

TITLE PAGE

STATE of FLORIDA

DEPARTMENT OF HEALTH

Division of Emergency Medical Operations

DOH 10-016

Request for Proposal

For

Paramedic and EMT CBRNE and Pan Flu Training and Evaluation

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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TIME LINE

DOH10-016

EVENT	DUE DATE	LOCATION
RFP Advertised	September 15, 2010	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing.	September 22, 2010 Prior to 5:00 PM EST	Submit to: Florida Department of Health Purchasing – Ashley Bridges, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FI 32399-1749 Fax: (850) 412-1186 E-mail: Ashley_bridges@doh.state.fl.us
Answers to Questions	September 29, 2010	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	Must be received PRIOR to: 2:30 PM EST October 7 , 2010	Florida Department of Health Purchasing – Ashley Bridges, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FI 32399-1749
Anticipated Evaluation of Proposals	October 8, 2010	Individual Evaluation of proposals – Note: any Evaluation Team Meetings will be publicly noticed.
Anticipated Posting of Intent to Award	October 18, 2010	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 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 GENERAL TERMS AND 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 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Florida Department of Health (DOH), Division of Emergency Medical Operations (DEMO) is seeking a respondent to provide Paramedic and Emergency Medical Technician (EMT) Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) and Pan Flu Training and Evaluation to EMS personnel, that enables the EMS Personnel to earn CEU and CME credits. It is estimated that at least 50% of the EMS provider agencies' personnel in the state have not had the opportunity to receive CBRNE and Pan Flu training. If the training is not offered through this funding opportunity, those remaining agencies will not be prepared in the event of a biological or chemical disaster/event. Sustainment of training of EMS personnel is needed to increase the number of EMS personnel trained in each component of CBRNE until the majority have been trained statewide. The department is seeking a respondent who can organize the effort and begin implementation by December 1, 2010. The estimated budget for this solicitation is \$300,000.

3.2 Term

The initial term of the contract resulting from this solicitation shall be from date of execution to June 30, 2011, subject to the availability of funds.

3.3 Definitions

CBRNE – Chemical, Biological, Radiological, Nuclear, Explosive

CEU – Continuing Education Unit

EMS – Emergency Medical Services

EMS Personnel – Florida certified emergency medical technician and/or paramedic

EMS Provider Agency – Any basic life support, advanced life support, or air ambulance service licensed by the Florida Department of Health

HSEEP – Homeland Security Exercise and Evaluation Program

Pan Flu – Pandemic Influenza

RDSTF – Regional Domestic Security Task Force

Scenario - An imagined or projected sequence of events, especially any of several detailed plans or possibilities related to CBRNE and PanFlu Training.

SECTION 4 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

Over the course of the resulting contract, the successful respondent shall conduct a minimum of 100 training sessions to train and evaluate the effectiveness of paramedics and emergency medical technicians in treating victims of a biological or chemical terrorist attack and victims during a pandemic influenza. The sessions will be conducted statewide for EMS provider agencies that have not previously received the training in each of the seven Regional Domestic Security Task Force (RDSTF) regions. The RDSTF's include all 67 counties and are headquartered in Pensacola, Tallahassee, Jacksonville, Tampa, Orlando, Ft. Myers, and Miami.

4.2 Programmatic Authority

The successful respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to their funding, operations and governance, and their roles in their communities during emergency situations as indicated in Ch 252, F.S.

4.3 Major Program Goals

The major goal of this education program is to ensure that EMS personnel receive CBRNE and Pan Flu training so they are prepared in the event of a biological or chemical disaster/event. Sustainment of training of EMS personnel is needed to increase the number of EMS personnel trained in each component of CBRNE until the majority have been trained statewide.

4.4 Task List

The successful respondent shall perform the tasks listed below.

a. Training Related Tasks

1. Objective: To provide management and staff of EMS personnel with the concepts, tools, and practical exercise experience so they are prepared for a biological or chemical disaster/event.
2. Activities:
 - a. The provider shall train and evaluate the proficiency of EMS personnel using the chemical and biological hazard scenarios as identified by the department. One of the biological scenarios shall be pandemic influenza.
 - b. Ensure all emergency medical services personnel (EMS agencies, paramedics, EMTs) are knowledgeable about Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) detection systems; notification, verification, reporting systems, all discipline plans and protocols, and their respective roles and responsibilities in the system.
 - c. Ensure that EMS training aligns to national core competencies and training/exercise objectives outlined in HSEEP objectives (CBRNE) are required for credentialing and certification, that will also be eligible for Continuing Education credit as well as Continuing Medical Education credit, per Florida Administrative Code 64J-1.0202.

- d. Ensure EMS personnel know what to do and how to support medical surge in events which overwhelm the routine healthcare delivery system.
 - e. Ensure the EMS system is prepared to respond to all hazard events in coordination with state disaster plans.
 - f. The provider shall coordinate with the department's program manager to identify the EMS agencies to be offered the training and to develop a schedule of the EMS agencies to receive the training and evaluation.
 - g. The provider shall design the training and evaluation assuming that the EMS personnel receiving the training and evaluation are the first responder(s) to arrive on the scene.
 - h. The provider shall use adult and pediatric human patient simulators in all training scenarios.
 - i. The provider shall develop and use a standardized evaluation tool such as a skills verification checklist to evaluate each EMS agency trainee's performance for each scenario.
 - j. The provider shall provide continuing education units to personnel who successfully meet the evaluation criteria.
 - k. The provider shall evaluate personnel trained for level of skills retention.
 - l. The provider shall obtain a written course critique from each agency trainee team.
3. Deliverables:
- 1. CBRNE and Pan Flu training curriculum as outlined in the task list above.
 - 2. Monthly progress reports. Elements will include, but are not limited to:
 - a. Training Calendar for the fiscal period, including any changes made while in progress.
 - b. The identity and location of each EMS agency where training took place during the reporting period.
 - c. Trainee attendance and signature records for each training with the printed name and signature of each trainee and evaluator.
 - d. Identification of the biological and chemical scenarios that were the subject of training and evaluation.
 - e. The aggregate number of individuals trained per scenario during the reporting period.
 - f. A summary of trainee evaluations as measured against identified evaluation criteria.
 - g. A description of logistical difficulties encountered by the provider with recommended solutions. If none, please state.
 - h. A summary of the trainee course critiques.
 - i. Upon completion of all training sessions, the provider shall prepare and submit a final report that shall include the following:
 - 1. A graphic presentation of each of the seven RDSTF regions highlighting the total number of EMS personnel evaluated for each scenario and the percentage of those personnel meeting each of the established evaluation criteria.

2. A graphic presentation of aggregate statewide totals highlighting the total number of EMS personnel evaluated for each scenario and the percentage of those personnel meeting each of the established evaluation criteria.
3. Identification of areas of weak performance with recommendations for remedial training.
4. Recommendations for future training needs

4.5 Task Limits

The successful respondent shall not perform any tasks related to the project other than those described in Section 4.4 without the express written consent of the department.

4.6 Staffing Levels

Each respondent shall include their proposed staffing for technical, administrative, and clerical support. The successful respondent shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the successful respondent's staffing levels do not conform to those promised in the proposal, it shall advise the successful respondent in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful respondent shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter.

4.7 Professional Qualification

The successful respondent shall have experience and working knowledge of the following:

1. Conducting EMS pre hospital training and education;
2. Knowledge of the CBRNE curriculum objectives;
3. Knowledge and experience in the evaluation of psychomotor skills;
4. Ability to offer continuing education credits for emergency medical technicians and paramedics.

4.8 Staffing Changes

The successful respondent shall staff the project with key personnel identified in the respondent's proposal who are considered by the department to be essential to this project. Prior to diverting any of the proposed individuals the successful respondent shall notify and obtain written approval from the department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with department staff.

4.9 References

Vendors are required to submit with their bid, three (3) references that have been provided for services of a similar size and parameters of those requested in this solicitation. Vendors shall use **Attachment III**, Reference Form of this RFP to provide the required reference information. The Department will make only two attempts to contact each reference. The Department's reference determination is not subject to review or challenge. A reference listing the Department or Department employees as a named reference is prohibited.

4.10 Service Delivery Location

The successful respondent will provide the training at the locations approved in advance by the department. The locations include, but are not limited to, EMS provider agencies, county emergency management agencies, law enforcement facilities, and hospitals.

4.11 Service Times

The successful respondent will provide training services at times most optimal for the target population. If the tasks require additional time beyond normal working hours, the respondent will work the time needed to accomplish the mission.

4.12 Changes in Location

The successful respondent shall notify the department in writing a minimum of one week prior to making changes in location that will affect the department's ability to contact the successful respondent by telephone or facsimile.

4.13 Equipment

The successful respondent will be responsible for supplying, at its own expense, all equipment necessary to perform under the contract, including but not limited to training equipment, computers, telephones, copiers, fax machines, maintenance and office supplies.

Respondents must include any consideration for costs associated with the provision of equipment in the cost proposal in response to Section 4.4.

4.14 Service Units

A service unit is a training session, including exercises and/or scenarios to test end results (Pre-hospital, CBRNE and Pan Flu training).

4.15 Reports

Written reports will be required from the successful respondent, both periodically and ad hoc. Periodic reports will be pre-set for both format and content areas, and will specifically relate to training that the successful respondent provided (see Section 4.4, above). The successful respondent will, upon request of the department contract manager or project manager, produce ad hoc reports to meet unforeseen needs of the department.

Mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the parameters set forth in the resulting contract.

The department, at its option, may allow additional time where the successful Respondent may remedy the objections noted by the department. The department may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable, declare this contract to be in default.

4.16 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for

inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this RFP entitles the department to unilaterally cancel the contract agreement. The successful respondent will be required to promptly notify the department of any requests made for public records.

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

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

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

4.17 Outcomes and Outputs (Performance Measures)

Outcomes and outputs will be represented by the following:

- Minimum of 100 training sessions completed during the initial term.
- Total number of EMS personnel trained on CBRNE detection systems, notification, verification, and response procedures.
- One hundred percent of EMS personnel evaluated against each of the established evaluation criteria.
- Identification of areas of week performance based on scenario assessments.

The department’s Contract Manager or Project Manager and/or other department personnel may conduct programmatic monitoring of the Provider, including attendance at training(s).

4.18 Provider Unique Activities

The successful respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.4. By execution of the resulting contract, the successful respondent recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

4.19 Coordination with Other Entities

The respondent will work with pre hospital EMS providers, the Department of Health, the Bureau of Preparedness and Response, county emergency management and other preparedness partners. The support and assistance, or lack thereof, shall not relieve the successful respondent from full performance of contract requirements.

4.20 Department Obligations

The department may provide technical support and assistance to the successful respondent within the resources of the department to assist the successful respondent in meeting the required tasks in Section 4.4 Task List. The support and assistance, or lack thereof, shall not relieve the provider from full performance of contract requirements.

4.21 Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.22 Financial Specifications

Funding Source

This project is funded by the Hospital Preparedness Program grant received from the federal Department of Health and Human Services, Catalog of Federal Domestic Assistance program 93.889.

The contract resulting from this RFP will be a fixed price, fixed fee contract with a budget of up to \$ 300,000 for the initial term, subject to the availability of funds. Renewals are expected, subject to the availability of future funding.

Invoicing and Payment of Invoice

For the purpose of the contract, there shall be two elements that shall be the basis of payment:

- A. There shall be a flat fee for each training session that the successful respondent conducts.
- B. Progress Reports. See Section 4.4. There shall be progress reports that the successful respondent shall provide to the department. The progress reports will detail all of the information as required and outlined in Section 4.4, Task List. Payments will be made pursuant to a schedule that will be part of the contract.

The department will strive to review all deliverables within five working days of receipt. If there are questions or issues, the department's Project Manager or Contract Manager will so advise the Provider. Details on handling of issues that can't be immediately resolved will be settled in the contract.

Upon acceptance of the report and accompanying documentation, the department's Contract Manager will provide invoicing instructions. The invoice will be in the form of a letter, clearly identifying the contract number, period covered, and the amounts sought for payment.

4.23 Recipient/Sub-Recipient of State and Federal Funds

Documentation. Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit I 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 Provider 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 Provider will timely comply with any requests for documentation.

Financial Report. The Provider shall submit a quarterly 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 each quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind Provider certifying that these expenditures are true, accurate and directly related to this contract.

Spending Plan. If this contract is funded with federal awards and/or state financial assistance, and the Provider is determined to be a recipient or sub recipient pursuant to OMB Circular A-133, §.105 and/or §215.97(2)(m) and (v), F.S. (2004), as indicated on Exhibit I, Provider must 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 unless, prior to the expiration of this contract, the Provider has submitted a Spending Plan to the Department which has been approved, in writing, by the Department. The Spending Plan must outline the plan for expending the excess funds in a period of no more than 90 days unless a longer period is agreed to by the Department and shall be submitted to the Department no later than fifteen (15) business days following the identification of the excess amount. The Department's approval or disapproval of the Spending Plan will be in writing no later than 10 days after receipt of the Spending Plan. Any excess funds that remain unexpended after the agreed upon time period will be returned to the Department forthwith.

4.24 Cost Proposal

The respondent(s) must provide a budget and budget narrative estimating its costs to be incurred to carry out the necessary functions required by the department. The fees proposed in response to this RFP will include the full service price, including all necessary material, postage, equipment and service costs and all other overhead charges, including supplies of every kind and nature. Costs shall be estimated for development and administration of the program, the provision of CBRNE training and evaluation for pre hospital EMS personnel. The final submitted price shall not exceed the \$ 300,000 for the initial contract period. The proposal shall also provide annual costs for each of the remaining three years.

Responses shall contain all information solicited by this RFP. The department is not liable for any costs or expenses incurred by any respondent related to or arising out of the RFP process.

The provider will be required to sign Attachment VII, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and Attachment VIII, "Certification Regarding Lobbying".

4.25 Required Documentation

The following documentation shall be submitted with the proposal.

- Title Page
- Attachment II Required Certifications Page
- Attachment III - Reference Form
- Cost Proposal

4.26 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in Attachment I. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. The respondent receiving the highest score will be selected for award.

Technical Requirements

Respondent will list the technical skills and experience by which the proposals will be scored. Respondent should demonstrate the ability to meet the criteria for knowledge and expertise below, as applied to the specifications identified in Section 4.4 of this RFP.

- Demonstrated experience in conducting EMS pre-hospital training and education
- Demonstrated knowledge of the CBRNE curriculum objectives
- Demonstrated knowledge and experience in the evaluation of psychomotor skills
- Ability to offer continuing education credits for emergency medical technicians and paramedics.

4.27 Description of Approach to Performing Task

The proposal shall include a section to provide insight into the respondent's approach to providing the services as specified in this solicitation. The respondent will address all areas of work within the Task List. The respondent's technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

- The respondent's demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service, Task List, and Technical Requirements.
- Knowledge and experience in working with pre hospital EMS providers, including a working knowledge of training needs, operational aspects, and limitations of these providers must be included with your proposal.
- Knowledge and experience in developing and conducting training programs.
- An explanation of an understanding and ability to perform in a manner consistent with department standards.
- Flexibility to meet target audience needs while maintaining program integrity.
- Documented experience in providing similar services shall be included with your proposal.

4.28 Description of Staffing and Organizational Capacity

The respondent's proposal must include:

1. A description of the staff who will provide the service, their qualifications, resumes; identification of the key point of contact or project leader.
2. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project.
3. A table of organization.
4. Description of similar projects to the one proposed in the RFP.
5. Documentation of financial stability such as a financial statement or audit.

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

These "Special Instructions" shall take precedence over form PUR 1001 unless the conflicting term in PUR 1001 is statutorily required, in which case the term contained in the form PUR 1001 shall take precedence.

5.1 Instructions For Submitting Proposals

Electronic submission of proposals are not required and will not be accepted for this solicitation. This Special Instruction takes precedence over General Instruction #3.

- Proposals may be sent by U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline.
- Proposals must be submitted in a sealed envelope/package and shall be clearly marked on the outside with the proposal number, date and time of opening, as identified in the Timeline.

- It is the responsibility of the respondent to assure their proposal is submitted at the place and time indicated in the Timeline.
- Late proposals/offers will not be accepted.

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 Instructions For Formatting Proposals

- Respondents are required to complete, sign, and return the “Title Page” with their proposals.
- The proposal should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) letters of reference, with contact information, 5) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original proposal, six (6) copies of the proposal, and one electronic copy of the proposal on either CD or disk. The electronic copy should contain the proposal as submitted, including all supporting and signed documents.

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

5.4 Respondents Inquiries

These instructions take precedence over General Instruction #5.

Questions related to this RFP 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. During an active competitive solicitation, communications are restricted to those submitted in writing during the period identified in the 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: Ashley Bridges, Suite 310
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1186
Email: ashley_bridges@doh.state.fl.us

5.5 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-proposal conference, proposal 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).

5.6 Subcontractors

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 Minority Business Subcontractor Expenditures report with each invoice. (Attachment IV) This report identifies all subcontracting material or services suppliers utilized during the invoiced period. A copy of this completed form shall be submitted as part of the invoice package to the DOH Contract Manager. 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.

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 Cost of Preparation

Neither the Department of Health nor the state is liable for any costs incurred by a respondent in responding to this solicitation.

6.2 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-1.030(3), 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 the MyFloridaMarketPlace website

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors

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

6.3 Identical Tie Proposals

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.

6.4 Renewal

This 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 that may not exceed 3 years or the term of the original contract, whichever period is longer. Pricing of each potential renewal year is required and will be evaluated by the Department in accordance with Ch. 2010-151 Laws of Florida. 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.

6.5 Verbal Instructions Procedure

No negotiations, decision, or actions shall be initiated or executed by the respondent 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 respondents 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 specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu.

It is the responsibility of the respondent to be aware of any addenda that might have bearing on their proposal.

6.7 Unauthorized Aliens

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor 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 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 Attachment V and Attachment VI.

6.11 Licenses, Permits, and Taxes

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

6.12 Conflict of Interest

Section 287.057(17), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in 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.

6.13 Termination

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

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

ATTACHMENT I
Evaluation Criteria

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

Point Value: Zero is lowest possible and the number indicated in this column is the highest possible)

Points Awarded (Total number of points given by the evaluator)

RFP Evaluation Item	RFP Paragraph Element	Question	Point Value	Points Awarded
1.	3.1, 4.1, 4.3, 4.4, 4.10, 4.16, 4.18	How well does the respondent's proposal reflect its ability to successfully complete the activities in Section 4.4, Task List above?	0 -10	
2.	4.27	How well does the respondent's proposal describe the approach to performing tasks as outlined in Section 4.27 above?	0-10	
3.	4.6, 4.7, 4.27,4.28	How well does the respondent's proposal demonstrate that the key personnel, including those who will provide training and technical support, are qualified in the specified subject matter?	0-10	
4.	4.4	How well does the respondent's proposal demonstrate that its approach to evaluating the progress of participants meet the needs of the Department?	0-10	
5.	4.4	How well does the respondent's proposal demonstrate that its training program reflects the tasks to be undertaken within the initial contract term?	0-10	
6.	4.1, 4.3, 4.4, 4.17	How well does the respondent's proposal demonstrate that its approach meets the minimum requirements for training the target audience?	0-10	
7.	4.21, 4.22, 4.24	Justification and Total Cost: To what degree does the proposal demonstrate that the cost is measured in with the performance of the tasks required?	0-10	
		Total Available Points	70	
		Total Points Awarded by Evaluator		

Evaluator

Date

Attachment II
REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it agrees to and will comply with all the terms and conditions specified in the RFP 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 III
BIDDER REFERENCES
DOH 10-016

Bidder's Name: _____

Vendors are required to submit with their bid, three (3) favorable references that have been provided for services of a similar size and parameters of those requested in this solicitation. . References must include a knowledgeable contract person's name, phone number, fax number, address and email address.

1. Name of Company/Agency: _____

Contact Person: _____

Address _____

Phone Number: _____

Email Address _____

2. Name of Company/Agency: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

3. Name of Company/Agency: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature of Authorized Representative

Attachment IV
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

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

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

NOTE: YOU MAY USE A SEPARATE SHEET

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

1. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

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

ATTACHMENT V

CFDA No.
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☐ Client ☐ Non-Client
☐ Multi-County

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. TO PROVIDE SERVICES IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN ATTACHMENT I.

B. REQUIREMENTS OF §287.058, FLORIDA STATUTES (FS)

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

C. TO THE FOLLOWING GOVERNING LAW

1. State of Florida Law

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

2. Federal Law

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

D. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. MONITORING BY THE DEPARTMENT

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

F. INDEMNIFICATION

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

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

G. INSURANCE

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance

coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. SAFEGUARDING INFORMATION

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

I. ASSIGNMENTS AND SUBCONTRACTS

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

J. RETURN OF FUNDS

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

K. INCIDENT REPORTING

Abuse, Neglect, and Exploitation Reporting

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

L. TRANSPORTATION DISADVANTAGED

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

M. PURCHASING

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

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

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

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

N. CIVIL RIGHTS REQUIREMENTS

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

O. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

P. SPONSORSHIP

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

Q. FINAL INVOICE

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

R. USE OF FUNDS FOR LOBBYING PROHIBITED

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

S. PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may
- 2.

- 3.
4. 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.
5. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. PATENTS, COPYRIGHTS, AND ROYALTIES

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

U. CONSTRUCTION OR RENOVATION OF FACILITIES USING STATE FUNDS

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. CONTRACT AMOUNT

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

B. CONTRACT PAYMENT

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

payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. VENDOR OMBUDSMAN

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. EFFECTIVE AND ENDING DATES

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

B. TERMINATION

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C.

RENEGOTIATION OR MODIFICATION

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

D. OFFICIAL PAYEE AND REPRESENTATIVES (NAMES, ADDRESSES AND TELEPHONE NUMBERS)

1.

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

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

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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:

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

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

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

credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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

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

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

ATTACHMENT VII
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the [EPLS database](#) _____ Verification Date _____

Signature

Date

Name _____ Title _____

ATTACHMENT VIII
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

signature

date

name of authorized individual

Application or Contract Number

name of organization

ATTACHMENT IX

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. 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.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. 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 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 audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part

must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year 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. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is 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 resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

- 6 Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

DOH RFP 10-016
Paramedic and EMT CBRNE and Pan Flu Training and Evaluation

- A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729
The contract manager for this agreement listed in the standard agreement.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- 7 Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

- 8 Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

- B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

- 9 Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- 10 Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

EXHIBIT 2

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, Fla. Stat. 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 Exhibit 1 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, Fla. Stat. 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 69I-5.006, FAC, provider has been determined to be:

_____ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

_____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .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 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:

- 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:

- OMB Circular A-122 – Cost Principles*
- 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:

- OMB Circular A-21 – Cost Principles*
- 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.

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, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures

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Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

INSTRUCTIONS FOR COMPLETING EXHIBITS 1& 2

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF:

NOTE: If the resources awarded to the subrecipient represent more than one Federal program, provide the same information shown above for each Federal program and show total Federal resources awarded.

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title and number, and the amount of the Federal award).

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Note: If the resources awarded to the subrecipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below:

Federal Program 1:

NOTE: Instead of listing the specific compliance requirements as shown below, the State agency may elect to use language that requires the subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the subrecipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of resources).*

Federal Program 2:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Program 1.

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STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching Resources for Federal Programs:

Note: If the resources to the subrecipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (List Federal agency, Catalog of Federal Domestic Assistance title, number and matching amount)

State Financial Assistance Subject to Section 215.97, Florida Statutes:

Note: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total State financial assistance awarded that is subject to Section 215.97, Florida Statutes..

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State Project (*List State awarding agency, Catalog of State Financial Assistance title, number and amount of state financial assistance*).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Health for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient/subrecipient.

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AUDIT RELATIONSHIP DETERMINATION:

For Federal awards or state matching funds on Federal awards, complete the Federal Subrecipient and Vendor Determination Checklist to determine whether the provider is a subrecipient or vendor/exempt entity.

For State resources (other than state matching funds on Federal awards), complete the Florida Single Audit Act Checklist For Non-State Organizations – Recipient/Subrecipient Vs. Vendor Determination to determine whether the provider is a recipient or vendor/exempt entity.

NOTE: If provider has been determined to be a vendor/exempt entity, do not complete any of the information in Section 1 or 2 of Exhibit 1. However, you must complete Exhibit 2.