

Title Page

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH
BUREAU OF ONSITE SEWAGE PROGRAMS

DOH 08-026

INVITATION TO NEGOTIATE

FOR

FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES STUDY:
TECHNOLOGY EVALUATION, CHARACTERIZATION OF ENVIRONMENTAL FATE
AND TRANSPORT, AND AN ASSESSMENT OF COSTS

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 _____

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

Table of Contents

Title Page	1
Table of Contents	2
Timeline.....	4
SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)	5
SECTION 2.0 GENERAL TERMS AND CONDITIONS (PUR 1000)	5
SECTION 3.0 INTRODUCTORY MATERIALS	5
3.1 Statement of Purpose	5
3.2 Term	5
3.3 Definitions	5
SECTION 4.0 TECHNICAL SPECIFICATIONS	6
4.1 Scope of Service.....	6
4.2 Programmatic Authority	7
4.3 Major Program Goals.....	7
4.4 Task List	8
A Preselection of technologies and prioritizing technology for testing	8
B Field testing of technologies at actual home sites and cost documentation	9
C Evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems	10
D Development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems.....	12
4.5 Task Limits.....	13
4.6 Staffing Levels	13
4.7 Professional Qualification	13
4.8 Staffing Changes	14
4.9 References	14
4.10 Service Delivery Location	15
4.11 Service Times	15
4.12 Changes in Location	15
4.13 Equipment.....	15
4.14 Service Units	15
4.15 Reports.....	15
4.16 Records and Documentation	15
4.17 Outcomes and Outputs (Performance Measures)	16
4.18 Provider Unique Activities	16
4.19 Department Obligations	16
4.20 Department Determinations	17
4.21 Financial Specifications	17
4.22 Recipient/Sub-Recipient of State and Federal Funds.....	18
4.23 Cost Proposal.....	18
4.24 Required Documentation	18
4.25 Evaluation of Proposal	19
4.26 Description of Approach to Performing Tasks	19
4.26.1 Introduction (2 page limit).....	19
4.26.2 Company Background (2 page limit).....	19
4.26.3 Willingness to meet time and budget constraints (2 page limit).....	19
4.26.4 Description of Approach (6 page limit)	20
4.27 Description of Staffing and Organizational Capacity	20
4.27.1 Description of Qualifications and Organizational Capacity (Attachment VI)	20
4.27.2 Description of Project and Workload Management (4 page limit).....	21
4.28 Cross Reference Table	21
SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS	22
5.1 Instructions for Submitting Proposals.....	22
5.2 Public Records and Trade Secrets.....	22
5.3 Instructions for Formatting Proposals.....	22

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

5.4	Respondents Inquiries	23
5.5	Optional Pre-Proposal Conference.....	23
5.6	Special Accommodations	23
5.7	Subcontractors.....	24
SECTION 6.0 SPECIAL CONDITIONS		24
6.1	Cost of Preparation.....	24
6.2	Vendor Registration	24
6.3	Identical Tie Proposals	25
6.4	Renewal.....	25
6.5	Verbal Instructions Procedure	25
6.6	Addenda	25
6.7	Unauthorized Aliens.....	25
6.8	Certificate of Authority	25
6.9	Minority Participation	26
6.10	Standard Contract/Purchase Order	26
6.11	Licenses, Permits, and Taxes.....	26
6.12	Conflict of Interest	26
ATTACHMENT I ITN QUESTIONNAIRE		27
ATTACHMENT II EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE		28
ATTACHMENT III PROPOSAL EVALUATION CRITERIA WORKSHEET		29
ATTACHMENT IV CONTRACT INVOICE		30
ATTACHMENT V REQUIRED CERTIFICATION FORM		31
ATTACHMENT VI ONSITE SEWAGE CONSULTANT QUALIFICATIONS.....		32
ATTACHMENT VII DEPARTMENT OF HEALTH REPORTING OF MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES		41
ATTACHMENT VIII PURCHASE ORDER TERMS AND CONDITIONS		43
ATTACHMENT IX STANDARD CONTRACT.....		46
ATTACHMENT X REFERENCE FORM.....		51

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

**Timeline
 DOH 08-026**

EVENT	DUE DATE	LOCATION
ITN Advertised - Released	September 26, 2008	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Prior to 3:00 PM EST October 9, 2008	Submit to: Florida Department of Health Purchasing – Maureen Livings, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, Florida 32399-1749 Fax: (850) 412-1185 E-mail: Maureen_Livings@doh.state.fl.us
Optional Pre-Proposal Conference	October 14, 2008 2:00 PM – 3:00 PM	Department of Health 4042 Bald Cypress Way Conference Room 240 P Tallahassee, Florida 32399 Or via Conference call: 1-888-808-6959 code - 1454070
Answers to Questions	October 17, 2008	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: 3:00 PM EST October 29, 2008	Florida Department of Health Purchasing – Maureen Livings, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Evaluation of Proposals	Beginning October 29, 2008	Individual Evaluation of written proposals
Anticipated Evaluation Team Meeting	November 6 2008	Evaluation Team Meeting - location, date & time TBD
Anticipated Beginning Negotiations	November 13, 2008	Department of Health 4042 Bald Cypress Way Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	November 18 2008	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL 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 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Negotiate (ITN) is to identify respondents interested in an anticipated 3-year project to study onsite sewage nitrogen reduction strategies. The 2008 Florida legislature has appropriated one million dollars for Phase I of this project to further develop cost-effective nitrogen reduction strategies and to develop passive strategies for nitrogen reduction that complement use of conventional onsite sewage treatment and disposal systems. The project shall be controlled by the Department of Health's Research Review and Advisory Committee (RRAC). The Florida Department of Health (DOH) seeks one or several respondents to conduct tasks addressing the following issues: 1) comprehensive review of existing or ongoing studies on passive technologies; 2) field-testing of nitrogen reducing technologies at actual home sites for comparison of conventional, passive technologies, and performance-based treatment systems to determine nitrogen reduction performance; 3) documentation of all capital, energy and life-cycle costs of various technologies for nitrogen reduction; 4) evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems; and 5) development of a simple model for predicting nitrogen fate and transport from onsite sewage treatment and disposal systems. Basic components of the project are described in Section 4. Funding for future years is dependent on future legislative appropriations. The total cost of the contract(s) will not exceed \$5,000,000.

3.2 Term

The initial term of the contract(s) resulting from this solicitation shall be three (3) years.

3.3 Definitions

Active nitrogen removal system – onsite treatment system affecting nitrogen reduction in the effluent that is not considered passive because it contains aerator pumps, more than one effluent pump, or no reactive media

ATU – Aerobic treatment unit, as specified in 64E-6.012 FAC

Conventional drainfield material – Gravel as specified in 64E-6.014(5) FAC

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

Conventional System – Standard septic tank and drainfield to treat wastewater on site that does not perform advanced treatment

DOH – Florida Department of Health or the department

FAC – Florida Administrative Code

Florida onsite sewage nitrogen reduction strategies study – study that is the subject of this Invitation to Negotiate

Media – Material that effluent from a septic tank or pretreatment device passes through prior to reaching the groundwater. This may include soil, saw dust, zeolites, tire crumbs, vegetative removal, sulfur, spodosols, or other media

OSTDS – Onsite Sewage Treatment and Disposal System

Passive – A type of onsite sewage treatment and disposal system that excludes the use of aerator pumps and includes no more than one effluent dosing pump with mechanical and moving parts and uses a reactive media to assist in nitrogen removal

QAPP – Quality Assurance Project Plan

PBTS – Performance Based Treatment System, a type of OSTDS that has been designed to meet specific performance criteria for certain wastewater constituents as defined by 64E-6.025(10) FAC

Reactive media – Media that reacts with wastewater to reduce nitrogen concentrations

RRAC – Research Review and Advisory Committee, a committee with the Florida Department of Health, Division of Environmental Health, that develops priorities for research in onsite sewage, reviews and ranks research proposals, reviews and comments on project reports, and accepts as complete final reports

State - The State of Florida and legally authorized employees, agents, contractors, or vendors acting on behalf of the aforementioned for the purpose of conducting State business

TN - Total Nitrogen concentration in a water sample (mg/L)

Wekiva Study Area – Area delineated by the Wekiva Parkway and Protection Act of 2004 (<http://www.dca.state.fl.us/fdcp/DCP/wekiva/wekivaact/study%20area%20map.pdf>)

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

The successful respondent(s) shall perform technology evaluations; field work and monitoring of OSTDS and groundwater; analysis and evaluation of data, and modeling. The respondent(s) shall also reach conclusions and provide recommendations.

In particular, the successful respondent(s) shall perform tasks in furtherance of the following scope:

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- 1) Perform a comprehensive review of existing or ongoing studies on passive technologies;
- 2) Perform field-testing of nitrogen reducing technologies at actual home sites for comparison of conventional, passive technologies, and performance-based treatment systems to determine nitrogen reduction performance;
- 3) Provide documentation of all capital, energy, and life-cycle costs of various technologies for nitrogen reduction;
- 4) Perform an evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems;
- 5) Develop a simple model for predicting nitrogen fate and transport from onsite wastewater systems; and
- 6) Present a progress report, including recommendations for funding additional phases of the study, on or before January 5, 2009. This will allow DOH time to meet the reporting deadline to the Executive Office of the Governor, the President of the Senate, and the Speaker of the House of Representatives of February 1, 2009

Deliverables will be reviewed by the Florida Department of Health and its Research Review and Advisory Committee. The successful respondent(s) shall prepare deliverables using software and hardware applications that are consistent with department standards (currently Microsoft software, PC-compatible hardware).

4.2 Programmatic Authority

The Bureau of Onsite Sewage Programs operates under Section 381.0065 et seq. of the Florida Statutes. 381.0065(3)(c) directs the department to “develop a comprehensive program to ensure that onsite sewage treatment and disposal systems ... are sized, designed, constructed, installed, ... operated, and maintained ... to prevent groundwater contamination and surface water contamination”.

Laws of Florida, 2008-152, includes Specific Appropriation 1682 that reads, in part: “\$1 million ... shall be transferred to the Department of Health to further develop cost-effective nitrogen reduction strategies. The Department of Health shall contract, ... for Phase I of an anticipated 3-year project to develop passive strategies for nitrogen reduction that complement use of conventional onsite wastewater treatment systems. The project shall be controlled by the Department of Health’s research review and advisory committee and shall include the following components: 1) comprehensive review of existing or ongoing studies on passive technologies; 2) field-testing of nitrogen reducing technologies at actual home sites for comparison of conventional, passive technologies and performance-based treatment systems to determine nitrogen reduction performance; 3) documentation of all capital, energy and life-cycle costs of various technologies for nitrogen reduction; 4) evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems; and 5) development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems. A progress report shall be presented to the Executive Office of the Governor, the President of the Senate and the Speaker of the House of Representatives on February 1, 2009, including recommendations for funding additional phases of the study.”

4.3 Major Program Goals

The goals of the *Florida Onsite Sewage Nitrogen Reduction Strategies Study* are to develop passive strategies for nitrogen reduction that complement the use of conventional onsite sewage treatment and disposal systems, to systematically evaluate the field performance and associated costs of such OSTDS nitrogen reduction strategies in comparison to conventional and existing technologies and to assess and model the environmental fate and transport of

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

nitrogen discharged to the environment. Nitrogen loading is important to the mission of the Bureau of Onsite Sewage Programs: "Protecting the public health and environment through a comprehensive onsite sewage program".

4.4 Task List

The successful respondent(s) shall perform the following tasks. While the preference is that a single contract will result from this ITN, the department may consider splitting tasks between respondents, such as awarding 4.4 A to one respondent, 4.4 B to another, 4.4 C to another, and 4.4 D to a fourth, with each respondent responsible for their part. Draft deliverables will be reviewed by RRAC and the department. The department will approve all deliverables when completed to the department's satisfaction.

The successful respondent shall perform the tasks listed below. The task descriptions are only meant as suggestions and reflect current thinking as of the RRAC-meeting on July 30, 2008. Alternative and innovative ideas to achieve the objectives are encouraged.

A Preselection of technologies and prioritizing technology for testing

- 1) Objectives: Evaluate and prioritize technologies for field testing, so that testing and further development can be phased in to occur as funding becomes available over the three year anticipated project period.
- 2) Activities: The following activities are currently expected to occur in achieving the objectives of this task. **The respondent can propose a different set of activities to achieve the objectives of the task.**
 - 1) Assess what if any updates are needed to the literature review performed for the Department of Health in 2007 and provide a draft and a final revised literature review. (<http://www.doh.state.fl.us/environment/ostds/zip/PassiveNFinal.zip>)
 - 2) Develop a classification scheme for technologies to allow comparisons (draft and final). A possible classification suggested by the authorizing language could be as follows:
 - a) Complements to conventional onsite systems: reduced authorized lot flow per acre, separate treatment (and disposal off site) of black water and/or urine, dosed vs. gravity drainfields, differing installation depths relative to vegetation and/or seasonal high water table, fill material modifications
 - b) Passive nitrogen removal system: a combination of a nitrification media filter and a denitrification media filter, including at most one effluent pump and excluding aerators
 - c) Active nitrogen removal system: onsite treatment system affecting nitrogen reduction in the effluent that is not passive because of aeration, number of pumps, or active dosing of denitrification material.
 - 3) Develop criteria to rank technology for order of testing during the years of the project (draft and final). The criteria shall address issues including but not limited to:
 - a) Expected cost and cost effectiveness
 - b) Maturity
 - i) Evaluation in test centers has occurred and system has at least innovative status in Florida; or system has completed innovative system testing in Florida with influent and effluent measurements
 - ii) Technology has been tested at test centers or evaluated in other states but has not been evaluated for innovative status in Florida
 - iii) Technology shows promise in small-scale experiments, needs test center data for comparison to other technologies

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- c) Effectiveness classifications such as:
 - i) Nitrogen reduction >80%
 - ii) Nitrogen reduction 65-80%
 - iii) Nitrogen reduction 50-65%
 - iv) Nitrogen reduction <50%
 - d) Trade-offs with pathogen removal
 - e) Differences to technologies previously tested
 - 4) Evaluate existing information about technologies relative to criteria to develop a priority list of technology testing over the projected three-year period of the project and determine areas of information need (draft and final).
 - 5) Develop information to address needs for technologies that are not mature enough to be permitted as innovative systems in Florida but rank highly otherwise. This could be accomplished in cooperation with NSF-testing facilities and/or manufacturers or engineers. Assist designer in completion of innovative system application.
 - 6) Summarize the progress of this task (draft and final), including recommendations for funding additional phases of the study. The final version of the first progress report shall be submitted by January 1, 2009; and approximately quarterly thereafter in a report to the RRAC.
 - 7) Update the results of Activity 4 annually
- 3) Deliverables.
- 1) Draft and final updated literature review within one and two months of contract execution
 - 2) Draft and final classification of technologies within one and two months of contract execution
 - 3) Draft and final ranking criteria within one and two months of contract execution
 - 4) Draft and final priority list for testing within three and four months of contract execution
 - 5) Completed innovative system application
 - 6) Draft and final of progress reports at specified intervals
 - 7) Draft and final revisions of priority list for testing

B Field testing of technologies at actual home sites and cost documentation

- 1) Objectives: Obtain comparable data on costs and treatment effectiveness for a variety of technologies under field conditions. The emphasis will be on total nitrogen and other wastewater parameters (cBOD5, TSS, TP and fecal coliform) will be assessed in less detail.
- 2) Activities. The following activities are currently expected to occur in achieving the objectives of this task. **The respondent can propose a different set of activities to achieve the objectives of the task.**
 - 1) Development of a Quality Assurance Project Plan (QAPP). The respondent will develop a quality assurance project plan (QAPP) patterned after EPA guidelines (<http://www.epa.gov/quality/qs-docs/g5-final.pdf>). In this document the respondent will plan and describe the approach, sampling schemes, field work, analytical methods, and quality control procedures guiding the project. The document will address questions such as:
 - a) Achievable cost savings by different management strategies (individual owner decides about technology and maintenance entity vs. area-wide decision about technology and maintenance entity vs. cluster systems with common technology and common maintenance entity)
 - b) Recruitment of testing sites to achieve comparable climatic and influent strength and flow conditions

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- c) Cost-sharing and instruments to provide incentives and assurance to system owners, such as warranties and maintenance of a contingency fund
 - d) Sampling and monitoring methodology to establish treatment effectiveness by mass balances at performance boundaries (influent, pretreatment effluent, drainfield, shallow groundwater)
 - e) Required length and frequency of monitoring
 - f) Evaluation of reduction effectiveness given within site and between site variability
 - g) Monitoring of costs, energy use, and benefits (with focus on nitrogen, also addressing water conservation and irrigation)
 - h) Assessment of life-cycle costs and benefits and stakeholder satisfaction
 - i) Transition for systems out of project monitoring into permanent use
- 2) Recruitment of homeowners for participation in the study
 - 3) Procurement, permitting, and installation of new systems and/or, existing system evaluation and instrumentation of existing systems
 - 4) Maintain contingency fund, e.g. for system replacement in case of failure
 - 5) Monitoring of influent and effluent flow, quality, ongoing costs, and energy use
 - 6) Assessment of life-cycle costs and benefits and stakeholder satisfaction
 - 7) In cooperation with system designer, development of a technical description of the design, installation, operation, maintenance and monitoring of each technology for nitrogen reduction with a summary of the results
 - 8) After sampling is complete, system replacement or transfer of instrumentation to owner
 - 9) Summarize the progress of this task (draft and final), including recommendations for funding additional phases of the study. The final version of the first progress report shall be submitted by January 1, 2009; and approximately quarterly thereafter in a report to the RRAC.
- 3) Deliverables
- 1) A preliminary draft, a final draft, and a final QAPP
 - 2) Homeowner agreements to participate
 - 3) Systems readied for sampling
 - 4) Quarterly Monitoring results
 - 5) Updates on necessary repairs for systems
 - 6) A preliminary draft, a final draft, on life-cycle costs and benefits
 - 7) Technical description for each nitrogen reduction technology
 - 8) Acceptance of system by owner of system
 - 9) Draft and final progress reports at specified intervals

C Evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems

- 1) Objectives: To summarize existing and collect additional data to quantify nitrogen reduction provided by soils and shallow groundwater. The emphasis will be on total nitrogen and other wastewater parameters (cBOD5, TSS, TP and fecal coliform) will be assessed in less detail for additional characterization. As part of this, this task will characterize seasonal variability of the respective processes, in particular in the Wekiva Study Area.
- 2) Activities. The following activities are currently expected to occur in achieving the objectives of this task. **The respondent can propose a different set of activities to achieve the objectives of the task.** These activities may overlap with activities in Task 4.4.B.
 - 1) Prioritize pretreatment/drainfield configuration/soil combinations for testing in the phases of the project in cooperation with RRAC and the department. It is anticipated that

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

differences between drip irrigation, pressure dosed, and gravity-fed drainfields will be of interest.

- 2) Development of a Quality Assurance Project Plan (QAPP). The respondent will develop a quality assurance project plan (QAPP) patterned after EPA guidelines (<http://www.epa.gov/quality/qs-docs/g5-final.pdf>). In this document the offeror will plan and describe the approach, sampling schemes, field work, analytical methods, and quality control procedures guiding the project. The document will address questions such as:
 - a) Should soil and shallow groundwater processes be evaluated at the same site or should the evaluations be separated (e.g. soil evaluations in lab or test center experiments; shallow groundwater in the field)?
 - b) How can a mass balance of water, nitrogen, and any other parameters be achieved at several locations and validated by comparison to tracer components to characterize the separate effects of processes, such as denitrification, nutrient uptake by plants, and dilution on nitrogen concentrations and loads?
 - c) How will sites be identified that have the desired combination of pretreatment, drainfield, and soil? What should be the minimum system age (e.g. five years)? What should be evaluated in a site in addition to the existing system evaluation protocol? Is there a need for these sites to be located in the same watershed?
 - d) What is the loading (flow and concentration) coming from the last treatment receptacle?
 - e) How will velocity of groundwater be determined, which has been identified by Heatwole and McCray (2006) as the most important parameter in modeling of nitrogen transport? How will dispersion and recharge be determined?
 - f) How will the importance of seasonal variability relative to other sources of variability be assessed and what is the required length and frequency of monitoring to characterize "average" conditions?
 - g) What will be the sampling and monitoring methodology to establish characterizations that are comparable to each other given expected variability?
 - h) How should soil, groundwater, and weather conditions be characterized?
 - i) How will monitoring equipment be dealt with at the completion of the project?
 - 3) Recruitment of site owners for participation in the study and site evaluations of existing systems.
 - 4) Instrumentation of sites.
 - 5) Monitoring of groundwater quality, wastewater flow, and any other parameters identified in the QAPP.
 - 6) Report on each site detailing results of nitrogen reduction in soil and shallow groundwater, including monitoring results and mass balance estimates.
 - 7) After sampling is complete, system replacement or transfer of instrumentation to owner.
 - 8) Summarize the progress of this task (draft and final), including recommendations for funding additional phases of the study. The final version of the first progress report shall be submitted by January 1, 2009; and approximately quarterly thereafter in a report to the RRAC. The progress reports will address the question if differences between sites exist.
- 3) Deliverables:
- 1) Draft and final priority list
 - 2) A preliminary draft, a final draft, and a final summary of previous studies on soil and shallow groundwater fate and transport of nitrogen onsite systems
 - 3) A preliminary draft, a final draft, final QAPP
 - 4) Completed site evaluations
 - 5) Completed instrumentation of sites

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- 6) Monitoring reports with sample parameters per QAPP
- 7) A preliminary draft, a final draft, and final report on nitrogen reduction in soils and shallow groundwater at each site
- 8) Acceptance of site condition by site owner after completion of site study
- 9) Draft and final progress reports at specified intervals

D Development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems

- 1) Objectives: To synthesize understanding of nitrogen fate and transport into a simple model for uses such as estimation of loadings for watershed models, to establish lot or pretreatment requirements given standards at a performance boundary, or to provide a starting point for load reductions.
- 2) Activities: The following activities are currently expected to occur in achieving the objectives of this task. **The respondent can propose a different set of activities to achieve the objectives of the task.** These activities may overlap with activities in Task 4.4.C.
 - 1) Summarize results of previous studies and recommend modifications to sampling parameters for field work (Task C)
 - 2) Development of a Quality Assurance Project Plan (QAPP). The respondent will develop a quality assurance project plan (QAPP) patterned after EPA guidelines (<http://www.epa.gov/quality/qs-docs/g5-final.pdf>). In this document the respondent will plan and describe the approach, analytical methods, and quality control procedures guiding the project. The document will address questions such as:
 - a) What should be the starting point of the model (existing numerical or analytical models such as NHBA, CXTFIT,) or new development?
 - b) What data will be used to evaluate the matching of physical processes (velocity, water flux, dispersion)?
 - c) How will aggregation of variable data (soil, flow, concentrations, reaction rates) in space and time occur?
 - d) What will be used to characterize deviations between model and measured data (length, area, mass of plume; flux at performance boundary; concentration at sampling points)?
 - e) How will the accurate execution of the algorithms of the model be verified?
 - f) Which existing data sets are proposed to guide model development?
 - g) What will be acceptance criteria for model validation against data developed under Task C?
 - h) How will the existence of bias due to simplification be assessed?
 - 3) Adapt or develop and verify a model that can predict time-variable location and extent of the plume of an individual OSTDS, given information on factors such as sewage flow, recharge, drainfield type, soil, and groundwater flow velocity
 - 4) Adapt or develop and verify a simplified model that can predict location and extent of the average plume of an individual OSTDS, given information on factors such as sewage flow, recharge, drainfield type, soil, and groundwater flow velocity
 - 5) Adapt or develop a classification model for aerial nitrogen input and loading (lbs/acre, lbs/system, concentration at performance boundary) to groundwater from onsite systems depending on factors such as pretreatment, recharge, soil conditions, and property size
 - 6) Calibrate models developed in Activities 3 through 5 with existing data sets. Activities 1 through 6 could be completed during the first year of the contract
 - 7) Validate the models (Activities 3 through 6) by comparison to datasets developed as part of Task C

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- 8) Depending on the level of funding, adapt or develop and calibrate a model that describes the watershed-scale transport of nitrogen from subdivisions (multiple houses) to either deeper zones of aquifers or to surface water
- 9) Summarize the progress of this task (draft and final), including recommendations for funding additional phases of the study. The final version of the first progress report shall be submitted by January 1, 2009; and approximately quarterly thereafter in a report to the RRAC. The progress report will address the question if differences between sites exist

3) Deliverables:

- 1) A preliminary draft, a final draft, and final summary of existing data from previous studies and recommendation for sampling data for Task C
- 2) A preliminary draft, a final draft, and final QAPP, completed within three months of contract execution
- 3) A preliminary draft, a final draft, and final report on time-variable model development and verification and comparison to existing data, completed by June 30, 2009
- 4) A preliminary draft, a final draft, and final report on time-averaged model developments and verification comparison to existing data, completed by June 30, 2009
- 5) A preliminary draft, a final draft, and final report on classification model developments and comparison to existing data, completed by June 30, 2009
- 6) A preliminary draft, a final draft, and final report on calibration of models with existing data
- 7) A preliminary draft, a final draft, and final report on validation of models with newly developed data
- 8) A preliminary draft, a final draft, and final report on development and calibration of watershed-scale nitrogen transport model
- 9) A preliminary draft, a final draft, and final progress reports at specified intervals

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

Respondent must have a project manager on staff that has experience in the execution of projects similar to this. Experience will be judged based on quality and quantity of past projects

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

as indicated on the ITN questionnaire (Attachment I). Technical staff shall be trained in the methodology proposed by the respondent.

This provision does not abrogate any statutory provision(s) that may require professional licensure, certification, or registration to perform duties associated with this contract.

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. Positions will not remain vacant for more than thirty days without prior written approval from the contract manager.

4.9 References

Respondents are required to submit with their bid, at least three (3) references that have been provided for services of a similar size and parameters of those requested in this solicitation. Respondents shall use Attachment X, Reference Form of this ITN to provide the required reference information. The department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

The department will review its records to identify all contracts that the vendor has undertaken with the department, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after September 2003).

The department will choose, at its own discretion, three (3) of the respondent's references listed on Attachment X to contact in order to complete an evaluation questionnaire as provided in Attachment II. Clients that are listed as subcontractors in the respondent's proposal will not be accepted as past performance references under this solicitation.

In the event that the respondent has performed work as a prime contractor for the department within the timeframe specified above, the department shall attempt to contact one department and one non-department reference. The department will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of five (5) for that reference evaluation. The department will not attempt to correct incorrectly supplied information. Failure to provide the required information for a minimum of three separate and verifiable clients or failure to provide the required information for each reference shall result in the respondent receiving a score of five (5) for each missing client. Applicants whose past performance cannot be determined shall be given an average rating of five (5).

4.10 Service Delivery Location

Field work shall be performed in Florida, at locations agreed upon by the department and the successful respondent. Analytical work, data analysis and modeling shall be performed in the field, at the laboratory, or office locations as chosen by the successful respondent, outlined in the proposal and subject to the respective QAPPs developed according to Section 4.4.

Reports shall be delivered to the Department of Health, Bureau of Onsite Sewage Programs, 4042 Bald Cypress Way, Bin# A-08, Tallahassee, FL 32399-1710.

4.11 Service Times

The successful respondent will conduct activities to ensure that they take place at times that will most benefit the department's objectives. Times of activities will be outlined in the proposal and specified in the QAPPs for each task (Section 4.4).

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, email, 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 computers, telephones, copiers, fax machines, sampling equipment, maintenance and office supplies. Liability for the use of equipment shall be exclusively the domain of the respondent.

4.14 Service Units

It is anticipated that the deliverables as outlined in Section 4.4 will serve as service units. Final service units will be determined during negotiations between the department and the successful respondent and will be dependent upon the type of service rendered.

4.15 Reports

Where the resulting contract requires the delivery of reports to 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 agreement 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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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 ITN 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 ITN 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 2003). 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)

The successful respondent shall complete 100% of all tasks outlined in Section 4.4. and agreed upon in contract(s) resulting from this ITN. Delays in the delivery of the final draft report and final report shall constitute incomplete delivery.

4.18 Provider Unique Activities

The successful respondent(s) 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(s) 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 Department Obligations

The department may provide technical support and assistance to the successful respondent(s) within the resources of the department to assist the successful respondent(s) 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.

The department's contract manager will ensure that invoices are processed, will conduct any required programmatic monitoring, and will relay to the successful respondent information

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

regarding any departmental or governmental changes that may have a direct impact on the contract terms and conditions.

The department will facilitate the review of reports referred to in Section 4.4.

4.20 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. The department reserves the right to make any and all determinations exclusively which it deems necessary to protect the best interest of the State of Florida and the health, safety, and welfare of the clients who are served by the department either directly or through any one of its contracted providers.

4.21 Financial Specifications

Funding Source

This project is funded by Laws of Florida, 2008-152, which includes Specific Appropriation 1682. Future funding depends on legislative action.

Budget Availability

The anticipated budget for the contract resulting from this ITN is \$5,000,000 subject to negotiation and availability of funds. Specific Appropriation 1682 provided \$1,000,000 for Phase I of this project.

Invoicing and Payment of Invoices

Pursuant to Chapter 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice form is shown in Attachment IV.

Contract(s) resulting from this ITN is anticipated to be fixed price / unit cost. Invoices shall be submitted for payment on resulting contract at least quarterly utilizing the format provided by the department. All support documentation will be legible and copy ready. All submissions not in compliance with these guidelines will be returned to the selected respondent for re-submission.

The review time determining the acceptance of deliverables will be in accordance with department standards. Invoices will be processed only after acceptance of the deliverable is determined by the department, and the contract manager signs the invoice. Disputed invoices will be returned to the successful respondent for correction.

The successful respondent shall submit the final invoice for payment to departmental offices no more than 45 days after termination of the contract. If the contractor fails to do so, all right to payment is forfeited, and the department will not honor any request submitted after aforesaid time period.

The successful respondent shall provide an expenditure report for the project together with the final invoice. The expenditure report shall include date, amount, recipient, and category of expenditures.

4.22 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)(n) and (x), F.S. (2007), The 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.

4.23 Cost Proposal

The anticipated budget for the contract(s) resulting from this ITN may reach a maximum of \$5,000,000.00, subject to negotiations and availability of funds. The total contracted amount paid to the selected respondent(s) for all tasks under contract will not exceed \$5,000,000.00 for the contract period and will not exceed \$1,000,000 for Phase I of the study by June 30, 2009. The conditions of this contract are subject to the availability of funds and any subsequent changes in Florida law. Respondents shall indicate expected costs for Tasks A, B, C, and D during the first year, and totals for each task for each year during a three-year contract period

4.24 Required Documentation

The following documentation shall be submitted by respondents participating in this solicitation

- Proposal including sections outlined in Sections 4.23, 4.26 and 4.27 of this ITN

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- Attachment V – Required Certification Form
- Attachment VI – Onsite Sewage Consultant Qualifications
- Attachment X – Reference Form

4.25 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in Attachment III. 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 and ranking.

The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The department reserves the right to award more than one contract resulting from evaluation of proposals submitted in response to this ITN, as well as the right to reject all proposals. The department reserves the right to enter into concurrent negotiations with more than one respondent. When the department enters into concurrent negotiations with more than one respondent, the contract award is determined as a result of those negotiations.

4.26 Description of Approach to Performing Tasks

The proposal shall include the following sections 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.

4.26.1 Introduction (2 page limit)

Provide a brief narrative that demonstrates the respondent understands and its intention to meet the purpose and the needs of the project and of the project described by this ITN (3.1 and 3.2).

4.26.2 Company Background (2 page limit)

This section shall provide information on the historical background of the respondent and on the respondent's organization structures. This should include years in operation and years involved in services that are relevant to the services being requested in this ITN.

4.26.3 Willingness to meet time and budget constraints (2 page limit)

The respondent shall state the willingness to meet the time and budget constraints of the department. These include completion of the milestones outlined in Section 4.4, and within a budget that is anticipated to be \$5,000,000 and will not exceed \$5,000,000 over three years. The respondent also agrees to complete those parts of the tasks that will constitute Phase I by June 30, 2009 and within a budget of \$1,000,000. Final budget constraints depend on availability of funding. The respondent shall indicate the extent of its willingness to negotiate for a contract that includes either all or a subset of tasks.

4.26.4 Description of Approach (6 page limit)

The respondent shall describe the approach proposed to achieve the purposes of the project. The description should suggest a work plan that distinguishes activities that can be completed during the first year and within a budget of \$1,000,000 and shall also outline additional phases to address possible future funding. The description should address at least the following elements with consideration of the questions posed in 4.4:

- 1) Task A. Preselection of technologies and prioritizing technology for testing
- 2) Task B. Field testing of technologies at actual home sites and cost documentation
- 3) Task C. Evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems
- 4) Task D. development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems

4.27 Description of Staffing and Organizational Capacity

The proposal shall include the following sections to provide insight into the respondent's staffing and organizational capacity.

4.27.1 Description of Qualifications and Organizational Capacity (Attachment VI)

For this project, the respondent shall establish qualifications in the following four areas: characterization of onsite technology, performance monitoring of onsite treatment systems, evaluation of nitrogen fate and transport in soil and shallow groundwater, and modeling of nitrogen fate and transport.

This provision does not abrogate any statutory provision(s) that may require professional licensure, certification, or registration to perform duties associated with this contract.

Key personnel shall be those personnel directly responsible for daily project management of the contract resulting from this solicitation. The respondent will maintain at least the following: a project manager to provide oversight and management of the project and to serve as the contact person for the respondent; qualified technical staff for activities to be performed by respondent as outlined in Section 4.4; adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

To describe relevant experience of the proposed team and key staff, the respondent shall complete Attachment VI, which has been modified from the US General Services Agency Standard Form SF 330. The fields of Sections A and B will be equal to the respective fields of the title page. Section C will list the proposed prime and subcontractors, see Section 5.7 for additional requirements for subcontractors. Section D is the organizational chart of the proposed team. Section E allows characterization of the qualification of key staff, field 17 will refer to professional or occupational registration in the State of Florida. Under Section F, the respondent has opportunity to list at least three projects with at least two separate and verifiable clients deemed relevant to the proposed project and include contact information for each client. Section G shall indicate the experience of key staff in the relevant projects. Section H (30d) is the place

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

to describe additional benefits that the respondent can provide, such as, but not limited to partnering with other organizations, or leveraging of funds.

4.27.2 Description of Project and Workload Management (4 page limit)

In this section the respondent shall describe project organization (Part D of Attachment VI) and management methods which are most appropriate to perform the type of services described in Section 4.4. The discussion should include quality, cost, and schedule controls, and corrective action procedures.

Some of the questions to address in this section are:

- Does the organization of the project ensure that all necessary skills are present and managed effectively?
- How will the management methods outlined allow to keep costs and schedule under control, maintain qualified staffing, track project progress, assure the quality of gathered data and their management?
- What types of corrective actions are foreseen to address problems?

The department expects personnel and subcontractors identified in the response package to be available for work on this project without interference from other contractual obligations which the respondent may have. The selected respondent may be performing work under other contracts simultaneously and therefore should indicate how work overloads will be managed to prevent project delays.

The respondent shall address the potential for conflicts of interests resulting from any ownership or association of respondent with the production, manufacturing, or installation of or other involvement with wastewater products or services, in particular onsite wastewater treatment products and how this shall be addressed.

Subcontractor's that are identified in this response shall submit a 1-page letter on subcontractor letterhead, identifying the solicitation number, project title, and prime contractor with whom the firm intends to subcontract.

4.28 Cross Reference Table

In order to assist the respondent in their development of a responsive proposal and to facilitate proposal evaluation by the department, the respondent is required to provide a table, which cross references the contents of their proposal with the following sections of the ITN.

ITN Section	Subject	Proposal Page
5.3	Title Page	
4.28	Cross Reference Table	
4.24, 5.3	Required Certification Form	
4.26.1	Introduction	
4.26.2	Company Background	
4.26.3	Willingness to meet time and budget constraints	
4.26.4	Description of Approach	

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

4.27.1	Description of Qualifications and Organizational Capacity (Attachment VI) (incl. Past Performance References)	
4.23	Cost Proposal	
4.27.2	Description of Project and Workload Management	
4.27.2; 5.7	Subcontractor Documentation	

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, Courier, or Hand-Delivered to the location as identified in the Timeline.
- Proposals must be submitted in a sealed envelope 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 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate the claimed exempt records in a sealed envelope, mark “CONFIDENTIAL” and clearly state on the outside of the envelope the specific statutory citation for such exemption. Failure to comply with this section shall be deemed a waiver of any claim of exemption from the Public Records Law and will result in a complete disclosure of all submitted records in response to a public records request.

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.
- The proposals shall include all required documentation outlined in Section 4.24. All required forms shall be completed, signed, and submitted.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- Respond to elements of this ITN in the order given in the cross reference table (Section 4.28)
- Respond to each section of the ITN questionnaire (Attachment I) in the order it appears. The questionnaire represents elements that must be completed by respondents interested in participating in this ITN.
- 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, five (5) copies of the proposal, and one electronic copy of the proposal on either CD or disk, and all supporting documents must be submitted.
- Be certain to include in the proposal the respondents contact name, phone number, fax number, Internet mailing address, and physical mailing address.

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 ITN 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. No telephone calls will be accepted. Answers will be posted as indicated in the Timeline.

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: Maureen Livings
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1185
Email: Maureen.Livings@doh.state.fl.us

5.5 Optional Pre-Proposal Conference

An optional pre-proposal conference will be held at the times and locations indicated in the Timeline. The pre-proposal conference is the only forum available during this competitive solicitation process for answering questions and making clarifications. Previously submitted written questions will be answered at the optional pre-proposal conference. The department reserves the right to answer any additional questions identified at the pre-proposal conference or defer them to the later date identified in the Timeline.

5.6 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,

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.7 Subcontractors

The successful respondent 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 respondent enters into with respect to performance under the contract shall in any way relieve the respondent 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 Department of Health encourages the use of minority vendors for subcontracting opportunities. The successful respondent shall provide a monthly Minority Business Enterprise Report (Attachment VII) 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 Department of Health's Minority Coordinator (850-245-4198) and the Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minority subcontractors, 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.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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

This contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. For each renewal period of this solicitation, after the original three year contract period, a negotiated annual price increase of up to five percent (5%) will be allowed by the department. If the department and contractor are in agreement, the Contractor will be required to submit a letter to the department stating the new price agreed upon. 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 the State shall 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 Participation

In keeping with the One Florida Initiative, the Department of Health encourages minority business 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 minority or for names of existing certified minorities 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 VIII and IX.

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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT I
ITN QUESTIONNAIRE

- 1) **Introduction (2 page limit) (4.26.1)** How does the respondent understand the problem of nitrogen from onsite sewage treatment systems, including pretreatment approaches, environmental fate and transport, and modeling?
- 2) **Company Background (2 page limit) (4.26.2)** Does the history of the respondent, including the number of years in operation relevant to the project, and the organizational structure of the respondent, provide assurance that respondent is capable to perform work?
- 3) **Willingness to meet time and budget constraints (4.26.3)** Is the respondent willing to complete the first phase of the project by June 30, 2009 and within a budget of \$1,000,000.00, and the complete project within three years within a budget of \$5,000,000? Is the respondent willing to perform all tasks or a subset of tasks?
- 4) **Description of Approach to Performing Tasks Required by Section 4.4 (4.26.4) (6 page limit) How well does the respondent address the following issues:**
 - a) Task A. Approach to prioritizing of technologies
 - b) Task B. Approach to field testing of technologies at actual home sites and cost documentation.
 - c) Task C. Approach to evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems
 - d) Task D. Approach to simplified modeling of nitrogen fate and transport
- 5) **Qualifications/ Organizational Capacity (Attachment VI) (4.27.1)**
 - a) To what extent does the respondent or its proposed subcontractors have the qualifications and staff to perform the work? What personnel will provide the technical services; include the main non-administrative employees who will be responsible for the implementation of the contract resulting from this ITN. Are the qualifications of staff appropriate to the tasks assigned to them in regards to characterization of onsite technology, performance monitoring of OSTDS, evaluation of nitrogen fate and transport in soil and shallow groundwater, and modeling of nitrogen fate and transport?
 - b) How similar are the projects that the respondent has performed to the one proposed in regard to the methodology that the respondent intends to use? How successful have these projects been (definitive results, guidance for decision making)?
 - c) What additional benefits can the respondent provide that have not been included so far, such as but not limited to, partnering with other organizations, leveraging of funds?
- 6) **Description of Project and Workload Management (4 page limit) (4.27.2)** Does the organization of the project ensure that all necessary skills are present and managed effectively (refer to organization chart submitted as part of Attachment VI)? How will the management methods outlined allow keeping costs and scheduling under control, maintaining qualified staffing, track project progress, and assuring the quality of gathered data and their management. What types of corrective actions are foreseen to address problems? Is there potential for conflicts of interests resulting from treatment systems eligible for assessment having been designed, installed, constructed or maintained by the respondent, a proposed subcontractor or related company, and how will this be addressed?
- 7) **Past Performance References (4.9)** How well do the reports of past performance reflect upon the respondent on average? (Past performance for three clients shall be rated according to Attachment II and averaged. Where past performance cannot be determined it shall be given a rating of 5)
- 8) **Subcontractor Documentation (4.27.2)** Are proposed subcontracts documented by a 1-page letter on subcontractor letterhead, identifying the solicitation number, project title, and prime contractor with whom the firm intends to subcontract, or the subcontract? Failure to submit such documentation from an intended subcontractor shall result in the disallowance of the qualifications and experience of the subcontractor from consideration in the evaluations process.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT II
EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

Respondents Name:	
Client's Name:	
Contact Person:	
Reviewer Code:	
Date:	
The following questions will be asked of client references chosen at the discretion of the department:	
1. Briefly describe the work the contractor performed for your company.	
2. Did the Contractor respond in a timely manner and/or adhere to the agreed upon schedule? Yes = 2; Several resolved problems=1; No = 0	
3. Did the contractor provide an adequate number of personnel to accomplish the delivery for each submittal period? Yes = 2; Several resolved problems=1; No = 0	
4. Were the contractor's personnel knowledgeable, coordinated and efficient? Yes = 2; Several resolved problems=1; No = 0	
5. Were the contractor's reports and invoices accurate, well documented and submitted within the agreed upon terms? Yes = 2; Several resolved problems=1; No = 0	
6. Was the contractor's work complete and professionally accurate? Yes = 2; Several resolved problems=1; No = 0	
7. Was the work scope completed within an agreed upon price or at a cost that you consider reasonable? Yes = 2; Several resolved problems=1; No = 0	
8. Would you use this contractor again? Yes = 2; No = 0.	
Total Points (14)	

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT III
PROPOSAL EVALUATION CRITERIA WORKSHEET

Responder Name: _____

Evaluator Name: _____ Date: _____

This sheet will be used by evaluators to assign scores to all written proposals. Evaluators will judge the presence and quality of each response in assigning a score (see Attachment I for questions). The scores range from the highest score representing an excellent response to a zero representing no response. The higher the score the better is the response. The score is then converted to a rank, with 1 being the best respondent.

ITN Questionnaire Question Number	Point Value	Points Awarded
1. Introduction (4.26.1)	0 - 4	
2. Company Background (4.26.2) [non-compliance with the certifications given in Attachment V will result in disqualification]	0 - 4	
3. Willingness to meet time and budget constraints (4.26.3)	0 - 8	
4. Description of Approach to Performing Tasks Required by Section 4.4 (4.26.4) (5 page limit) Task A. Prioritizing of technologies for testing Task B. Field testing of technologies at actual home sites and cost documentation Task C. Evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems Task D. Development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems	0 - 8 0 - 10 0 - 10 0 - 8	
5. Qualifications/ Organizational Capacity (Attachment VI) (4.27.1) a) qualification of staff b) relevance of past projects c) additional benefits	0 - 8 0 - 8 0 - 6	
6. Description of Project and Workload Management (4.27.2) (4 page limit) a) organization and assignment of staff b) project and quality management c) potential for conflicts of interests	0 - 4 0 - 4 0 - 4	
7. Past Performance references (4.9) (average of three, according to Attachment II)	0 - 14	
8. Subcontractor Documentation (5.7)	yes/no	
Score without item 4	64	
Total	100	
	POSSIBLE	AWARDED

Proposals with the same score will receive their average rank, e.g. two proposals tied for first and second place will both receive a ranking of 1.5.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT IV
CONTRACT INVOICE

Request for Payment -INVOICE NUMBER:			Fixed-Fee Payment																																																																			
Provider Name and Address			Period Covered by this Invoice: From _____ To _____																																																																			
6.3.1.1 CONTRACT TITLE:			CONTRACT NUMBER:																																																																			
A. Budget Summary <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Line Items</th> <th style="width: 20%;">Original Amount</th> <th style="width: 10%;">Revised Amount</th> <th style="width: 10%;">Date:</th> </tr> </thead> <tbody> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td><td></td><td></td></tr> </tbody> </table>			Line Items	Original Amount	Revised Amount	Date:	_____	\$			_____	\$			_____	\$			_____	\$			_____	\$			_____	\$			_____	\$			_____	\$			B. Request for Payment <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Request This Report</th> <th style="width: 50%;">Payments Year to Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td><td style="text-align: right;">\$</td></tr> </tbody> </table>		Request This Report	Payments Year to Date	_____	_____	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	C. Contract Balance <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>_____</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;">\$</td></tr> </tbody> </table>	_____	\$	\$	\$	\$	\$	\$	\$	\$
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Amount of Funds Requested			\$ _____																																																																			

I hereby certify that the above report is a true and correct reflection of this period's activities, as stipulated by this contract.

SIGNATURE OF PROVIDER AGENCY OFFICIAL

TITLE: _____
DATE: _____
Telephone: _____

Approved for Payment:
I certify that the contract deliverables have been received and meet the terms and conditions of the contract.

CONTRACT MANAGER

CONTRACT MANAGER'S SUPERVISOR
Phone No: _____ Date: _____

Summary of Payments	
Total Contract Amount	\$ _____
Funds Previously Requested	\$ _____
Contract Balance	\$ _____
LISTING OF ATTACHMENTS:	
Type of Request:	
_____ Regular	
_____ Final	

ATTACHMENT V
REQUIRED CERTIFICATION FORM

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it will comply with all the terms and conditions specified in the ITN and contained in the Standard Contract or Purchase Order attached. (Attachments IX and X)

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 Vendor to the provisions of this proposal or offer. I also certify that my company, its employees, and its principals, are not in the business of manufacturing technologies such as the ones proposed to be prioritized and tested in Tasks A and B in the description of work.

Signature of Authorized Official*

Date

STATEMENT OF COMPLIANCE WITH 381.0065 (3)(j) F.S. (RRAC AND TRAP COMMITTEES)

I hereby certify that neither my organization nor any of its subcontractors, parent company(ies), employees, or other affiliates is currently serving on the RRAC and TRAP committees as prohibited by 381.0065 (3)(j), Florida Statutes.

Signature of Authorized Official*

Date

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

ATTACHMENT VI
ONSITE SEWAGE CONSULTANT QUALIFICATIONS

PURPOSE

The Bureau of Onsite Sewage Programs uses this document to obtain information about professional qualifications from respondents responding to an Invitation-to-Negotiate. Evaluation criteria for respondents include professional qualifications.

The information used to evaluate respondents is from this form, which has been modified from the federal form SF330, and other sources, including performance evaluations, any additional data requested by the agency, presentations by, and interviews with the most highly qualified firms and their references.

DEFINITIONS

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

Onsite Sewage Consulting: public or private entities that have experience in onsite sewage treatment and disposal systems in Florida

**COMPLETE THE FORM STARTING ON THE NEXT PAGE AND
RETURN WITH YOUR PROPOSAL.**

ONSITE SEWAGE CONSULTANT QUALIFICATIONS

CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE:
2. AGENCY: Department of Health
3. SOLICITATION OR PROJECT NUMBER:

B. ONSITE SEWAGE CONSULTANT POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. Firm Name	10. Address	11. Role in this Contract
	Prime	J-V partner	Subcon-tractor			
a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> check if branch office		
b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
c	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
d	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
e	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
f	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

12. NAME:

13. ROLE IN THIS CONTRACT:

14a. YEARS EXPERIENCE - TOTAL:

14b. YEARS EXPERIENCE - WITH CURRENT FIRM:

15. FIRM NAME AND LOCATION (*City and State*):

16. EDUCATION (*DEGREE AND SPECIALIZATION*):

17. CURRENT PROFESSIONAL REGISTRATION (*STATE AND DISCIPLINE*):

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*):

19. Relevant Projects		
a	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> check if project performed with current firm	
b	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> check if project performed with current firm	
c	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> check if project performed with current firm	
d	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> check if project performed with current firm	
e	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 3 projects, if not specified. Complete one Section F for each project.)

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

20. EXAMPLE PROJECT KEY NUMBER:

21. TITLE AND LOCATION (*City and State*):

22. YEAR COMPLETED:

23a. PROJECT OWNER:

23b. POINT OF CONTACT NAME:

23c. POINT OF CONTACT TELEPHONE NUMBER:

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, and cost*):

25. Firms from Section C Involved in this Project			
a	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
b	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
c	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
d	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
e	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)								
		1	2	3	4	5	6	7	8	9

28. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

3		8	
4		9	
5			

H. ADDITIONAL INFORMATION

29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

- a. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
- b. Type of Ownership. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
- c. Small Business Type (See definitions in Attachment VII)

Yes	No	Category
<input type="checkbox"/>	<input type="checkbox"/>	Certified minority business enterprise as defined in Section 288.703, Florida Statutes
<input type="checkbox"/>	<input type="checkbox"/>	Minority non-profit organization or minority business enterprise but not a certified minority business enterprise
<input type="checkbox"/>	<input type="checkbox"/>	Other Small Business

- d. Additional benefits that the offeror can provide, such as but not limited to a history of projects in this area, partnering with other organizations, and leveraging of funds

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

30. SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

31. DATE SIGNED:

32. NAME AND TITLE OF SIGNER:

INSTRUCTIONS FOR COMPLETING THE CONSULTANT QUALIFICATIONS FORM

Section A. Solicitation Information

1. Title: Enter the title of the Solicitation for which this form is being submitted, exactly as shown in the Invitation-to-Negotiate.
2. Agency: Enter the agency (Department of Health)
3. Solicitation Number: Enter the Invitation-to-Negotiate, if applicable, exactly as shown in the public announcement.

Section B. Onsite Sewage Consultant Point of Contact

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number, and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team

- 9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract

Complete this section for each key person who will participate in this contract. Group by entity, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city, and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. Current Professional Registration. Provide information on current relevant professional registration(s) in Florida, a State or possession of the United States, Puerto Rico, or the District of Columbia.
18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.
21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
22. Year Completed. Enter the year the services were completed (such as onsite sewage treatment and disposal system assessment, soil and ground water monitoring, decentralized wastewater management, project coordination). If any of the services projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. Point of Contract Telephone Number. Self-explanatory.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- 24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
- 25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

- 26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.
- 28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.
- 29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL below (From Section E, key number for Block 12) "X"	27. ROLE IN THIS CONTRACT (From Section E, key number for Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F Fill in "Example Projects Key" section before completing table. participation in same or similar role. Place under project
---	--	---

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	x		x							
Joseph B. Williams	Chief Mech. Engineer	x	x	x	x						
Tara C. Donovan	Chief Elec. Engineer	x	x		x						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	3	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	4	Founder's Museum, Newport, RI

Section H. Additional Information.

30. Use this section to provide additional information specifically requested or to address selection criteria that are not covered by the information provided in Sections A-G.
- a. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
 - b. Type of Ownership. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
 - c. Small Business Type (See definitions in Attachment VII)

Yes	No	Category
<input type="checkbox"/>	<input type="checkbox"/>	Certified minority business enterprise as defined in Section 288.703, Florida Statutes
<input type="checkbox"/>	<input type="checkbox"/>	Minority non-profit organization or minority business enterprise but not a certified minority business enterprise
<input type="checkbox"/>	<input type="checkbox"/>	Other Small Business

- d. Additional benefits that the offeror can provide, such as but not limited to partnering with other organizations, and leveraging of funds

Section I. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.
33. Name and Title. Self-explanatory.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT VII
 DEPARTMENT OF HEALTH REPORTING OF
 MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES

PLEASE COMPLETE AND REMIT THIS REPORT WITH EACH INVOICE/REQUEST FOR PAYMENT SENT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ TO: _____

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE CERTIFIED MINORITY BUSINESS ENTERPRISES AS DEFINED IN SECTION 288.703, FLORIDA STATUTES

<u>CMBE SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S CMBE NUMBER</u>	<u>PERIOD EXPENDITURES</u>

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE MINORITY NON-PROFIT ORGANIZATIONS OR MINORITY BUSINESS ENTERPRISES BUT ARE NOT A CERTIFIED MINORITY BUSINESS ENTERPRISES

<u>NON-CMBE SUBCONTRACTOR/ NON- PROFIT ORGANIZATION NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>PERIOD EXPENDITURES</u>

DOH USE ONLY
REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
 SEND COMPLETED FORMS THROUGH INTEROFFICE MAIL TO: JODI BAILEY, MBE
 COORDINATOR, BUREAU OF GENERAL SERVICES, BIN NUMBER B06, TALLAHASSEE, FL.
 32399-1734

I. DEFINITIONS:

MINORITY PERSON MEANS A LAWFUL, PERMANENT RESIDENT OF FLORIDA WHO IS:

- (A) **AN AFRICAN AMERICAN**, A PERSON HAVING ORIGINS IN ANY OF THE RACIAL GROUPS OF THE AFRICAN DIASPORA.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

- (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**.

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.

CERTIFIED MINORITY BUSINESS ENTERPRISE 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).

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

- 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 CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER THE CMBE SUBCONTRACTOR'S NAME.
 - 2. ENTER THE SUBCONTRACTOR'S CMBE NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER IF THEY ARE CERTIFIED.
 - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- E) ENTER MINORITY NON-PROFIT ORGANIZATION EXPENDITURES OR NON-CERTIFIED MINORITY EXPENDITURES:
 - 1. ENTER THE NON-PROFIT ORGANIZATION OR NON-CMBE SUBCONTRACTOR NAME AS IT APPEARS ON YOUR DOH CONTRACT.
 - 2. ENTER THE SUBCONTRACTOR'S FEID NUMBER OR SOCIAL SECURITY NUMBER.
 - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- F) ENCLOSE THIS FORM WITH YOUR INVOICE AND SEND TO YOUR DOH CONTRACT MANAGER

ATTACHMENT VIII
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.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

modification of the terms of this agreement. The provisions herein do not limit the department's right to remedies at law or to damages.

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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

ATTACHMENT IX
STANDARD CONTRACT

CFDA No. _____
CSFA No. _____

Client Non-Client
Multi-County

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

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. 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.

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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.

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. 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 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 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 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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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. PRIDE

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 (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or (800) 848-3792, 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

ITN DOH 08-026
FLORIDA ONSITE SEWAGE NITROGEN REDUCTION STRATEGIES

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID # (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

ATTACHMENT X
REFERENCE FORM
DOH 08-026

Bidder's Name: _____

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 X, Reference Form of this ITN to provide the required reference information. The department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative