

Title Page

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF LABORATORIES
DOH10-028
INVITATION TO BID
FOR
HIV-1 GENOTYPING DRUG RESISTANCE TESTING**

Vendor Name_____

Vendor Mailing Address_____

City-State-Zip_____

Telephone Number_____

Email Address_____

Federal Employer Identification Number (FEID)_____

Authorized Signature (Manual)_____

Authorized Signature (Typed) and Title_____

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**DOH10-028
TIMELINE**

EVENT	DUE DATE	LOCATION
ITB Advertised Released	September 22, 2010	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing	October 5, 2010 by COB 5PM EST	Submit to: Florida Department of Health Purchasing – Jessalyn Covell, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1190 E-mail: jessalyn_covell@doh.state.fl.us
Answers to Questions	October 7, 2010	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Submissions	October 15, 2010 by COB 5PM EST	Submit to: Florida Department of Health Attn: Berry Bennett Jacksonville - Bureau of Laboratories 1217 N. Pearl St, Jacksonville FL 32202
Sealed Bids Due and Opened	November 5, 2010 at 2:30PM EST	Florida Department of Health Purchasing – Jessalyn Covell, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	November 9, 2010	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)

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

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

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health.

<http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Bid is to obtain competitive pricing for FDA licensed HIV-1 Genotyping kits and instrumentation for the Florida Bureau of Laboratories located in Jacksonville FL.

3.2 Term

It is anticipated that the contract resulting from this Invitation to Bid (ITB) will be for a one (1) year period from the purchase order issue date. The estimated budget for this ITB is \$145,000.00 annually.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Specifications

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

4.2 Delivery

Items will be delivered on an as needed basis to the following location: Jacksonville Laboratory, 1217 N. Pearl St, Jacksonville FL 32202. All shipping, handling and inside delivery costs must be FOB destination and included in the unit cost.

4.3 Mandatory Submissions

Each bidder must submit reagent/kits, "assay-specific" instrumentation and consumables to the Florida Bureau of Laboratories, at no charge, to perform the "in house" evaluation of the product. The submitted reagent/kit needs to test approximately 40 prospective specimens, "in-house pedigree" submissions and commercial performance panels. Submissions must be received prior to 5:00pm EST on October 15, 2010 or before to the Florida Bureau of Laboratories (FBOL), Jacksonville, FL. All submissions will be logged in at FBOL and verified by the Department of Health's Purchasing Office prior to the bid opening. Bids will be considered non-responsive if submissions are not received prior to 5:00pm EST on October 15, 2010 or if the assay does not pass the Department's evaluation. **Exception**, if the FBOL has evaluated the assay and it has NOT undergone any recent revisions, another evaluation is not necessary and they are eligible to bid.

4.4 Training

The bidder(s) must supply training for the initial startup and any upgrades during the term of the contract. The cost of the training(s) must be included in the total annual cost.

4.5 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- Mandatory Submissions
- **Attachment I** – Price Page
- **Attachment III** - Required Certifications

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

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

5.1 Instructions for Bid Submittal

Electronic submission of bids is not required and will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3.***

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

5.2 Public Records and Trade Secrets

Article I, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any vendor claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information "**CONFIDENTIAL**" and provide the specific statutory citation for such exemption. Failure to comply with this section will result in the complete disclosure of all submitted materials not in compliance with this section.

The Department of Health will not defend the Vendor's claim of public record exemption, but will notify the Vendor of receipt of a public records request so that the Vendor may defend its claim in court.

5.3 Bidder Inquiries

This Invitation to Bid Special Instructions takes precedence over General Instruction #5 of PUR1000 of this solicitation.

Questions related to this ITB must be received in writing by the contact person listed below by the time indicated in the Timeline. The questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the location indicated in the Timeline. During an active competitive solicitation, communications are restricted to those submitted in writing during the period identified in the ITB's Timeline. Inquiries submitted after the period specified in the Timeline will not be addressed. Answers to questions submitted in accordance with the Timeline will be posted on the MyFlorida.com Vendor Bid System web site, http://vbs.dms.state.fl.us/vbs/main_menu.

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

Florida Department of Health
Attention: Jessalyn Covell, Suite 310
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1190
Email: jessalyn_covell@doh.state.fl.us

5.4 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.5 Price Page

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

SECTION 6.0 SPECIAL CONDITIONS

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

6.1 Additional Quantities

This Invitation to Bid Special Condition takes precedence over General Conditions #5 in PUR1000 of this solicitation.

The Department reserves the right to purchase additional quantities of the items requested in this ITB for twelve (12) months from date of award on an as needed basis up to the amount shown on the bid but not to exceed the threshold for Category Two at the prices bid in this solicitation.

6.2 Renewal

This Invitation to Bid Special Condition takes precedence over General Conditions #27 in PUR1000 of this solicitation.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period of three (3) one (1) year renewal periods. Pricing for each potential renewal year for the current estimated quantities is required and will be evaluated. Vendors must complete and submit the renewal pricing section of the price page, see **Attachment II**, Price Page. The renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. The renewal shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The renewal may not include any compensation for costs associated with the renewal.

6.3 Cost of Bid Preparation

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

6.4 Vendor Registration

Each vendor 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 subsection 60A-1.032, F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Information about the registration is available, and registration may be completed, at

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking Internet access may request assistance from the MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399. For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM - 5:30 PM Eastern Time) to register.

6.5 Verbal Instructions Procedure

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

6.6 Addenda

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

6.7 Unauthorized Aliens

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

6.8 Certificate of Authority

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

6.9 Minority and Service-Disabled Veteran Business - Participation

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

6.10 Bid Evaluation

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

6.11 Basis of Award

A single award will be made to the responsive, responsible bidder offering the lowest grand total for all terms based on the estimated testing volume of 450 patient tests per year. The reagent kit cost must include costs associated with the FDA licensed kit, instrumentation, software, preventive maintenance, service as needed, placement, training and reagent shipping costs as outlined by the bid specifications. ALSO, please include a line list of ancillary consumable supplies and the costs based on the estimated patient tests per year.

6.12 Identical Tie Bids

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

6.13 Subcontractor

The successful bidder may, only with prior written approval of the department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements

known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the bidder enters into with respect to performance under the contract shall in any way relieve the bidder of any responsibility for performance of its contract responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

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

6.14 Conflict of Interest

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

6.15 Standard Contract/Purchase Order

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

6.16 Termination

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

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

**ATTACHMENT I
SPECIFICATIONS
HIV-1 Genotyping (Drug Resistance Testing)**

The purpose of this solicitation is to obtain competitive pricing for FDA licensed HIV-1 Genotyping kits and instrumentation for the Florida Bureau of Laboratories (FBOL) in Jacksonville, Florida. The Retrovirology Unit will be the designated unit of the laboratory to evaluate proposed reagents/kits and instrumentation as well as the final end user of the product. The process is intended to identify a methodology that meets or exceeds the current level of service provided to the Florida clients we serve. We consider several factors in this level of service, such as; assay performance, automation, data management and budgetary responsibility. HIV-1 genotyping has become a standard of care for those individuals who are infected with HIV. Genotyping is a rule-based method to determine HIV mutations and associated antiretroviral drug resistance patterns using RNA/DNA hybrid amplification/sequencing technology. Literature supports this methodology as cost effective in initiating therapy on drug naïve patients as well as monitoring HAART therapy on patients with established and/or failing drug regimens. Currently the FBOL Retrovirology Unit performs approximately 400-500 HIV-1 Genotypes per year.

Vendor will submit reagent/kits, “assay-specific” instrumentation and consumables to the FBOL, at no charge and to perform the “in-house” evaluation of the product. We estimate reagent/kit needs to test approximately 40 prospective specimens, “in-house pedigree” samples and commercial performance panels. Evaluations will be conducted promptly to allow removal of loaner instrument. Documented approval or rejection of the assay, analyzer and data management system is based on the “in-house” evaluation conducted by Retrovirology and submitted to the FBOL Business Mgr. prior to opening of bids. Exception, if the FBOL has evaluated the assay and it has NOT undergone any recent revisions, another evaluation is not necessary and they are eligible to bid.

ITB selected vendor shall provide the following, through the cost per test or cost per kit, in a reagent rental contract; 1) all reagent components required by the FDA in the approval process as specified in the package insert, 2) automation required per the FDA approval process or validated by the manufacturer, 3) data management needs determined by the FDA and FBOL Retrovirology and 4) shipping charges. Vendor must perform any validation of the system upon installation and assist on validation of the assay for “in-house” use. The selected vendor must be able to install (if not already in place) all components listed above within 3 weeks of the acceptance of the proposal by the FBOL. Inventory of the selected HIV-1 Genotype kit must be adequate to avoid initial backorders to the Jacksonville Laboratory at the issuance of the Purchase Order.

Please include a list of ancillary consumable supplies (gels, gel cassettes, polymers, buffers, assay-specific disposable tips, capillaries, etc.) and costs based on 450 patient results per year plus a typical number of controls needed to produce these results. These consumable items do not have to be included in the cost per kit. However the total consumable yearly cost needs to be listed on the submitting Price Sheet.

Performance requirements:

The HIV Genotype kit is the basis of the reagent rental agreement. The kit must be FDA approved for clinical use or currently in review at the FDA for this purpose. The assay kit must include the major components such as positive and negative controls, RT-PCR reagents, and sequencing template. In addition, the following assay performance characteristics will be required;

A) The assay must be compatible with plasma from EDTA or EDTA PPT *in situ* collection tubes. The assay must be compatible with fresh and frozen plasma.

B) Targeted sequence segments must include **at least** codons 1-99 of the protease gene and codons 40-247 of the reverse transcriptase gene.

C) The assay must be able to detect HIV-1 Group M, subtype B viral resistance in samples with viral loads of **at least** 2,000 RNA copies/ml blood.

D. The assay must be compatible with manual and/or automated HIV-1 RNA extraction methods.

E) Assay workflow time from specimen preparation to data analysis and report generation must be within 36 hours.

F) A typical assay “run” must be able to include **at least** 4 patients per set of controls.

G) The Genotyping system must be compatible for future mutation additions associated with Integrase Inhibitors, this would include modifications of the proposed assay or a reflex assay with the same analyzer/sequencer. Please note, inclusion of Integrase Inhibitors is not required for this ITB.

Automation & Hardware requirements:

The reagent rental agreement must include equipment that is required to perform the proposed HIV genotype assay and meet the evaluation criteria. This includes:

A) Proprietary equipment/analyzer and sequencer

B) Assay-specific pipette (if required)

C) Medium to heavy duty printer (color if indicated by report format)

D) Computer used to operate assay-specific software applications

E) All cabling necessary for the normal operations and eventual networking to a LIMS.

F) UPS battery back-up for analyzers and sequencers

G) Automation hardware upgrades to be provided by the manufacturer when workflow warrants or per directives from the FDA or the manufacturer.

The required number of each of the above items is dependant on a required throughput of at least 37 patients per month. Service calls, parts and preventive maintenance (PMs) must also be included in the reagent rental agreement. Please provide recommended PM schedule. Please provide recommended daily, weekly and monthly maintenance requirements. These maintenance requirements should be reasonable with little or no impact on specimen throughput. Typical laboratory equipment such as centrifuges, thermocyclers, mixers, etc. are not expected to be included in the reagent rental agreement and will be the responsibility of the FBOL.

The vendor must provide within their proposal the following **technical support** for the above hardware, provided the hardware has been maintained with reasonable care:

A) On-site training of select FBOL technical staff, as needed, throughout the contract period, provided by vendor or representative.

B) Off-site training of select FBOL technical staff, if needed, at vendor’s discretion.

C) Technical Support - Telephone response within 8 hours

D) Technical Support – On-site response within 24 hours

E) If replacement equipment is required due to failure, it must be received within 48 hours.

Vendor will absorb costs of implementation and placement of equipment as well as replacements as needed providing equipment has been maintained with reasonable care.

Data Management & Software requirements

The reagent rental agreement must include software required to perform the proposed HIV genotype assay and meet the evaluation criteria. The software must be able to provide the following;

- A) A clinician-friendly HIV-1 drug resistance report, clearly designating susceptibility, partial resistance and resistance to each of the antiretrovirals of the NRTI, NNRTI and PIs.
- B) A detailed Mutation Report, listing known mutations, silent and polymorphisms.
- C) A user-friendly process to create FASTA files and the ability to electronically transmit FASTA data.
- D) Software upgrades are expected at least yearly to meet current resistance report guidelines published by DHHS and/or IAS-USA and approved per FDA.

The reagent rental agreement must include vendor supplied **technical support** between the hours of 7am and 6 pm EST, Monday through Saturday, excluding major holidays. Technical response via returned phone call or fax must be within 4 hours, on-site response must be within 24 hours for those problems that cannot be resolved via phone. If replacement software is required due to failure, it must be received within 24 hours. Costs for these services must be encumbered through the reagent rental agreement.

The Bureau of HIV/AIDS has requested that the successful vendor of this ITB be able to provide physicians some form of assistance, if needed, in report clarifications. Please provide a toll free help-line number or numbers for consulting physicians, if available.

ATTACHMENT II PRICE PAGE

A single award will be made to the responsive, responsible bidder offering the lowest grand total for all terms based on the estimated testing volume of 450 patient tests per year. The reagent kit cost must include costs associated with the FDA licensed kit, instrumentation, software, preventive maintenance, service as needed, placement, training and reagent shipping costs as outlined by the bid specifications. ALSO, please include a line list of ancillary consumable supplies and the costs based on the estimated patient tests per year.

INITIAL YEAR			
Item Description	Unit Price	Quantity needed (per year)	Total annual cost
Assay kit	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
INITIAL YEAR TOTAL ANNUAL COST:			\$ _____

YEAR 1 RENEWAL			
Item Description	Unit Price	Quantity needed (per year)	Total annual cost
Assay kit	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
YEAR 1 RENEWAL TOTAL ANNUAL COST:			\$ _____

YEAR 2 RENEWAL			
Item Description	Unit Price	Quantity needed (per year)	Total annual cost
Assay kit	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
YEAR 2 RENEWAL TOTAL ANNUAL COST:			\$ _____

YEAR 3 RENEWAL			
Item Description	Unit Price	Quantity needed (per year)	Total annual cost
Assay kit	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
	\$ _____	X _____	= \$ _____
YEAR 3 RENEWAL TOTAL ANNUAL COST:			\$ _____

GRAND TOTAL ALL TERMS (Initial & Renewal): \$ _____

The estimated annual quantities in this Invitation to Bid are for a one-year period and to be used only in determining bid prices and not to be considered as definite quantities to be ordered by the Department. The ordered quantities may be lower or higher than those stated in this solicitation at no penalty to the Department.

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

AUTHORIZED REPRESENTATIVE: _____
(Signature)

NAME AND TITLE: _____
(Print or Type)

COMPANY: _____

EMAIL ADDRESS _____

FAX NUMBER: _____

**ATTACHMENT III
REQUIRED CERTIFICATIONS**

ACCEPTANCE OF TERMS AND CONDITIONS

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

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

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

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



ATTACHMENT IV

DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DEPARTMENT OF HEALTH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

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

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

NOTE: YOU MAY USE A SEPARATE SHEET

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

I. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

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

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

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

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the Department of Health. This purchase order does not constitute a waiver of sovereign immunity or consent by Department of Health or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department of Health property and nothing resulting from Vendor's services or provided by Department of Health to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of Department of Health. This paragraph does not apply to Department of Health purchase of a license for Vendor's intellectual property.
8. If this purchase order is for personal services by Vendor, at the discretion of Department of Health, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The Department of Health, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the Department of Health's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the Department of Health, at its sole discretion, may require the Vendor to furnish, without additional cost to Department of Health, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of Department of Health. Should the Department of Health determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract.

However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

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

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

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

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

ATTACHMENT VI

CFDA No. ____
CSFA No. ____

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☒ Client

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

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

C. To the Following Governing Law

1. State of Florida Law

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

2. Federal Law

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

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment ____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
- a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

F. Indemnification

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

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida

approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.

4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. **Procurement of Materials with Recycled Content**
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. **MyFloridaMarketPlace Vendor Registration**
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. **MyFloridaMarketPlace Transaction Fee**
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering repurchase costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

V. Electronic Fund Transfer

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

W. Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____