

**DISC Village, Inc.**  
**Date: June 4, 2015**

**Solicitation No. 2015-001**  
**Substance Abuse and Alcohol Testing Services**

**ALL VENDORS:**

This "REQUEST FOR PROPOSAL" solicitation is for consumer urinalysis, oral or other substance abuse and alcohol testing. In order for your proposal to be considered it must be correctly completed and returned clearly displaying the vendor name and solicitation number by **2:00P.M. June 24, 2015**.

**I. INTRODUCTION:**

**BACKGROUND:**

DISC Village is a non-profit 501C-3 corporation that has been in operation for over 40 years and is one of the largest and most comprehensive prevention, intervention, and treatment agencies in Florida. Through the years, DISC Village has become recognized as a leader in the state for initiating, managing, and coordinating delinquency and substance abuse prevention/intervention programs in Northwest Florida.

DISC Village has contracts with state and federal agencies while also relying of private sector funds to provide substance abuse treatment for juveniles and adults with substance abuse and co-occurring disorders. Our offices expand from Madison County to Escambia County and as far south as Taylor County.

**PURPOSE:**

The purpose of this Request for Proposal (RFP) is to obtain competitive bids or proposals for Consumer Urinalysis/Oral or other substance abuse and alcohol testing. It is the goal of this RFP to identify a single vendor and execute a contract to administer and provide the outlined services in **Attachment A, Scope of Work**. Upon selection and award, a contract will be issued to furnish all services, supplies, materials and/or other requirements to perform Consumer Urinalysis/Oral or other substance abuse and alcohol testing.

**COMPETITIVE PROPOSAL:**

It has been determined that this solicitation will be offered as a RFP because the use of competitive bidding is in the best interest of DISC Village and will provide the open competition for the purpose of providing the best service at the best cost to DISC Village. The use of a competitive proposal is necessary to:

1. Afford offers' an opportunity to revise their proposals through best and final offers; or
2. Compare the different price, quality and contractual factors of the proposals submitted; or
3. Award a single contract to a single vendor in which price is not the determining factor.

**CONTRACT PERIOD:**

The awarded Vendor contract shall be for a specific period **of up to four (4) years beginning on July 1, 2015**. The contract may be renewed annually thereafter upon written consent from both parties.

**CALENDAR OF EVENTS:**

The following dates apply to this RFP. Vendors are advised that these dates may change due to unplanned events during the bid proposal and award process.

<b>Activity</b>	<b>Due Date</b>
RFP Available to Vendors	June 4, 2015
Questions Due	June 12, 2015
Proposals Due	June 24, 2015
Proposal Evaluation	June 26, 2015
Contract Award	July 1, 2015

**DESIGNATED CONTACT:**

All requests, questions, or other communications about this RFP shall be made in writing to DISC Village's Contract Manager no later than the date listed in CALENDAR OF EVENTS. To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**II. SERVICES:****OVERVIEW and STATEMENT OF NEED:**

The prospective Vendor shall provide all necessary labor, materials, supplies, and shipping/freight to administer and complete the outlined Scope of Work. The awarded contract will require the Vendor to cooperate with DISC Village and to insure that DISC Village receives the most current state-of-the-art, confidential, accurate and exceptional Consumer Urinalysis/Oral or other substance abuse and alcohol testing services.

**BACKGROUND:**

DISC Village currently contracts with multiple sources for the outlined services of Consumer Urinalysis/Oral or other substance abuse and alcohol testing. It is in DISC Village best interests to establish a single contract with a single vendor to provide comprehensive services associated with urinalysis screening/testing for its Consumer population. The average annual request for substance abuse and alcohol testing is estimated at a minimum of 5000 unduplicated clients per year. However, each client could be, as needed or requested, tested multiple times. DISC Village cannot confirm the exact number or volume due to necessity and clients. Testing services covers five different DISC Village services locations located in the Northwest Panhandle of Florida.

**DETAILED REQUIREMENTS:**

The technical requirements of this RFP are stated in **Attachment A, Scope of Work**. Vendors must provide best and final pricing for the items listed in the Excel Spreadsheet, **Appendix B, Proposal Pricing Form**.

**Special Provisions:**

All items marked as "must" "shall" or "will" are mandatory within the RFP and must be included with the package, otherwise the proposal may be disqualified. In addition, based upon the sample(s) submitted with the package, any vendor neither willing to nor capable of meeting DISC Village's needs/requirements the format and/or content of the requested forms, reports, invoice, or other supplies, as evidenced by their submission, may have their proposal disqualified.

It is mandatory that each bidder must include within its package a copy of the current license from any of the following:

Florida State Board of Health, if an out of state company, the resident state's board of health/licensing agency, and/or the Federal Clinical Laboratories Improvement Act (CLIA) Interstate license.

It is mandatory that each company include within its proposal, proof of two years' experience in testing humans for drug screen programs **Attachment C, Vendor References**. These references will include the name of at least one company/organization for which your company has processed at least 10,000 specimens for urine substance abuse tests per year. Also include their addresses, contact persons and phone numbers and list the number of urine substance abuse tests your company has conducted for each - per year.

**III. RESPONSE FORMAT:****INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP. A proposal may be rejected if it is incomplete or conditional.

**PROPOSAL RESPONSE:**

The Request for Proposal contains attached documents for use by the vendor in submitting its proposal. The documents required by this solicitation shall be considered mandatory, prevailing documents.

When completing the documents, the documents shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price excluding zero quantity items. Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

**NON-CONFORMING PROPOSALS:**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely with DISC Village.

**CONCISE PROPOSALS:**

It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DISC Village is only interested in the quality and responsiveness of the proposal.

**COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with DISC Village, Inc.

**TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**DISCOUNT:**

Vendors are invited to offer in their proposal value added discounts. All discounts should be computed and incorporated into the total proposal price(s) and outlined accordingly.

**SAMPLES OR BROCHURES:**

Samples or brochures may be submitted, however will not be used for evaluation purposes. Brochures shall be for informational purposes and permit DISC Village to compare and determine if the item offered complies with the intent of the specifications outlined in this RFP.

**ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS:**

By submitting a proposal to this RFP, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself and understands all conditions and limitations. Completion of **Attachment D, Proposal Signature Form** is required to be submitted with your proposal.

**SUBMISSION OF PROPOSAL:**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DISC Village reserves the right to reject any non-responsive or non-conforming proposals. It is

DISC Village's option to have all proposals sent electronically to [agrissom@discvillage.com](mailto:agrissom@discvillage.com) and [discinfo@discvillage.com](mailto:discinfo@discvillage.com) and one proposal with original signatures via mail. Should a Vendor submit a proposal via mail only, each mailed proposal must be submitted with 2 paper copies and 1 electronic copy on CD or DVD media disk. One of the copies must be marked "Master Copy" and must contain original signatures in all locations requiring a signature. The remaining copies do not require original signatures. The electronic submission and CD/ DVD or media disk must be in Word, Excel or PDF. Any documents in Excel format **must be** unlocked and unprotected.

Any proposal submitted by US Mail shall be sent by either certified or registered mail with signature required as stated in the Calendar of Events for tracking purposes. Any proposal received after the due date may not be considered and may be discarded or returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

DISC Village reserves the right to award the proposed contract to multiple Vendors if determined that such an award is in the best interest of DISC Village.

Mailed copies must be sent to:

DISC Village, Inc.  
Attention Amy Grissom  
3333 West Pensacola Street  
Tallahassee, FL 32304

**PROPOSAL PRICE EXPIRATION DATE:**

Prices quoted in the proposal shall remain fixed and binding on the bidder for a minimum of 180 days. DISC Village reserves the right to ask for an extension of time if needed.

**WITHDRAWAL OF PROPOSALS:**

A Vendor may withdraw its proposal as long as it is prior to the proposal evaluation dates as specified in the Calendar of Events.

**PROPOSAL MODIFICATIONS:**

Any changes, amendments or modifications to a submitted proposal are not allowed unless requested by DISC Village. Vendor changes, amendments or modifications to proposals shall not be accepted or considered after the evaluation of proposals has begun.

**LATE PROPOSALS:**

Proposals received after the specified date and time will not be accepted or considered. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**ADDENDA TO THE RFP:**

If it becomes necessary to revise any part of this RFP, revisions will be posted at [www.discvillage.com/Press](http://www.discvillage.com/Press). By submitting an offer to DISC Village, all vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to this RFP.

**INCURRED EXPENSES:**

DISC Village will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**DISCREPANCIES AND OMISSIONS:**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify DISC Village designated contact, in writing, of such findings prior to evaluation of proposal date as noted in the CALENDAR OF EVENTS. This will allow issuance of any necessary addenda. It will also help prevent the evaluation of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

**EXCEPTIONS:**

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by submitting all exceptions in writing prior to the due date of questions to RFP as noted in the **CALENDAR OF EVENTS**. All exceptions must be clearly listed with documentation as to why the Vendor cannot agree and alternatives to the requirement. Exceptions listed elsewhere in a Vendors proposal will not be considered. DISC Village will evaluate each exception according to the intent of the terms and conditions contained herein, but at the discretion of DISC Village, reject exceptions that do not conform to the best interests of DISC Village. Exceptions shall be considered only if they are submitted prior to the proposal due date as noted in the CALENDAR OF EVENTS.

**DOCUMENT(S) EXECUTION:**

The awarded vendor will be presented with a contract for goods and services upon award notification. The contract shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with DISC Village no later than July 2, 2015.

To complete the execution of the contract, the awarded vendor shall submit all required deliverables outlined in the contract. Any questions regarding the submission of the contract deliverables shall be submitted to DISC Village Contract Manager.

**SUBCONTRACTS:**

Subcontracting shall not be permitted for completion of services unless written approval has been received by DISC Village prior to subcontracting services commencing.

**CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than DISC Village Evaluation team. There shall be no disclosure of any vendor's information to a competing vendor prior to award of a contract.

**CONFIDENTIAL INFORMATION**

Should a Vendor feel that any information is confidential or proprietary, it will be the Vendor(s) responsibility to ensure that all measures are taken to ensure any information in their proposal is protected and is not to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must take all precautions necessary. DISC Village is not responsible for information that is confidential or proprietary and is not specifically stated as such. For all confidential and proprietary information, Vendors must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must include documentation describing the contents/documents in the envelope, representing in good faith that the information in each document is confidential or proprietary and not "public record" as defined by Chapter 119, Florida Statutes, and briefly stating the reasons that each document meets the said definition.

#### IV. PROPOSAL EVALUATION PROCEDURES:

##### GENERAL ADMINISTRATION:

1. **RIGHT TO REJECT PROPOSALS:**

DISC Village reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to DISC Village. Vendors submitting proposals may be afforded an opportunity for discussion. DISC Village does not anticipate on negotiations or requesting best and final offers. Vendors who submit proposals should submit all documents, costs and applicable information to complete services as best and final to be reasonably or likely to be selected for award and contract. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the RFP process.

2. **RIGHT TO CANCEL SOLICITATION:**

DISC Village reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DISC Village makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

3. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of an awarded Vendor is to begin any work prior to execution of a contract or purchase order signed by authorized representatives of DISC Village and awarded Vendor.

4. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of DISC Village shall be final and binding.

5. **RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:**

DISC Village shall award a contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal. DISC Village reserves the right to:

- a. Reject individual proposals based upon the following:
  - i. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - ii. It is unacceptable;
  - iii. The proposed price is unreasonable; or
  - iv. It is otherwise not advantageous to DISC Village.
- b. Vendor's whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- c. Responsibility of Vendor. It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - i. The Vendor's financial, physical, personnel or other resources, including subcontracts;
  - ii. The Vendor's record of performance and integrity;
  - iii. Any record regarding any suspension or debarment;
  - iv. Whether the Vendor is qualified legally to contract with DISC Village;
  - v. Whether the Vendor supplied all necessary information concerning its responsibility; and
  - vi. Any other specific criteria DISC Village may establish necessary.
- d. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.

DISC Village reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**PROPOSAL EVALUATION COMMITTEE:**

At the discretion and selection of DISC Village, a proposal evaluation committee may be established to review, evaluate and make recommendations on proposals and potential award. In the event a committee is established, it shall be comprised of representatives of DISC Village. It will be the obligation of the committee and DISC Village to ensure the procurement policies and procedures are followed.

The Committee reserves the right to:

1. Select for contract or for negotiations a proposal other than that with lowest costs.
2. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
3. Waive or modify any information, irregularity, or inconsistency in proposals received.
4. Request modification to proposals from any or all vendors during the contract review and negotiation.
5. Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

**REQUIREMENTS OF THE VENDOR:**

The purpose of this section is to assist DISC Village and the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

1. Brief history of the organizations, including accreditation status, if applicable.
2. Vendor’s experience, if any, providing similar services. At least three references are required.
3. Experience of the Service Technicians.
4. Describe the methodology/approach used for completing services including details of required service and turnaround time.

The bidder should take special care to address all items under criteria and scoring section below.

**CRITERIA AND SCORING:**

Evaluation Criteria	Requirement	Points
1	Brief history of the organization	5
2	Vendor’s experience	10
3	Experience of the Service Technicians	10
4	Methodology/approach used for completing services as outlined in the Scope of Work	20
5	The vendors detailed approach and plans to perform the services required by the scope of work in the RFP	25
6	Price	25
7	Completion of all Attachments to RFP	Pass/Fail
8	Vendor References	Pass/Fail

Each proposal will be able to achieve the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposals response. Items with qualitative answers will receive the average of points assigned.

**REFERENCES:**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

**PRESENTATIONS:**

Selected vendors may be invited to make presentations. The vendor representative(s) presenting shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted are the vendor's responsibility.

**V. CONTRACTUAL TERMS AND CONDITIONS**

**INTERPRETATION OF ESTIMATES/QUANTITIES:**

1. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. DISC Village, at its discretion, may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
2. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price or overall contract price.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

**EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

**PRICES QUOTED:**

The prices quoted are those for which the services outlined in the Scope of Work will be completed and furnished to DISC Village and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products or services under this contract shall maintain the prices as contractually accepted on their core list. Vendors shall routinely offer to add to the core list that has been identified as necessary, but shall not remove any core listed product or service without 90 days prior written acceptance of DISC Village.

**INVOICING**

Due to review, communications, and other requirements upon DISC Village terms for invoicing shall be set at a minimum of 60 days from date DISC Village receives a Vendor invoice.

**PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

DISC Village is a private non-profit agency as defined by state law and are not subject to the State of Florida Public Records or other procurement laws. Vendor(s) are advised that once a proposal is received by DISC Village and a decision on contract award is made, its contents can become public

record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

**LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, County and City/Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless DISC Village, thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

**PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

**PATENTED DEVICES, MATERIAL AND PROCESSES:**

The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall hold and save harmless DISC Village from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**TAX EXEMPTION:**

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted to complete the services outlined in the Scope of Work including shipping or other services.

**EQUALITY OF EMPLOYMENT OPPORTUNITY:**

During the performance of any contract for public works financed in whole or in part by appropriation of DISC Village, the Vendor agrees it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

**PRICES:**

Prices and/or rates shall remain firm for the initial two (2) year term of the contract.

**PRICE ADJUSTMENT:**

The first two years of the contract term will be fixed prices and will not be altered. After the first two years of the contract term, the Vendor is not prohibited from offering and DISC Village is not prohibited from requesting a price reduction on its services or materiel offered under the contract. If agreement is reached to extend this contract beyond the initial contract term period, Vendor and DISC Village shall have the option of negotiating price adjustments that shall not exceed **3%** of the current contract costs. Any increase/decrease shall be reflected for the remaining term of the contract.

**SHIPPING TERMS:**

All materials, supplies, shipping, freight or other supply costs will be prepaid and at no cost to DISC Village.

**MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum

coverage limits specified below. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.

- a. Comprehensive General Liability - \$1,000,000.00 per incident /\$3,000,000 aggregate;
  - b. Product Liability - \$1,000,000.00 per incident / \$3,000,000 aggregate; and
  - c. Errors and Omissions Liability - \$1,000,000.00 per incident/\$3,000,000.00 aggregate.
2. DISC Village named on each policy as additional policy holder is required.

**BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish DISC Village with proof of ability to conduct business in the state of Florida. Failure to comply with the State of Florida licensing requirements may subject your organization to applicable fines and/or interest penalties.

**INDEMNIFICATION:**

1. **General Indemnification:**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless DISC Village, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor its agents and employees" performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

2. **Proprietary Rights Indemnification:**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against DISC Village, DISC Village shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify DISC Village against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for DISC Village to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DISC Village agrees to and accepts in writing.

**NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, DISC Village may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

**FORCE MAJEURE:**

Neither the vendor nor DISC Village shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual results and usage. This information is essential in order to update the contents of the contract if required. The integrity of future contract renewals revolves around the ability to convey accurate and realistic information. For contractual purposes, monthly reports will be due by the Vendor and will also be available electronically.

DISC Village also requires all outcomes of services to be made readily available to DISC Village in a format or database as agreed upon by both parties. Usage, exceptional, positive results, and other reports will be required contractually of a Vendor.

**ORDERING PROCEDURE AND BILLING:**

All requests for testing goods and services and billing shall be in accordance with **Attachment A, Scope of Work**.

**VENDOR RESPONSIBILITY:**

DISC Village will enter into a contract with a successful Vendor and the successful Vendor shall be responsible for all goods, products and services as required by this RFP.

**PERSONNEL/EQUIPMENT/SERVICES:**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of DISC Village.

**TERMINATION OF CONTRACT:**

1. **Termination for Cause** - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of the Contract, DISC Village shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of DISC Village, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DISC Village.
2. **Termination for Convenience:** DISC Village may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DISC Village, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

**INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

**PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. DISC Village shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that DISC Village agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for DISC Village's support shall be given in the publication.

**RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by DISC Village Chief Financial Officer, and all internal purchasing procedures have been complied with. A blanket or separate purchase order shall be issued for work.

**AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to DISC Village, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of DISC Village or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to DISC Village for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between DISC Village and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

**AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and DISC Village.

**SUBCONTRACTS:**

Subcontracting is not permitted under this contract without the written approval by DISC Village prior to subcontracting services commencing.

**ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from DISC Village.