**
- a. If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan that shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed Contract in the event of an actual emergency.
 - b. The Agency agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Agency may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.
 - c. An updated emergency preparedness plan shall be submitted by the Provider no later than twelve (12) months following the acceptance of an original plan or acceptance of an updated plan. The Agency agrees to respond in writing within thirty (30) days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.
- 29. PUR (Purchasing) 1000 Form**
The PUR 1000 Form dated 10/06, as amended from time to time, is hereby incorporated by reference and made a part hereof as if fully recited herein. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this Contract. Other provisions of the PUR 1000 Form are clarified, revised or supplemented as set forth elsewhere in this Contract. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this Contract, the terms or conditions of this Contract shall take precedence over the PUR 1000 Form.
- 30. Notification of Legal Action**
The Provider shall notify the Agency of legal actions taken against it or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Agency. The Agency's

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Contract Manager will be notified within ten (10) days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

31. Whistleblower's Act Requirements

In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

32. Proprietary or Trade Secret Information

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of proprietary or trade secret confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 32.b. below.
- b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Agency, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with Section 32.b. above. Accompanying the submission shall be an updated version of the justification under Section 32.b.above, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Provider fails to promptly submit a redacted copy, the Agency is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

33. Contract Payment

Pursuant to section 215.422, F.S., the Agency has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Agency or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon acceptance by the Agency, but shall remain subject to subsequent audit or review to confirm Contract compliance and/or to the Return of Funds provision of Section 13 of this contract.

34. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422(7), F.S., which include disseminating information relative to prompt payment by the State and to assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

35. Notice

Any notice that is required under this Contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this Contract.

36. Financial Consequences/Penalties for Provider's Failure to Perform or Failure to Comply with Requirement for Corrective Actions

- a. Corrective action plans and/or financial penalties may be required for noncompliance, nonperformance, unacceptable performance, failure to meet the minimum level of service or performance under this Contract, or that is customary for the industry. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties, and termination of Contract and requisition of services from an alternate source.
- c. The increments of penalty imposition that shall apply, unless the Agency determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in

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which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

- d. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- e. The deadline for payment shall be as stated in the notification imposing the financial penalties. In the event of nonpayment, the Agency may deduct the amount of the penalty from invoices submitted by the Provider.
- f. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 13 above, entitled "Return of Funds" to the extent of such error.

37. Termination

- a. This Contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.
- b. In the event funds for payment pursuant to this Contract become unavailable, the Agency may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Agency 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 the effective date of the termination.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Agency may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Agency specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Agency may, if applicable, employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), but is not required to do so in order to terminate the Contract. The Agency's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Agency's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Agency's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (i) previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (ii) had a contract terminated by the Agency for cause. Termination pursuant to this Section 37d., shall be upon no less than twenty-four (24) hours notice in writing to the Provider (excluding Saturday, Sunday, and State Holidays).

38. Renegotiations or Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget. If the services provided under this Contract are the same type of service that is offered under the Developmental Disabilities Home and Community Based Waiver Services (HCBS) and the established rates are adjusted, the rates of services under this Contract may be modified to be in alignment with the adjusted.

39. Dispute Resolution

Any dispute concerning performance of the Contract or payment hereunder shall be decided by the Agency's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Agency and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 37.d. above.

40. Background Screening

- a. All Provider's staff must meet Level Two Background Screening requirements in accordance with section 393.0655 and Chapter 435, F.S., as a condition of employment and continued employment. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The Provider must submit to the Contract Manager, a signed affidavit, attesting that all current employees have been screened and cleared. An updated affidavit must be sent to the Contract Manager annually. Documentation of background screening shall be maintained in the employee's personnel file.
- b. Licensed physicians, nurses, or other professionals licensed and regulated by the Department of Health are not subject to background screening pursuant to s. 393.0655, F.S., if they are providing a service that is within their scope of licensed practice.
- c. Human resource personnel who have been fingerprinted or screened pursuant to Chapters 393, 394, 397, 402, and 409, F.S., and teachers and non-instructional personnel who have been fingerprinted pursuant to Chapter 1012, F.S. who have not been unemployed for more than ninety (90) days and who under the penalty of perjury attest to the completion of the fingerprinting or screening and to compliance with the provisions of the applicable Florida Statute(s) and the standards for good moral character shall not be required to be re-fingerprinted or rescreened in order

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to comply with any caretaker screening or fingerprinting requirements.

- d. Every employee or volunteer of the Provider who provides direct services, manages or supervises a residential facility or comprehensive transitional education program, or has access to a clients living areas, funds, or personal property, must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment and agree to inform the employer immediately if arrested for any of the disqualifying offenses while employed. Annually each Provider must submit to the agency, under penalty of perjury, a current signed affidavit attesting to compliance with the provisions of background screening.

41. Renewals

This Contract may be renewed, unless specifically stated otherwise in the Attachment I, for a term not to exceed three (3) years or for the term of the original Contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Agency. Any renewal shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Contract.

42. Mandatory Reporting

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

- a. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and
- b. Other reportable incidents shall be reported to the Agency's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at OIG@apd.state.fl.us. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 4030 Esplanade Way, Suite 380, Tallahassee, Florida, 32399-0950; or via fax at (850) 921-4182. A reportable incident is defined in CFOP 180-4, which is incorporated herein by reference and can be obtained from the Contract Manager.

43. Property

- a. The word "property" as used in this Section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one (1) year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property for which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this Section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
- b. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this Contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Agency shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under the Provider control, the Agency shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
- c. If any property is purchased by the Provider with funds provided by this Contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Agency along with the expenditure report for the period in which it was purchased. At least annually the Provider shall submit a complete inventory of all such property to the Agency whether new purchases have been made or not.
- d. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- e. The Contract Manager must provide disposition instructions to the Provider prior to the end of the Contract period. The Provider cannot dispose of any property that reverts to the Agency without the Contract Manager's prior approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- f. The Provider hereby agrees that all inventories required by this Contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Agency and shall be used in place of the original acquisition cost.
- g. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in the Agency

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upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is properly maintained and is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Agency the replacement cost of any property inventoried and not transferred to the Agency upon completion or termination of this Contract. When property transfers from the Provider to the Agency, the Provider shall be responsible for paying for the title transfer.

- h. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- i. The Provider hereby agrees to indemnify the Agency against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- j. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

44. Disclosure of Protected Health Information Health Insurance Portability and Accountability Act (HIPAA)

If required by 45 CFR Parts 160, 162, or 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

- a. The Provider hereby agrees not to use or disclose Protected Health Information (PHI) except as permitted or required by this Contract, state or federal law.
- b. The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as permitted for by this Contract or applicable law.
- c. The Provider agrees to report to the Agency any use or disclosure of the information not permitted by this Contract or applicable law.
- d. The Provider hereby assures the Agency that if any PHI received from the Agency, or received by the Provider on the Agency's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this Contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
- e. The Provider agrees to make PHI available in accordance with 45 CFR 164.524.
- f. The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- g. The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
- h. The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Agency or created or received by the Provider on behalf of the Agency, available for purposes of determining the Provider's compliance with these assurances.
- i. The Provider agrees that at the termination of this Contract, if feasible and where not inconsistent with other provisions of this Contract concerning record retention, it will return or destroy all PHI received from the Agency or received by the Provider on behalf of the Agency, that the Provider still maintains regardless of form. If not feasible, the protections of this Contract are hereby extended to that PHI, which may then be used only for such purposes as make the return or destruction infeasible.
- j. A violation or breach of any of these assurances shall constitute a material breach of this Contract.

45. Verification of Employment Status (E-Verify)

Pursuant to State of Florida Executive Order Number 11-02 and 11-116, the Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Provider during the Contract term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

46. MyFloridaMarketPlace Registration

To comply with Rule 60A-1.030, F.A.C., each Provider doing business with the State 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 Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com).

47. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), F.S., all payments shall be assessed a transaction fee of one percent (1.0%), which the Provider shall pay to the State unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Provider 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 of 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. A Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider'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 Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. **PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED**

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FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

48. Scrutinized Companies

If this Contract is valued at \$1,000,000 (total Contract value) or more, awarded, extended, or renewed on or after July 1, 2011, the Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, F.S. Pursuant to section 287.135(5), F.S., the Agency may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification or the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

49. Transportation Disadvantaged

The Provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract would be used to transport clients.

50. Official Payee and Representatives (Names, Addresses, Telephone Numbers, E-mail addresses):

- a. The 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:

Name _____
Address _____
City, State, Zip _____
Phone & Extension _____
Email _____

- c. The name, mailing address, telephone number, and e-mail address of the Contract Manager for the Agency for this Contract is:

Name _____
Address _____
City, State, Zip _____
Phone & Extension _____
Email _____

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

Name _____
Address _____
City, State, Zip _____
Phone & Extension _____
Email _____

- d. The name, mailing address, telephone number, and e-mail address of the representative of the Provider responsible for administration of the program under this Contract is:

Name _____
Address _____
City, State, Zip _____
Phone & Extension _____
Email _____

Upon change of representative information (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

51. All Terms and Conditions Included

This Contract and its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Attachment I and other attachments, if any;
- b. Any documents incorporated into any attachment by reference;
- c. The Standard Contract; and
- d. Any documents incorporated in the Standard Contract by reference.

By signing this Contract, the parties acknowledge that they have read and agree to the entire Contract, as described in Section 51 above.

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

PROVIDER

FLORIDA AGENCY FOR PERSONS WITH DISABILITIES

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

FEDERAL EID # (or SSN, if applicable): _____

Provider Fiscal Year Ending Date: ____/____

APPENDIX II
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ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and can be obtained from the contract manager.

b. Program and Service Specific Terms

- 1) **Client** – Adults with developmental disabilities who reside at Tacachale.
- 2) **Contract Manager** – The Agency employee, designated by the contract signer, to enforce performance of the contract terms and conditions and serve as liaison with the contractor.
- 3) **Home Manager** - The Agency employee responsible for day-to-day operations of residential homes at Tacachale.
- 4) **Housekeeper**- The Provider employee who provides all housekeeping and janitorial services outlined in this contract.
- 5) **Physical Plant Division Director** - The Agency employee in charge of all maintenance, construction and housekeeping services at Tacachale.
- 6) **Non-residential Areas** - Any location on the Tacachale campus other than client residential homes, including but not limited to worksites (where clients work), the cafeteria, health services departments, etc.
- 7) **Residential Homes** - Homes where clients reside.
- 8) **Superintendent** – Center Administrator of Tacachale.
- 9) **Supervisor** - The Provider employee who provides supervision to housekeeping staff.
- 10) **Tacachale** – A state operated residential facility for adults with developmental disabilities, including civil and forensic populations.

2. General Description

a. General Statement

The Provider shall in a satisfactory manner, as determined by the Superintendent (or designee), provide housekeeping/janitorial services.

b. Authority

The Agency is authorized to enter into this contract under the authority found in § 20.197 and Chapter 393, F.S.

c. Scope of Service

- 1) The Provider is responsible for the administration and provision of services required to effectively deliver all housekeeping and janitorial services.
- 2) These services shall be provided according to the needs determined by the Physical Plant Division Director or designee.
- 3) These services are expected to be in effect for the dates as stated in Section 3 of the Standard Contract.

d. Major Program Goals

The goal of this contract is to provide the clients of Tacachale with a sanitary and safe living environment.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

- 1) Housekeepers shall perform housekeeping and janitorial tasks in the form of cleaning, organizing and sanitizing to residential and non-residential areas. Tasks include but are not limited to the following:
 - a) All surfaces in all areas shall be sanitized to ensure infection control standards are maintained;
 - b) All floors shall be swept, mopped or vacuumed;
 - c) All waste receptacles shall be emptied and liners replaced, including biohazard red bags;
 - d) Refill/replace all dispensers;
 - e) Record sanitizing data;
 - f) All beds are made, clean and with spreads;
 - g) Stock linen room with appropriate amount of linens, towels, bedding, etc.;
 - h) All drawers are clean and neat;
 - i) Generally straighten all book shelves, closets, etc.;
 - j) Clean and polish all furniture;
 - k) Wash, fold and put away linens, clothing, etc.;

- l) Clean outside areas (no trash);
 - m) General dusting (should include, but not be limited to, vents, window blinds, ceiling fans, sprinkler heads, doorframes);
 - n) Clean and organize janitor closets, hang up wet mops, cover dust mops;
 - o) Ensure spray bottles are properly labeled;
 - p) Ensure toxic items are in locked cabinets;
 - q) Setup tables for client meals (handling food is not included);
 - r) Wash, rinse, sanitize and stack all dishes after meals;
 - s) Place warning signs around wet floors;
 - t) Ensure all pathways are free of clutter;
 - u) Ensure all entrance mat/rug edges lie flat to the floor;
 - v) Windows are to be cleaned inside and out; and
 - w) Sweep all porches.
- 2) Housekeeping services shall be performed at least daily in the residential areas unless otherwise directed by the Home Manager in consultation with the Physical Plant Division Director or Designee.
 - 3) Janitorial services shall be performed in the non-residential areas as designated by the Physical Plant Division Director or designee. The duties at these locations shall be assigned by the Provider Supervisor.
 - 4) The Provider shall respond to housekeeping emergencies within thirty (30) minutes. A housekeeping emergency consists of any condition that exists that would cause an infection control issue or cause bodily harm.

b. Task Limits

The Provider is limited to receiving payment for the tasks specified and performed including related tasks designated by the Physical Plant Division Director or designee.

2. Staffing Requirements

a. Staffing Levels

- 1) The Provider shall provide sufficient staff to meet all contractual obligations.
- 2) In the event the Agency determines that the Providers' staffing levels are not adequate to successfully accomplish contract deliverables, the Agency will advise the Provider in writing and the Provider shall have thirty (30) days to remedy the identified staffing deficiencies.

b. Professional Qualifications

Prior to starting employment, Housekeepers and the Supervisors must complete and pass all Employment Screening Requirements as stated in Exhibit A, Tacachale Employment Screening Requirements

c. Staffing Changes

- 1) Staff terminations and hires shall be reported to the Physical Plant Division Director, or designee and Agency background screening personnel, in writing within twenty-four (24) hours.
- 2) The Agency may refuse access to, or require replacement of, any Provider staff for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, unprofessional conduct, or non-compliance with the Agency's security or other requirements. Such action shall not relieve the Provider of its obligation to perform all work in compliance with the Contract. The Agency may reject and bar from the facility for cause any of the Provider's staff, partners, joint ventures, associates or agents.

d. Subcontractors

This contract does not allow the Provider to subcontract for the provision of any services under this contract.

3. Service Location and Delivery

a. Service Delivery Location

All contracted employees shall work on-site at Tacachale, located at 1621 NE Waldo Road, Gainesville, Florida.

b. Service Times

Services shall be provided during various shifts scheduled as agreed upon by the Home Manager or Supervisor, and approved by the Physical Plant Division Director or designee. Services shall be provided between the hours of 6:00 a.m. and 6:00 p.m., seven (7) days a week, 365 days per year,. The number of hours per home/area shall be determined by the Home Manager or Supervisor, and approved by the Physical Plant Division Director or designee. Any deviation from these service times must have the prior approval of the Physical Plant Division Director or designee.

c. Changes in Location

The Provider will notify the Contract Manager in writing a minimum of seven (7) business days prior to making changes in business location that will affect the Agency's ability to contact the Provider by phone, email or facsimile transmission.

d. Equipment

Tacachale shall make available appropriate equipment and supplies as necessary for the duties of housekeeping and janitorial services. Cleaning supplies to be used

will be determined by the Physical Plant Division Director or designee. No cleaning supplies may be brought in from outside the facility.

4. Deliverables

a. Service Units

This is a fixed price/unit cost contract. One hour is a unit of service. If a unit of service requires more or less than an entire sixty (60) minute hour, it shall be broken down into twenty-five percent (25%) increments based on fifteen (15) minutes of service calculated by rounding seven (7) minutes down and eight (8) minutes up.

b. Records and Documentation

- 1) The Provider shall maintain individual weekly timesheets, as found in Exhibit C, for each Provider's employee; each timesheet must be signed by the Provider's employee and an Agency employee. This timesheet must be approved by the Physical Plant Division Director or designee and the Contract Manager at the time of submission to the Agency.
- 2) The Provider shall maintain a staff list to include the staff's name, assigned location(s), and normal hours of work.

c. Reports

- 1) The deliverables listed below in the Periodic Reporting Table shall be received by the Agency on or before the dates listed below in order to execute a timely payment of this contract. Should the dates below fall on an established State holiday or weekend, such report will be due the next business workday.

Should a natural disaster occur, such reports shall be due when administrative services are restored.

Other than described above, submission of deliverables after the dates listed below must be requested in writing with prior written approval of the Contract Manager.

2) Periodic Reporting Table

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	APD Office Address(es) to Receive Report
Invoice	Monthly	15 days following each month's end	1	Contract Manager
Staff List	Monthly	15 days following each month's end	2	Contract Manager & Physical Plant Division Director
Weekly Timesheets	Monthly	Submitted with monthly invoice	1	Contract Manager
Record of Attendance	Monthly	Submitted with monthly invoice	1	Contract Manager

- 3) Where this contract requires the generation and delivery of reports to the Agency, mere receipt by the Agency shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the Agency that acceptance of required reports constitute a separate act. The Agency reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract. The Agency, at its option, may allow additional time within which the Provider may remedy the objections noted by the Agency or the Agency may, after having given the Provider a reasonable opportunity to complete, make adequate or acceptable, and declare this contract to be in default.

5. Performance Specifications

a. Performance Measures

100% of tasks reviewed and inspected, using Exhibit B, Housekeeping and Janitorial Services Checklist, shall meet satisfactory compliance within two (2) working days following formal inspection.

b. Description of Performance Measurement

- 1) Housekeeping and Janitorial inspections will be conducted by the Home Manager, to monitor and evaluate the housekeeping and janitorial tasks provided under this contract. The Housekeeping and Janitorial Services inspection Checklist, as found in Exhibit B, will be used monthly, at minimum, and more frequently as deemed required. A follow-up housekeeping and janitorial inspection on any areas which do not meet standards will be conducted by the designated Home Manager within two (2) working days following the formal inspection. Copies of all inspections will be maintained in the Contract File.
- 2) Any reviewed task area on Exhibit B, not meeting reasonable person standards for cleanliness at the time of inspection shall constitute an unsatisfactory or failed inspection requiring immediate corrective action.

c. Performance Evaluation Methodology

The Agency will measure compliance with the performance measure in Section B.5.a., above by dividing the total number of tasks reviewed using the Housekeeping and Janitorial Services Checklist that meet standards within two (2) working days following formal inspection, by the total number of tasks reviewed.

d. Performance Compliance

- 1) By execution of this contract, the Provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth herein and Provider shall be bound by the conditions set forth herein.
- 2) If the Provider fails to meet these standards, the Agency, at its exclusive option, may allow up to six (6) months for the Provider to achieve compliance with the standards.
- 3) As part of the process of achieving compliance, the Agency may request a corrective action plan in accordance with Section 8 of the Standard Contract.
- 4) If the Agency affords the Provider an opportunity to achieve compliance pursuant

to subsection 3) above, and the Provider fails to achieve compliance within the specified time frame, the Agency must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Agency.

6. Provider Responsibilities

a. Provider Unique Activities

- 1) The Agency and the Provider, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- 2) The Provider shall incur all costs associated with background screenings required by Exhibit A, and shall arrange this process directly with the Agency Background Screening personnel.
- 3) Prior to billing any month of services, the Provider shall request in writing, from the Contract Manager or designee, the number of background screenings provided by the Agency for the Provider during the billing period. The cost of such background screenings shall be deducted from the invoice.
- 4) Clients' privacy shall be respected at all times while performing housekeeping tasks in the residential areas.
- 5) The Provider may choose to provide a golf cart for the Provider's employees use.

7. Agency Responsibilities

a. Agency Obligations

The Agency agrees to provide appropriate supplies and equipment required for the housekeeping and janitorial services.

b. Agency Determinations

- 1) The Agency reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the Agency either directly or through any one of its providers.
- 2) The Agency has exclusive authority to determine the availability of funds, authorize and issue payment for services billed under this contract, and to determine the satisfactory performance of the Provider in carrying out tasks and completing deliverables specified in this contract through the review or inspection of reports and deliverables submitted by the Provider and through Agency monitoring.
- 3) Final authority in all disputes related to this contract rests solely with the Agency. The Agency agrees to make reasonable efforts to consult with the Provider and amicably resolve all disputes prior to such final determination.
- 4) The absence of the Agency's setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

c. Monitoring Requirements

The Provider shall be monitored in accordance with existing Department of Children and Families Operating Procedure, CFOP 75-8, which is incorporated herein by reference and can be obtained from the Contract Manager.

C. METHOD OF PAYMENT

1. Payment Clause

This is a multiple year contract. The Agency shall pay the Provider, upon satisfactory completion of all terms and conditions specified in this contract for a total dollar amount not to exceed the amount specified in Section 5 of the Standard Contract, 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.

Service Units (1 hour increments)	Unit Rate	Number of Units Annually	Total Number of Units
Housekeeper	TBD	72,500	217,500
Housekeeping Supervisor	TBD	3,120	9,360

2. Invoice Requirement

The Provider shall request payment on a monthly basis through submission of a properly completed invoice, to include the provider's name, vendor ID (Federal Tax ID) number, the number of units, price per unit, invoice total, the date on which the deliverable was submitted to the Agency, and dates of services the deliverable covered. The invoice shall include a Record of Attendance, as found in Exhibit D, detailing hours of service and weekly timesheets, as detailed in Exhibit C, for each Provider's employee. The invoice shall be submitted on company letterhead and contain a signature from an appropriate officer of the company attesting to the accuracy and completeness of the invoice within fifteen (15) calendar days following the end of the month for which payment is being requested.

D. SPECIAL PROVISIONS

Damage to Property: The Provider shall incur all costs to repair or replace property damaged by Provider or its employees, to the satisfaction of the Agency and at no charge to it, within thirty (30) days.

E. Exhibits

Exhibit A: Employment Screening Requirements

Exhibit B: Housekeeping/Janitorial Inspection Checklist

Exhibit C: Weekly Timesheet

Exhibit D: Record of Attendance (a cumulative spreadsheet detailing hours of service for all hours provided monthly.)

Exhibit A

EMPLOYMENT SCREENING REQUIREMENTS

Provider Responsibilities

- 1) Local Law Enforcement Screening: Applicants will need to have a Local Law Enforcement Screening from their county of residence. Local law enforcement screenings must have social security number, date of birth, race, sex and any other names the applicants have used in the past.
- 2) Juvenile Records Check: Applicants under 25 years of age, a Juvenile Records check from the Clerk of Court will need to be obtained.
- 3) Affidavit of Good Moral Character: Applicants must sign the Affidavit of Good Moral Character, which must be notarized. Attach a copy of their driver's license or photo ID to the Affidavit.
- 4) Level II Background Screening: Contact Annette Bridwell, APD Human Resource contact person at (352) 955-5805, with a list of who we need to screen and arrange for fingerprints. Copies of the Local Law Enforcement Screening and Juvenile Records Check, if applicable shall be provided in advance of the Level II Background Screening to Human Resources to review.

APD Human Resource Responsibilities

- 1) Conduct screening to determine if applicants have ever worked at Tacachale and rehire status.
- 2) Department of Motor Vehicle (DMV) shall check to determine if applicant is okay to drive on Tacachale campus.
- 3) Conduct Level II Background Screening if after a review of the Local Law Enforcement Screening and Juvenile Records Check determine the applicant is eligible for employment.
- 4) Provide notification to Provider of potential employee on results of the Level II Background Screening.

Additional Information

- 1) Applicant must bring identification to be fingerprinted.
- 2) Fingerprinting results usually take about twenty-four (24) hours to process.

MEDICAL SCREENING REQUIREMENTS

Provider Responsibilities

- 1) Applicants must agree and submit to a tuberculin skin test. Applicants will to return to the Tacachale Health Clinic after three (3) days to have the results read.

APD Responsibilities

- 1) Administer and read the tuberculin skin test, results will be documented and records will be maintained for each employee.

Exhibit B
Housekeeping and Janitorial Inspection Checklist

Date of Inspection: _____

Building: _____

Inspection to be conducted monthly for all residential/non-residential areas served by contracted service. For items not applicable to the area please mark N/A.

	Tasks Performed	Satisfactory	Unsatisfactory	N/A
1	Kitchen/appliances are clean.			
2	Dishes are washed, rinsed, sanitized and stacked.			
3	Floors are swept and mopped.			
4	Carpet and rugs are vacuumed.			
5	Dispensers are refilled/replaced.			
6	Sanitizing data is recorded.			
7	Waste receptacles are emptied and liners are replaced.			
8	Biohazard red bags are placed in biohazard room.			
9	Dining room is clean (walls, tables, chairs).			
10	Bathroom equipment, cabinets, sinks, toilets, showers, bathtubs, floors and walls clean and intact.			
11	All beds are made, clean and have spreads.			
12	Linen room is stocked with appropriate amount of items.			
13	All drawers are clean and neat.			
14	Storage room is neat and clean.			
15	Generally straighten all book shelves, closets, etc.			
16	Furniture is clean and polished			
17	Linens, clothing is washed, folded and put away.			
18	Laundry room is clean, behind washer/dryer, lint filter emptied, and floor mopped.			
19	Leisure time activity materials/positioning equipment clean and intact.			
20	Outside area is clean (no trash).			
21	General dusting; surfaces, sprinkler heads, etc.			
22	Vents, window blinds, ceiling fans doorframes, etc., are clean.			
23	Janitor closets are clean and organized, wet mops are hung up, and dust mops covered.			

Exhibit C
Housekeepers/Janitors Weekly Timesheet

Employee Name: _____

Date	Home	In	Out	In	Out	Total Hours

Weekly Total: _____

Employee Signature: _____

Home Manager: _____

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Exhibit D
Record of Attendance

Month - Year

[illegible]

APPENDIX III
ITB #APD/TAC 11-008

FINANCIAL COMPLIANCE AND AUDIT ATTACHMENT

The administration of resources awarded by the Agency for Persons with Disabilities to the Provider may be subject to audits and/or monitoring by the Agency as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised, the Agency for Persons with Disabilities (APD) or the Department of Children and Families (DCF) may monitor or conduct oversight reviews to evaluate compliance with the contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by APD and/or DCF staff, limited scope audits as defined by OMB Circular A-133, as revised or other procedures. By entering into this contract, the Provider agrees to comply and cooperate with any monitoring procedures deemed appropriate by APD and/or DCF. In the event that APD and/or DCF determine that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by APD and/or DCF regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the APD Inspector General, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$500,000 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from APD, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with APD in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due APD shall be fully disclosed in the audit report package with reference to the specific contract number.

2. If the Provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event the Provider expends less than \$500,000 in Federal awards during its fiscal year, the Provider agrees to provide certification to APD's Procurement Administration and its Contract Manager that a single audit was not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).
3. The OMB Circular A-133 and compliance supplement are available at the following address:
<http://www.whitehouse.gov/omb/circulars/>

PART II: STATE REQUIREMENTS

This part is applicable if the Provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event the Provider expends \$500,000 or more in state financial assistance during its fiscal year, the Provider must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from APD, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with APD in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due APD shall be fully disclosed in the audit report package with reference to the specific contract number.

2. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event the Provider expends less than \$500,000 in state financial assistance during its fiscal year, the Provider agrees to provide certification to APD's Procurement Administration and its Contract Manager that a single audit was not required. In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).
3. The State Projects Compliance Supplement is available at the following address:
<https://apps.fldfs.com/fsaa/compliance.aspx>

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to APD pursuant to this contract shall be submitted within 180 days after the end of the Provider's fiscal year or within 30 days of the Provider's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. The Contract Manager for this contract at the email address specified in the Standard Contract.
- B. The Agency for Persons with Disabilities Procurement Administration at the following email address: apd_fsaa@apd.state.fl.us.
- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted, when required by § __.320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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<http://harvester.census.gov/fac/collect/ddeindex.html> and other Federal agencies and pass-through entities in accordance with § __.320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Provider directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to Agencies for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Agency in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART V: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow APD or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to APD, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by APD.

PART VI: EXHIBITS

Exhibit A: Post Award Notice
Exhibit B: Provider Determination

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EXHIBIT A
POST AWARD NOTICE
Provider: _____
Contract: _____

**1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT
CONSIST OF THE FOLLOWING:**

Federal Program 1: _____
CFDA#: _____
Title: _____
Amount: \$_____

Federal Program 2: _____
CFDA#: _____
Title: _____
Amount: \$_____

TOTAL FEDERAL AWARDS \$_____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT
TO THIS CONTRACT CAN BE FOUND IN OMB CIRCULAR A-133, APPENDIX B: COMPLIANCE
SUPPLEMENT AT: <http://www.whitehouse.gov/omb/circulars>

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT
CONSIST OF THE FOLLOWING:**

Matching resources for federal program(s): _____
CFDA#: _____
Title: _____
Amount: \$_____

State financial assistance subject to Sec. 215.97, Florida Statutes:

CSFA#: _____
Title: _____
Amount: \$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA
STATUTES \$_____

**State funds reported above may include Maintenance of Effort (MOE) funding. This occurs when a
CFDA number is associated with State funds used to meet Federal maintenance of effort
requirements**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS CONTRACT CAN BE FOUND IN PART FOUR: STATE PROJECT COMPLIANCE REQUIREMENTS
OF THE FLORIDA SINGLE AUDIT ACT AT: <https://apps.fldfs.com/fsaa/compliance.aspx>**

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EXHIBIT B
PROVIDER DETERMINATION

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Florida Statutes. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Attachment are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Florida Statutes. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, Provider has been determined to be:

- _____ Vendor not subject to OMB Circular A-133 and/or Section 215.97, Florida Statutes
- _____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, Florida Statutes
- _____ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, Florida Statutes. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document

NOTE: If a Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by APD to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and §___.400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state MOE funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

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2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Florida Statutes
Chapter 69I-5, Florida Administrative Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

APPENDIX IV
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VENDOR STATEMENT OR CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS INVITATION TO BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING FORMS 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).

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 bid 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 Agency of Persons with Disabilities. I certify I have full authority to legally bind the Respondent to the provisions of this bid.

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 bid. 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 PUR forms 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.

(SIGN AND RETURN THIS APPENDIX)

APPENDIX V
ITB #APD/TAC 11-008

VENDOR CONTACT INFORMATION

Designate one person authorized to conduct Contract Administration.

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

(RETURN THIS APPENDIX)

APPENDIX VI
ITB #APD/TAC 11-008

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

Does the vendor responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

_____ YES

_____ NO

Print Name of Authorized Official

Name of Firm

Signature of Authorized Official

Date

(SIGN AND RETURN THIS APPENDIX)
APPENDIX VII
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PRICE SHEET

HOUSEKEEPING AND JANITORIAL SERVICE

Please bid the total cost per hour for furnishing the following service personnel. The total dollar amount for each year will be based on the rate included. Each subsequent year must not exceed 5% and is based on the availability of funds.

YEAR ONE

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

YEAR TWO

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

YEAR THREE

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

OPTIONAL (Renewal Period One)

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

OPTIONAL (Renewal Period Two)

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

OPTIONAL (Renewal Period Three)

1. HOUSEKEEPER	Hourly Rate	Total Cost
Number of Hours = 72,500 Hours	\$ _____	\$ _____
2. SUPERVISOR		
Number of Hours = 3,120 Hours	\$ _____	\$ _____
Grand Total	\$ _____	

NAME OF COMPANY

COMPANY REPRESENTATIVE (Print Name)

COMPANY REPRESENTATIVE (Signature)

DATE

(SIGN AND RETURN THIS APPENDIX)

**APPENDIX VIII
ITB #APD/TAC 11-008**

LIST OF REFERENCES

Reference Number One

Name of Company _____

Name of Contact Person and Title _____

Telephone Number/Fax Number _____

Email Address _____

Reference Number Two

Name of Company _____

Name of Contact Person and Title _____

Telephone Number/Fax Number _____

Email Address _____

Reference Number Three

Name of Company _____

Name of Contact Person and Title _____

Telephone Number/Fax Number _____

Email Address _____

(RETURN THIS APPENDIX)

**APPENDIX IX
ITB #APD/TAC 11-008**

BID TABULATION SHEET

BID/PROPOSAL/NEGOTIATION TABULATION TITLE: _____ _____ NUMBER: _____ OPENING DATE: _____ TIME: _____ POSTING TIME/DATE: _____ FROM: _____ / _____ UNTIL: _____ / _____ PAGE: _____ OF _____ PAGE(S)	FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS/NEGOTIATIONS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS/NEGOTIATORS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. <u>NOTICE OF BIDS/PROPOSALS/NEGOTIATIONS PROTEST BONDING REQUIREMENT-</u> ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. <u>FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.</u>
--	---

BIDDERS								

OPENED BY: _____ **TABULATED BY:** _____ **VERIFIED BY:** _____
REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S).