



Florida Department of Environmental Protection SOLICITATION ACKNOWLEDGEMENT FORM

Invitation To Negotiate (ITN)

Commodities Contractual Services

PAGE 1 OF 109	SUBMIT REPLY TO:	Bureau of General Services - Procurement Section
ISSUE DATE: March 18, 2019		Florida Department of Environmental Protection
		3800 Commonwealth Blvd, MS93
		Tallahassee, Florida 32399-3000

SOLICITATION TITLE: Park Business System	SOLICITATION NO.: ITN 2019001
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REPLIES ARE DUE: 7/22/2019 at 3:00 PM
REPLIES WILL BE OPENED: 7/23/2019 at 10:00 AM

REPLIES MUST BE VALID FOR A PERIOD OF: **180** Days

VENDOR NAME:	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
VENDOR CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	*AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	

TYPE OF BUSINESS ENTITY (CORPORATION, LLC, PARTNERSHIP, ETC.):	
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I certify that the material terms and the proposed prices contained in this response to this Request for Reply (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this ITN. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this ITN, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this ITN for the Respondent and that the Respondent is in compliance with all requirements of this ITN; including, but not limited to, the certification requirements contained in this ITN as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders' final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the ITN and any contract arising there from.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the ITN schedule.

PRIMARY CONTACT:		SECONDARY CONTACT:	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:		Email Address:	

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Section 1.00 INTRODUCTION

1.01 Purpose and Scope.

The Department of Environmental Protection (hereinafter referred to as the “Department” and/or “DEP”) is seeking offers from qualified vendors to provide a Park Business System (PBS), that includes both the implementation and ongoing operation, including maintenance and management, of a comprehensive integrated technology solution for park business needs (Solution). This Solution should include, at a minimum, a Central Reservation System (CRS) capable of supporting online, in-person, and call center reservations for multiple locations statewide on a 24/7 basis, and a day-use Point of Sale system (POS) capable of supporting over \$70 million, with the capacity for growth, in financial transactions on an annual basis.

During Fiscal Year 2017-2018, Florida State Parks had over 28 million visitors and generated over \$66 million in revenue, which accounts for approximately 780,000 financial transactions per year. Revenue collected by the Division of Recreation and Parks is generated from a variety of sources including online reservations for overnight accommodations (e.g., camping and cabin rentals), admission fees collected at staffed entrances, sales of merchandise, annual passes, tours, and self-service transactions from unattended Honor Boxes.

1.02 Timeline of Events

The following schedule will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to make adjustments to this schedule and will notify participants in the Solicitation by posting an addendum on the Vendor Bid System (VBS). It is the responsibility of the Respondent to check VBS on a regular basis for such updates.

Event	Date	Time (ET)	Location/Method
ITN Advertised	March 18, 2019		Vendor Bid System
Mandatory Pre-Reply Conference	April 8, 2019	2:00 PM	Conference Room 170 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Pre-Reply Conference Addendum, on or about	April 9, 2019		Vendor Bid System
Vendor Questions Due	April 29, 2019	3:00 PM	Email to Procurement Officer
Questions & Answers Addendum, on or about	May 20, 2019		Vendor Bid System
Vendor’s Minimum Mandatory System Requirements Response Form Due	June 3, 2019	3:00 PM	Mail to Department: ITN 2019001- Minimum Mandatory System Requirements Response Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening - Minimum Mandatory System Requirements Response Form	June 4, 2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000

Post Notice of Qualification, on or about	June 4, 2019		Vendor Bid System
Vendor Replies Due	July 22, 2019	3:00 PM	Mail to Department: ITN 2019001 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening - Vendor Replies	July 23, 2019	10:00 AM	Conference Room 153 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Vendor References Contacted	July 29 - August 2, 2019		By Phone by Department
Post Notice of Negotiation Decision, on or about	September 24, 2019		Vendor Bid System
Pre-Negotiation Site Visit	October 2, 2019	TBD	Wekiwa Springs State Park 1800 Wekiwa Cir. Apopka, FL 32712
Negotiations	October 14, 2019	TBD	Negotiations will be conducted in person in Tallahassee, FL
Best and Final Offers Due (BAFO)	November 27, 2019	10:00 AM	Email to Procurement Officer
Award Recommendation Meeting	December 16, 2019	10:00 AM	Conference Room 170 3800 Commonwealth Blvd Tallahassee, Florida 32399-3000
Intent to Award, on or about	December 17, 2019		Vendor Bid System

***All times referenced in this solicitation are local time in Tallahassee, Florida**

1.03 Procurement Officer.

Gloriann McInnis, FCCN, FCCM
Bureau of General Services – Procurement Section
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Email: Gloriann.McInnis@dep.state.fl.us

Pursuant to section 287.057(23), F.S., and the PUR 1001, the **Procurement Officer is the sole point of contact** from the date of release of this ITN until the Contract award is made. Violation of this provision may be grounds for rejecting a Bid.

The Procurement Officer designates *Belinda Croft* as an alternate Procurement Officer for this solicitation when Gloriann McInnis is unavailable. Email: Belinda.Croft@dep.state.fl.us.

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. Please note that **no information will be given via telephone.**

The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER 2019001 IN THE SUBJECT LINE OF THE EMAIL*****

1.04 ITN Goals

DEP is interested in PBS technology solutions which can provide the primary functions of a CRS (for camping and cabin reservations) and a day-use POS system (for park admission sales, annual entrance pass sales, equipment rentals, facility rentals, merchandise sales and other park fees) in an integrated, easy-to-use and highly accessible format. The awarded vendor (Contractor) shall deposit all revenues collected on behalf of the Department into the Department's designated clearing bank account. The Department anticipates then paying the Contractor a percentage of the applicable revenues, which are estimated at fifty-five (55) million dollars annually.

The Department is interested in the following minimal functionality for the PBS but is open to additional proposed solutions. Respondents to this solicitation are required to identify technical and functional requirements that can be met with their solution, as well as any requirements that cannot be met.

The Department is looking for a Solution, at a minimum, that:

1. Provides a consistent and standard, statewide strategy for all reservations, Day-Use POS revenue and attendance processing.
2. Supports the management of all fee and non-fee transactions, including but not limited to payment processing, information tracking, analysis tools, inventory management and reservations across all sales channels.
3. Provides configuration and implementation, with limited customization.
4. Meets technical requirements related to security, availability, reliability, mobility, and the ability to support POS revenue collection in an offline mode.
5. Provides for integrated data output, consolidating data from all system components (CRS, POS, etc.) into one reporting source.
6. Provides on-demand access to consolidated reporting for all visitor information and streamlined revenue reports.
7. Supports sales, validation and tracking for annual passes and similar programs.
8. Supports active decision making through sustainable technology, accuracy in data quality, revenue collection and reporting and monitoring capabilities.
9. Offers increased data collection of visitor information to support trend analysis, planning and marketing.
10. Includes supply and maintenance of all hardware needed for the implementation of the Solution to support POS, various types of reservations, and the overnight accommodations check-in process at Parks locations statewide (Hardware).

1.05 Services Sought

Proposed Solutions should offer convenience to park visitors, staff, and management, and integration capabilities with DEP systems for mobile devices and personal computer dashboard reporting, and management. Department is looking for the Respondent to both deploy a Software as a Solution (SaaS) Application as well as hardware to support POS, various types of reservations, and the overnight

accommodations check-in process at Parks locations statewide. The Respondent shall develop and implement all applicable transition services for system migration. In addition, the Respondent shall administer, maintain, and support the completed system for the life of the Contract.

The proposed PBS should include (A) three (3) required integrated components and (B) optionally, the additional services sought:

A. Required Integrated Components

- i. A CRS service which includes online reservations, call center-based reservations on a 24/7/365 basis, and in-person reservations by Parks staff.
- ii. A POS system and in-park camping and lodging check-in system that runs on Hardware provided as by the selected vendor. All Hardware and software maintenance will be provided by the vendor.
- iii. An Administrative and reporting web application which provides dashboards and allows DEP staff to run reports (such as attendance, revenue and inventory), configure the POS system (such as setting prices, adding inventory types), and grant roles and manage content across the entire PBS.

B. Additional Services Sought

DEP is open to considering outcomes beyond CRS and POS functionality that would make the system more efficient and effective. If a Respondent has additional services to offer, these options should be documented in the response. DEP is open to considering additional services, including, but not limited to services that accomplish the following:

- i. Automated entry solution (including integrated automated payment kiosks for visitor Day-Use gate admission/parking meters) and all hardware, software and maintenance services required for support
- ii. Mobile ticketing application
- iii. Self-service overnight visitor check-in kiosks
- iv. Self-service equipment rental kiosks
- v. Technology to support fast-pass entrance lanes
- vi. Online merchandise sales
- vii. Online park guide or park guide application

The desired services and system buildout requirements are more fully described in the Statement of Work.

1.06 Questions to be Explored

1. How will the winning Respondent allow for and price additional Hardware needed for PBS expansion within the State Parks (Expansion Hardware)? Expansion Hardware would be needed, for example, as additional State Park properties are acquired. Please provide your pricing as part of your response.
2. Can Respondents provide an automated entry solution as an additional optional service (including automated payment kiosks for visitor Day-Use gate admission/parking meters) including all hardware, software and maintenance required for support? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.
3. Can Respondents provide mobile ticketing applications as an additional optional service? If so, how and how would pricing be structured? Please provide your pricing as part of your response.

4. Can Respondents provide self-service overnight visitor check-in kiosks as an additional optional service? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.
5. Can Respondents provide self-service equipment rental kiosks as an additional optional service? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.
6. Can Respondents provide technology to support fast-pass entrance lanes as an additional optional service? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.
7. Can Respondents provide online merchandise sales as an additional optional service? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.
8. Can Respondents provide online park guide or park guide application as an additional optional service? If so, how and how would the pricing be structured? Please provide your pricing as part of your response.

1.07 Mission

The mission of DEP's Division of Recreation and Parks is to provide resource-based recreation while preserving, interpreting and restoring natural and cultural resources.

DEP manages one hundred seventy-five (175) State Parks and Trails (divided into five (5) districts) and is the nation's only three-time winner of the National Gold Medal Award for Excellence in the management of state park systems. This achievement makes Florida the only state park system in the nation to win more than one Gold Medal award. DEP is committed to excellence and sustaining this high level of service for Floridians and visitors. Florida's state parks offer access to a wide variety of day-use and overnight outdoor natural and cultural activities. Florida's state parks offer residents and visitors nearly 800,000 acres, 100 miles of beaches and more than 1,500 miles of multi-use trails.

During Fiscal Year 2017-2018, Florida State Parks had over 28 million visitors and generated over sixty-six (66) million dollars in revenue, which accounts for approximately 780,000 financial transactions per year. Revenue collected by the Division of Recreation and Parks is generated from a variety of sources including online reservations for overnight accommodations (e.g., camping and cabin rentals), admission fees collected at staffed entrances, sales of merchandise, annual passes, tours, and self-service transactions from unattended Honor Boxes.

To support the Division's mission, it is imperative that the Department have access to tools that are intuitive and efficient to use to ensure visitor satisfaction and stimulate customer-based marketing. To continue the course of financial growth and market sustainability, the Department must have access to business intelligence data regarding all aspects of park use to determine market demographics and customer identification and acceptance, on which to base decisions for product and service improvements and target customers individually to meet current and projected future customer expectations and revenue growth goals.

1.08 Current Park Business System

DEP is currently under contract with a contractor for CRS services (including a call center) and day-use POS services.

The current system is made up of various components, as described below. The description of the current system is provided as background information, not as a definition of requirements.

1. Camping and Cabin Reservations (inclusive of both visitor facing and internal facing components)

2. Day-Use Point of Sale
3. Pre-Numbered Card Program Services (Annual Entrance Passes)
4. Equipment and Facility Rentals
5. Tour Reservations and Management
6. Call Center for Reservation Services and Visitor Support
7. Full Reporting and Audit Tracking of all System Actions
8. Help Desk for DEP Staff

(a) Current Revenue Streams

DEP generally collects revenue and associated data through three (3) sales channels: The public reservation website; the call center and the field (which is comprised of numerous sales "locations," such as Parks, throughout the State).

(b) Business Rules and other Background Documents

The following reference documents (Exhibits) are available at the link contained on the VBS Advertisement Detail page for this solicitation and the Department is making the documents available for all Respondents at <https://ftpportal.dep.state.fl.us/public/folder/T0GZ1Wtw8kOFQESrhGQ3A/2019001%2C%20Exhibits%20and%20Documents> . The password to the FTP site is ITN2019001.

The information is being provided to help illustrate the scale and scope of revenue and business rules which will need to flow through the PBS. The reference documents are subject to change. The selected vendor will have access to current versions of all business rules and will be expected to adhere to them for certain standards during the administration of the Contract.

- Exhibit 1 - Park System Needs Detail – Details current requirements for Day-Use POS and CRS access at each Park location
- Exhibit 2 - Inventory Summary Report – Details the types and numbers of campsites or cabins per park location
- Exhibit 3 - Revenue Detail (Final Balance Reports) – Details revenue by park for the past three fiscal years.
- Exhibit 4 - Park Fee Schedule – Official Florida State Park Fee Schedule
- Exhibit 5 - Master Fee Chart – Details all fees per park
- Exhibit 6 - Annual Entrance Pass Sales Summary– Details pass sales for the past fiscal years
- Exhibit 7 - Attendance Analysis – Details attendance for the past ten fiscal years.
- Exhibit 8 - Annual Reservation Statistics
- Exhibit 9 - POS Products Sold Report
- Exhibit 10 - Division of Recreation and Parks Operations Manual
- Exhibit 11 - Reservation Information (Public Facing Policies)
- Exhibit 12 - Park Revenue Collection Procedures Manual
- Exhibit 13 - DEP Directives
- Exhibit 14 - Sample Reports (Attendance-CRS-Financial-Operational-POS)
- Exhibit 15 - Park Tax Rates
- Exhibit 16 - Automated Entry Specs
- Exhibit 17 - Facility Collection Information
- Exhibit 18 - FL Agent Script (Current Call Center Script)

- Exhibit 19 - Sample Email Reservation Confirmation Letter

(c) Parks with Day-Use Admission Fees

Parks may collect day-use admission fees at staffed park entrances and/or honor-based fees via Honor Boxes. Network and internet connectivity will be available at all locations, but due to the remote nature of these locations, the proposed solution should anticipate periodic outages.

Currently ninety-eight (98) parks collect Day-Use admission from one hundred thirty-three (133) staffed POS Stations. Eighty-six (86) parks use Honor Boxes (through one hundred thirty-six (136) Honor Boxes) to collect honor-based admission fees.

Payment processing is currently performed through a combination of the following:

1. A statewide POS system, including uniform hardware, that offers live data where internet capabilities are sufficient and next-day data where internet capabilities do not exist.
2. A standard State contract for credit card terminals and a dedicated phone line or internet connection for credit card processing.
3. Self-service transaction in unattended "Honor Box" drop boxes that are manually collected and entered into the POS system.

(d) Parks with Overnight Accommodations

Currently over sixty (60) parks offering overnight accommodations use a contractor-offered CRS web application which facilitates the management of reservations and the processes related to revenue collection and refunds, as well as visitor data.

These parks are staffed, and each has internet connectivity, a standard credit card terminal and a dedicated phone line or internet connection for credit card processing.

(e) POS Transaction Type Overview

(i) Admission

Park Admission transactions are the primary focus of the POS. The POS must be a robust system to allow for fast and efficient park entry. The following are examples of admission types to Florida State Parks:

1. Per Vehicle Admission
2. Single Occupant Vehicle
3. Motorcycle Admission
4. Pedestrians or Bicyclists
5. Per Passenger (exceeding eight (8) per vehicle or passenger in vehicles with holder of Individual Annual Entrance Pass Admission)
6. Bus Tour Admission (under thirty (30) people) (per person)
7. Bus Tour Admission (over thirty (30) people) (per bus)
8. Honor Admission (payment via Honor Envelope through an Honor Box)
9. Sunset Admission
10. Museum/Visitor Center Admission
11. Special Admission Fees (may include Garden Entrance Fee, Pre-Paid Entry, Group Entry Fee, Discounted Entry, etc.)

(ii) Annual Entrance Passes

An important goal of this statewide POS plan is to take advantage of the opportunity to capture revenue and visitor information associated with annual passes as well as annual pass use patterns. Approximately sixty-thousand (60,000) annual passes are sold each year. Ninety-four (94) parks sell annual passes, and passes are also sold online. Online sales are currently conducted through a third-party Concessionaire. Selling and accepting annual passes for admission is currently a manual process. Passes currently have non-functioning barcodes so data associated with visitors is not available to parks when presented for admission. This is a missed opportunity to provide valuable visitor demographics immediate revenue figures which would be very useful to DEP.

(iii) Merchandise

About ninety (90) parks may stock a limited number of items such as patches, license plates, firewood, ice and various other merchandise items for sale by the park. This merchandise is currently sold through the POS. While merchandise sales and inventory tracking capabilities are necessary components of the POS, merchandise sales are a minor element.

(iv) Rentals

About seventy-five (75) parks offer equipment or facility rentals. Examples of rented equipment include kayaks, canoes, bicycles and binoculars. Examples of rented facilities include pavilions, recreation halls and amphitheaters.

(v) Tours

About twenty (20) parks offer tours. Examples of tours include house tours, garden tours, fort tours, boat tours, tram tours and other guided tours. Some parks currently accept advanced reservations (not through existing Park Business System), while others sell tickets on a first come, first served basis on the day of the tour.

(vi) Miscellaneous Fees

Most parks maintain several additional fee types which may include boat launch fees, dump station fees, special event fees, photography and filming fees and wedding fees. Parks also currently input non-visitor generated revenue into the POS. Examples include contract concession revenue payments and park operated laundry machine revenue.

(vii) Services Provided by Concessionaires and Citizen Support Organizations

Most of the merchandise, gift shop and food services offered to visitors at Florida State Parks are provided by DEP contracted Concessionaires and Citizen Support Organizations (CSOs). These entities provide services ranging from gift shops, food service operations, recreational equipment rentals, special events and guided tours at more than one hundred (100) parks. Concessionaires and CSOs manage their own payment processing and are outside the scope of this plan, except for providing options for these entities to interact with the system as described in the Statement of Work.

(f) Existing IT Infrastructure Information

Information Technology (IT) Infrastructure of Florida State Parks and their business systems is provided by DEP Office of Technology and Information Services (OTIS); particularly by the Security & Infrastructure Program.

Current Wide Area Network (WAN) provides for approximately one hundred fifty (150) Parks DEP Network connections (this includes Internet access).

Currently, Network IT Circuits connecting Parks to the DEP WAN range in bandwidth from 768K (half a T1) up to 10Mbps. At this time, over 80% of Parks IT Circuits have T1 or half-T1 bandwidths. DEP will provide Internet connectivity to all locations that have and plan to leverage this new Park Business System.

(g) Existing Park Business System Hardware Information

Parks currently use one or more Park Business System Stations within the Park in order to collect revenue, process transactions and process associated data.

Parks currently use the following hardware components to operate the day-use POS:

Quantity per PBS Station	Hardware Description	Hardware Brand Description
1	Laptop	Dell Latitude E5570 XCTO
1	Docking Station	E-Port Plus Advanced Port Replicator w/USB 3.0
1	Touch Screen Monitor	2201L IntelliTouch Plus (Milti-Touch) USB Widescreen Monitor
1	Receipt Printer	Citizen-CT-S2000UBU-BK-CT-S2000, Line Thermal Printer
1	Barcode Scanner	HP Imaging Barcode Scanner-Handheld-Decoded-USB 2.0
1	Cash Drawer	HP Standard Duty Cash Drawer-Electronic
2	Extra Cash Drawer Tray	HP Standard Duty Till with Lockable Lid-Cash Drawer
1	Keyboard	Varies
1	Mouse	Varies

Parks currently use the following hardware components to operate the CRS:

Quantity per PBS Station	Hardware Description	Hardware Brand Description
1	Desktop Computer	Varies
1	Monitor	Varies
1	Receipt Printer	Citizen-CT-S2000UBU-BK-CT-S2000, Line Thermal Printer (or similar model)
1	Cash Drawer	HP Standard Duty Cash Drawer-Electronic (or similar model)
2	Extra Cash Drawer Tray	HP Standard Duty Till with Lockable Lid-Cash Drawer (or similar model)
1	Keyboard	Varies
1	Mouse	Varies

(h) Other Documents Available to the Respondents

A non-Department employee was given access to certain documents that related to the early drafting phases of this solicitation. In order to ensure that there is no unfair advantage granted by his or her ability to access these documents, the Department is making the documents available for all Respondents at <https://ftpportal.dep.state.fl.us/public/folder/T0GZ1Wtw8kOFQESrhgGQ3A/2019001%2C%20Exhibits%20and%20Documents>.

The password to the FTP site is ITN2019001.

1.09 Anticipated Contract Term and Renewal.

The term of the Contract will begin upon execution by both parties and remain in effect for a period of six (6) years (year one (1) is the build out), unless cancelled earlier in accordance with the terms of the contract. The

Department reserves the right to renew any contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

1.10 MyFloridaMarketPlace Vendor Registration.

Prior to execution of Contract(s) by the Department, Awarded Vendor(s) must be registered with the Florida Department of Management Services' (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available on, and registration may be completed at, the MFMP website. Prospective vendors who do not have Internet access may request assistance from MFMP Customer Service.

The following United Nations Standard Products and Services Code(s) (UNSPSC) are provided to assist potential Respondents in their registration efforts:

Code	Title
32151900	Automation Control Connectivity Devices
43211500	Computers
43211505	Point of Sale POS Terminal
43211514	Computer Kiosk
43211600	Computer Accessories
43211613	Computer or Notebook Stands
43211720	Point of Sale Payment Terminal
43211900	Computer Displays
43212100	Computer Printers
43221500	Call Management Systems or Accessories
43221700	Fixed Network Equipment and Components
43223200	Mobile Messaging Platforms
43231500	Business Function Specific Software
43231514	Sales and Marketing Software
43231600	Finance Accounting and Enterprise Resource Planning ERP Software
43232300	Data Management and Query Software
43232304	Data Base Management System Software
43232403	Enterprise Application Integration Software
43232600	Industry Specific Software
43232611	Point of Sale POS Software
43232700	Network Applications Software
43232800	Network Management Software
43233000	Operating Environment Software
43233004	Operating System Software
43233200	Security and Protection Software
43233400	Utility and Device Driver Software
43233500	Information Exchange Software
43233511	Mobile Location Based Services Software
43233701	Enterprise System Management Software
48111301	Ticket Dispensing Machines
48111304	Automatic Ticket Checking and Collecting Machine

- 64101700 Electronic Fund Transfer and Payment Products
- 80141616 Point of Sale Materials Not Including Printed Materials
- 81111902 Online Database Information Retrieval Service
- 81112221 Point of Sale Software Maintenance Service
- 81112221 Point of Sale Software Maintenance Service
- 81112222 Facility Operation and Maintenance Management Software Maintenance
- 81112308 Point of Sale Hardware Maintenance and Support Service
- 81112309 Point of Sale Hardware Installation or Implementation Service
- 83121603 Computerized Information Retrieval Systems
- 83121604 Online Database Information Retrieval Systems
- 84121600 Funds Transfer and Clearance and Exchange Services
- 90110000 Hotels and Lodging and Meeting Facilities

1.11 Diversity.

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort.

To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Enterprises that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the State's Office of Supplier Diversity.

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Section 2.00 ITN PROCESS

2.01 Mandatory Pre-Reply Conference.

A MANDATORY Pre-Reply Conference is scheduled as specified in the Timeline of Events. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and make clarifications regarding the Scope of Services, Solicitation requirements, contractual requirements, and other conditions or requirements that may, in any manner, affect the work to be performed. Any changes and/or resulting addenda to the Solicitation will be at the sole discretion of the Department.

Attendance at this Pre-Reply Conference is mandatory. Failure by a Respondent to attend or be represented at this Pre-Reply Conference will constitute a nonresponsive determination of their proposal package. Replies found to be nonresponsive will not be considered.

Accessibility for Disabled Persons: Any person requiring special accommodations at any Pre-Solicitation Conference, public opening, or event because of a disability or physical impairment should call the listed contact person no later than five (5) days prior to the event. If you are hearing or speech impaired, please contact the Department using the Florida Relay Service at 1(800) 955-8771 (TDD).

Rockal Archie, Employee Relations Manager
Department of Environmental Protection,
Bureau of Human Resource Management
HR_ER@FloridaDEP.gov
(850) 245-2485 (voice) or 711 (Florida Relay Service)

2.02 Questions.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #5, Questions.

Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS.

It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

Questions will not constitute a formal protest of the specifications or of the Solicitation.

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS.

Each submission shall identify the submitter and have the solicitation number 2019001 in the subject line of the email. **Questions must be submitted in the following format to be considered:**

Question #	Solicitation Section	Solicitation Page #	Question

2.03 Addenda.

If the Department finds it necessary to supplement, modify, or interpret any portion of the Solicitation documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the prospective Respondents to be aware of any Addenda that might have a bearing on their Reply.

2.04 Minimum Mandatory System Requirements Phase.

Before Respondents are invited to submit a full Reply, they must demonstrate the degree of fit of their current offered system in relation to the Department's desired system requirements. The Procurement Officer will review the Respondent's Minimum Mandatory System Requirements Response spreadsheet to determine the overall Degree of Fit of the offered system. The Department will identify the five (5) Respondents with the greatest Degree of Fit based on the Respondent's information provided on the Minimum Mandatory System Requirements Response. The Department will electronically post a Notice of Qualification by the date and time indicated in the Timeline of Events on the VBS.

2.05 Reply Submission Phase.

Only Respondents included on the Notice of Qualification are eligible to prepare and submit a Reply to the Procurement Officer based on the requirements identified in this Solicitation and any addenda to the Solicitation. The top five (5) Respondents as identified in the posted Notice of Qualification will be evaluated and scored.

2.06 Administrative Review Phase.

(a) Administrative Review.

All Replies will be reviewed by the Procurement Officer to ensure that complete Replies have been submitted and to ensure that the Replies meet the minimum requirements of this Solicitation. In order to foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the Solicitation and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

(b) Administrative Cure Process.

In the interest of maximizing competition, the administrative cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from non-material, curable deficiencies in the Reply. During the Administrative Review portion of the evaluation, if the Department determines that a non-material, curable deficiency in the Reply will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Reply is compliant with the Solicitation at the time of submittal.

2.07 Evaluation Phase.

The evaluation team will evaluate and score the remaining Replies according to the Evaluation Criteria contained in the Solicitation and establish a competitive range of Replies reasonably susceptible to award. The Department will enter into negotiations with those Respondents who provide the top three (3) scoring solutions. The Department will then post the Department's Notice of Negotiation as set out in the Timeline of Events.

2.08 Negotiation Phase.

The Department will consider the Respondents who provide the three (3) highest Final Evaluation Scores as the Competitive Range of replies reasonably susceptible to award. The Department will negotiate concurrently with the three (3) Respondents within the Competitive Range. Negotiations will not be open to the public, but will be recorded.

(a) Notice of Negotiation.

The Department will electronically post a Notice of Negotiation by the date and time indicated in the Timeline of Events on the VBS.

(b) Pre-Negotiation Site Visit.

The first Negotiation session will be a Pre-Negotiation Site Visit. It will be held at Wekiwa Springs State Park. The purpose of the site visit is to provide a demonstration of the system currently in place at a Florida State Park.

(c) Negotiation Meetings.

Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule Negotiation meetings (including oral presentations) at a different location in the State. The Department will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, (including a representative authorized to agree to Contract terms on behalf of the Respondent and key proposed Project Team members relevant to the topic being discussed) without interruptions, for the entirety of the Respondent's scheduled Negotiation meeting. The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.

(i) Negotiation Methodology.

The Department will establish a negotiation team to conduct the negotiations with the Respondents listed in the "Notice of Negotiations" and make an award recommendation after determining which Respondent presents the best value.

Negotiations may include discussions of the terms, conditions, costs, Statement of Work, Questions to be Explored, and related Services to be provided by the Respondent. The negotiation team will not engage in scoring but will arrive at its recommendation by discussion during a public meeting.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that such changes would provide the best value to the State. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the negotiation team determines that a proposed alternative is not acceptable, and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration or the negotiation team may stop negotiation with that Respondent.

(ii) Solution Demonstrations.

Respondents will provide Solution demonstrations to the Department at the first negotiation meeting. The purpose is to exhibit the functionality of the proposed Solution to the Department. The Department is looking for a fully functional version of the software, which could be a training installation, a general demonstration system, or a live system from another client. The purpose is to gain a greater understanding of: (1) the built-

in capabilities of the Respondent's proposed Solution and the level of customization the Respondent will require meeting the Department's needs, (2) how well the Solution functionality fits Departmental needs, and (3) ease of use. (The Respondent will indicate customizations when giving the demonstration.)

(iii) Best and Final Offers (BAFO).

At the conclusion of negotiations, the Department will request best and final offers (BAFOs) from the remaining respondents and notify them of the selection criteria on which the award will be based. Based on the best and final offers, the Department will either award the contract to the Respondent who provides the best value for the Department and the State or reject all Replies.

(iv) Negotiation Team Recommendation Meeting.

After receipt of the BAFOs, the Department may conduct a Public Meeting for the negotiation team to discuss the results of negotiations and formulate their recommendations to the Department as to whether and how to award a Contract pursuant to this solicitation.

The Department is not bound to enter into a contract with any Respondent and will only enter into a contract if the Respondent is determined to provide best value to the State and the Department is able to negotiate the conditions and cost that it considers fair, competitive, and reasonable.

(d) Award Phase.

(i) Basis of Award.

The Department seeks to Award a Contract to the responsive and responsible Respondent(s) who give the Department the greatest confidence that they will best meet the requirements affordably in a way that will achieve best value based on factors that include, but are not limited to, price, quality, design, and workmanship.

In determining Respondent responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

The Department reserves the right to award to the next Respondent if the selected respondent is unable to meet the terms and conditions of the Solicitation. The Department reserves the right to award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.

(ii) Posting of Agency Decision.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #3, Electronic Posting of Notice of Intended Award.

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contract(s) with the Respondent(s) identified therein, on the VBS website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. The Notice of Intent to Award will be posted for review by interested parties on the VBS on or after the date listed on the Timeline of Events.

2.09 Department's Reserved Rights.

No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

The Department reserves at any time to:

1. Reject all any and all Replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
2. Determine a response non-responsive.
3. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.
4. Withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
5. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the contract.
6. Withdraw or amend its Notice of Award if the contractor defaults in performance.
7. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.
8. To make an award without further discussion of the Replies submitted.

The Department reserves the right at any time during negotiations, at its sole discretion, to do any of the following:

1. Eliminate a Respondent from further consideration or stop negotiations with a Respondent.
2. Conclude negotiations at any time and proceed to contract award.
3. Consider any information obtained during evaluation without being bound by evaluation scoring.
4. Reassess any of the evaluation determinations and may consider any additional information that comes to its attention during the negotiations.
5. Conduct reference checks and due diligence investigation of any Respondent.
6. Schedule or cancel negotiation sessions with any or all responsive Respondents.
7. Re-open negotiations with any Respondent.
8. Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.
9. Use any or all ideas or adaptations of the ideas presented in any Reply.
10. Require any or all responsive Respondents to address commodities, contractual services, prices, or terms and conditions offered by any other Respondent.
11. Require any or all responsive Respondents to provide additional, revised, or final Replies addressing specified topics.
12. Require any or all responsive Respondents to provide a written Best and Final Offer (BAFO).
13. Review and rely on relevant information contained in those Replies or BAFOs.
14. Negotiate different terms, conditions, and related price adjustments if the Department determines that such changes would provide the best value to the State.
15. Arrive at an agreement in principle with any responsive Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
16. Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, or negotiation.

By exercising the above listed rights, the Department assumes no liability to any vendor.

2.10 Evaluation Criteria.

The Department may determine a reply non-responsive if it: a) is irregular or are not in conformance with the requirements and instructions contained herein; b) fails to use or complete prescribed forms; and/or c) has improper or undated signatures. **A NON-RESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.**

The Department will review, evaluate, and score the Replies of Respondents receiving the top five (5) Qualification scores using the Evaluation criteria and procedures included below.

(a) Past Performance Evaluation (90 Points).

The Department will conduct a Past Performance Evaluation of the Client References the Respondent provided as part of the Business Reply. Each Reference will be asked the questions in the Past Performance Evaluation Form. The Department will contact Respondent's references to complete the Evaluation of Past Performance Form.

1. If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference.
2. The Department will contact references during normal working hours (8:00 AM - 5:00 PM).
3. The Department will make up to three (3) contact attempts during a one (1) week period.

Upon completion of the Reference checks, the Department will sum the Respondent's Past Performance scores, divide the sum by the highest possible score of 75, and multiply the result by 90 points to arrive at the Respondent's Final Past Performance Score.

(b) Price Sheet Evaluation (60 Points).

The Department will conduct a Price Sheet Evaluation of the Price Sheet the Respondent provided as part of the Business Reply. The Department will consider the Respondent's Percentage Fee only, all other pricing requested is "value-add." The Respondent's Final Price Score will be calculated by the Department as follows:

1. Multiply the Respondent's Percentage Fee by the Estimated Annual Revenue to get Annual Cost for each of the Initial and Renewal Terms.
2. Multiply both the Initial Term (Years 2-6) by 5 and Renewal Term by 6 to get the Initial Term Total Costs and Renewal Term Total Costs, respectively.
3. Sum the Initial Term Total Costs and Renewal Term Total Costs to get Respondent's Total Contract Cost
4. Divide the Lowest Respondent's Total Contract Cost ($Cost_L$) by Respondent's Total Contract Cost ($Cost_T$).
5. Multiply the resulting price ratio by 60 points:

$$\left(\frac{Cost_L}{Cost_T}\right) \times 60 = Final\ Price\ Score$$

(c) Technical and Operational Evaluation (850 Points).

For the Technical and Operational Evaluation, the Department will establish an evaluation team composed of persons who collectively have experience and knowledge in the program area and service requirements for this ITN. There will be no meeting, publicly, or otherwise, of the evaluation team to discuss the evaluation results of this ITN. Evaluators will work independently, and upon completion of the Technical and Operational Reply evaluations, the evaluators will submit their scores to the Procurement Officer for tabulation.

The members of the evaluation team score each Reply separately. For each Respondent, each evaluator will assign a numerical score from zero (0) to five (5) to each Tab, use the scoring guidelines provided below to assign numerical scores.

Numerical Score	Evaluation Word	Description
5	Superior	Reply exhaustively addresses the evaluation criterion or demonstrates extraordinary capability and/or experience related to the criterion.
4	Excellent	Reply extensively addresses the evaluation criterion or demonstrates exceptional capability and/or experience related to the criterion.
3	Acceptable	Reply adequately addresses the evaluation criterion or demonstrates sufficient capability and/or experience related to the criterion.
2	Fair	Reply minimally addresses the evaluation criterion or demonstrates nominal capability and/or experience related to the criterion.
1	Poor	Reply inadequately addresses the evaluation criterion or demonstrates limited capability and/or experience related to the criterion.
0	Missing	Reply does not address the evaluation criterion and/or does not demonstrate any capability and/or experience related to the criterion.

After the evaluation team assigns scores, the Department will calculate the Respondent's Final Technical and Operational Score as follows:

1. Average the Evaluator Tab Scores for the Respondent
2. Divide the Average by the Maximum Score (5) to get the Earned Percentage
3. Multiply the Earned Percentage by the Available Tab Points to get the Earned Tab Points
4. Sum the Earned Tab Points to get the Final Technical and Operational Score

Volume	Tab	Name	Available Points
Technical	Tab A	Solution Summary	0
Technical	Tab B	Project Organizational Chart	0
Technical	Tab C	Project Schedule and Implementation Approach	25
Technical	Tab D	Project Key Personnel	50
Technical	Tab E	Project Management Approach	25
Technical	Tab F	Communication Approach	20
Technical	Tab G	Quality Assurance Approach	20
Technical	Tab H	Risk Management Approach	20
Technical	Tab I	Issue Management Approach	20
Technical	Tab J	Change Management Approach	20
Operational	Tab A	Central Reservation Service	125
Operational	Tab B	Point of Sale and In-Park Camping and Lodging Check-In	125
Operational	Tab C	Administrative and Reporting Web Application	100
Operational	Tab D	Hardware and Software Support	100
Operational	Tab E	End-User Hardware	100
Operational	Tab F	Training Plan	100
Operational	Tab G	Optional Automated Entry Solution	0
Operational	Tab H	Additional Optional Solutions	0

(d) Compilation of Evaluation Scores.

To arrive at each Respondent's Final Evaluation Score, the Department will sum the Final Past Performance Score, Final Technical and Operational Score, and Final Price Score.

$$\begin{aligned} & \textit{Final Past Performance Score} + \textit{Final Technical and Operational Score} + \textit{Final Price Score} \\ & = \textit{Final Evaluation Score} \end{aligned}$$

2.11 Contract Formation.

A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Statement of Work, as negotiated, will also be incorporated into the final Contract. A fee schedule Contract is proposed (based on the percentage by the selected Respondent on Price Sheet); however, the Department reserves the right to award another type contract, if such will provide best value to the Department and the State of Florida, price and other factors considered.

All entities seeking to do business with the Department shall, prior, to the execution of the contract, be appropriately registered with the Florida Department of State, Division of Corporations. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

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Section 3.00 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The “General Instructions to Respondents” Form PUR 1001 is incorporated by reference and can be accessed at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.01 Instructions for Minimum Mandatory System Requirements

Before Respondents are invited to submit a full Reply, Respondents shall complete and submit the attached Minimum Mandatory System Requirements Response Excel spreadsheet.

Using the Respondent-provided response to each line item of the Minimum Mandatory System Requirements Response Excel spreadsheet, the Department will assign a “Degree of Fit” percentage score according to the table below:

Response	Degree of Fit Percentage Score
Full Fit	1.00
Customization: One to Twelve (1 – 12) Weeks	0.90
Customization: Thirteen to Twenty-four (13 – 24) Weeks	0.85
Customization: Twenty-five to Thirty-six (25 – 36) Weeks	0.80
Customization – Thirty-seven to Fifty-two (37 – 52) Weeks	0.75
Not Offered	0.00

The Department will sum these scores to determine the Qualification Score of each Respondent. The top five (5) Respondents as identified in the posted Notice of Qualification Scores will be allowed to submit a full Reply. Responses not receiving one (1) of the top five (5) Qualification Scores will be eliminated from further consideration. If at any time during the review, evaluation, or negotiation process the Department determines that the information provided by the Respondent is not supported by their Reply or additional information provided during negotiations, the Department reserves the right to move to the next Respondent(s) identified in the posted Notice of Qualification.

3.02 Instructions for Preparation of the Reply.

The following instructions have been designed to help ensure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. **Any and all information submitted in variance with these instructions will not be evaluated.** Non-conformance with the instructions provided in the ITN may result in an unfavorable Reply evaluation or being deemed Non-Responsive. Respondent’s Replies must be submitted in hard and electronic copies as specified and divided into volumes containing the information specified below:

Volume	Name	Copies
Volume I	Business Volume	One (1) Original
Volume II	Technical Volume	One (1) Original
Volume III	Operational Volume	One (1) Original
CD/DVD/USB	Electronic Copy of entire Reply	1 copy of each Volume

(a) Volume I, Business Volume.

Using the instructions outlined below, Respondents must prepare a Business Volume in the order outlined. If a portion of any section is omitted, the Reply may be deemed Non-Responsive at the discretion of the Department.

Volume I	Business Volume
Tab A	Executive Summary
Tab B	Solicitation Forms
Tab C	Disclosures and Attestations
Tab D	Client Reference Form(s)
Tab E	Audited Financial Statements
Tab F	Price Sheet

(i) Tab A: Executive Summary.

Each Respondent must prepare and include an Executive Summary of no more than five (5) pages total that summarizes the key points from the Respondent’s Business, Technical, and Operational volumes. Do not include pricing information in the Executive Summary. The Executive Summary must begin with company/division’s street address; and size of business, CBEs status, and a summary of the key points from the Respondent’s Reply.

(ii) Tab B: Solicitation Forms.

Each Respondent must complete and include the following Solicitation Forms:

- Solicitation Acknowledgement Form
- Respondent Subcontractor Summary Form

(iii) Tab C: Disclosures and Attestations.

Each Respondent must complete and include the following Disclosures and Attestations:

- Vendor Financial Attestation
- Vendor Responsibility Disclosure
- Vendor Conflicts of Interest Attestation
- Vendor Principal Place of Business Attestation
- Vendor Drug-Free Workplace Attestation
- Vendor Scrutinized Companies Lists Attestation

(iv) Tab D: Client References Form.

Each Respondent must complete and include the Client Reference Form for three (3) customers to whom Respondent has provided contractual services of similar scope and size as those identified in the ITN. If the Respondent is a current or former contractor to the State of Florida, the Respondent **must** list the Agencies or Departments as Client References.

(v) Tab E: Audited Financial Statements

The Respondent must submit its most recent three (3) years of independently audited financial statements as evidence of sufficient financial resources and stability for the Respondent to provide the services sought. The financial information will not become part of the Contract. If audited financial statements are not available, the Respondent shall submit its most recent three (3) years of CPA reviewed financial statements, which shall

include, at a minimum, a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements (including a description of the reporting entity, a list of significant accounting policies and estimates used, major asset categories, debt, contingent liabilities, transactions with related parties, litigation, and subsequent events).

(vi) **Tab F: Price Sheet.**

Each Respondent must complete and include the Price Sheet as Tab F of the Business Volume.

(b) Volume II, Technical Volume.

Using the instructions outlined below, the Respondent must prepare and submit a Technical Volume detailing their qualifications and capabilities. The Technical Volume is to be organized into Tabs as directed below and must contain complete responses to all items. If a portion of any section is omitted, the Reply may be deemed Non-Responsive at the discretion of the Department.

Volume II	Technical Volume
Tab A	Solution Summary
Tab B	Project Organizational Chart
Tab C	Project Schedule and Implementation Approach
Tab D	Project Key Personnel
Tab E	Project Management Approach
Tab F	Communication Approach
Tab G	Quality Assurance Approach
Tab H	Risk Management Approach
Tab I	Issue Management Approach
Tab J	Change Management Approach

(i) **Tab A: Solution Summary.**

Describe, in summary, the Solution that you will provide to the Department and how (e.g. off the shelf, partial customization, full custom software build) the Solution you provide satisfies the Department’s requirements for the Park Business System as provided in your Minimum Mandatory System Requirements Response (e.g. 90% off the shelf, 5% customization, 5% not offered) and as described in the Requirements Document, attached as Attachment G and incorporated by reference, and the Scope of Work.

(ii) **Tab B: Project Organizational Chart.**

Respondent shall provide with its response an organization chart which includes both Contractor and DEP staff resources. The project organizational chart shall identify the roles and responsibilities required of all project team members. The project organization chart shall show how the Contractor proposes to integrate DEP staff resources with the Contractor’s project team.

(iii) **Tab C: Project Schedule and Implementation Approach.**

Respondent shall submit with its response a proposed Project Schedule and Implementation Approach for all major project tasks and milestones that conveys all the components of its technical approach to implementing the Park Business System.

This implementation approach shall describe the respondent’s overarching methodology for project planning, knowledge transfer, and user acceptance. Examples may include:

- a. Identification of prerequisite activities

- b. Major tasks that relate to deployment
- c. Items included in deployment
- d. Deployment steps
- e. A logical sequence of major tasks and deliverables
- f. A clear definition of each major task and deliverable
- g. An implementation schedule
- h. A specific target start and completion date for each major task and deliverable
- i. Major task and deliverable relationships and dependencies
- j. Individual schedule tasks should be no longer than four weeks in duration

(iv) Tab D: Project Key Personnel.

Respondent shall provide with its response, a list of Key Personnel. Identify the Key Personnel that will be provided to the Department throughout the project and provide their résumés for review. Describe, in detail, how these Key Personnel will assist you in meeting the requirements of the Park Business System.

Key Personnel Experience – DEP requires the vendor’s contract manager and identified key project personnel to have a minimum of one (1) year experience within the last three (3) years and high skill levels in areas related to the services requested in this solicitation. DEP will consider any of the following preferred qualifications/skills, as demonstrated by past performance, during the evaluation process:

- a. Excellent written and oral communication skills with the ability to communicate with people of varying technical skills.
- b. Experience analyzing, implementing and managing comprehensive business system activities.
- c. Experienced development staff including system analysts, system architects, database administrators, and programmers.
- d. Understanding the flow of data within a comprehensive business system.
- e. Experience with government projects.
- f. Experience with workflow systems technologies.
- g. Experience with data integration projects.
- h. Experience applying structured software methodologies and standards.
- i. Experience applying project development methodologies.
- j. Developing and presenting training materials for end users and technical staff.
- k. Developing documentation of the type specified in this solicitation.
- l. Providing project management services.
- m. Analyzing business processes.
- n. Requirements gathering, documentation and analysis.
- o. Developing specifications documents.
- p. Preparing short-range and long-range plans.
- q. Understanding accounting transactions and data.

(v) Tab E: Project Management Approach.

Respondent shall submit with its response a Project Management Approach that includes written project approach, controls, standards and procedures (including compliance with [Florida Administrative Code 74-1](#)) for all project tasks for which it will be responsible, including but not limited to:

- 1) Project Management Approach.
- 2) Processes for managing project documentation.

- 3) Requirements management.
- 4) Business process reviews.

(vi) Tab F: Communication Approach.

Respondent shall submit with its response a Communication Approach which shall facilitate organizational communication and identify strategies for effective communication throughout the term of the contract, including but not limited to:

- 1) Project status
- 2) Meeting norms and expectations
- 3) Onsite contractor staff availability
- 4) Offsite communication tools and expectations
- 5) Meeting note capture, confirmation and communication

(vii) Tab G: Quality Assurance Approach.

Respondent shall submit its response an approach to provide comprehensive, continuous, and measurable quality assurance and controls, including but not limited to:

- 1) Strategies and processes to promote quality.
- 2) Procedures to periodically measure and report quality performance to DEP throughout the contract period.
- 3) How often the Contractor conducts internal audits and engages external audit firms to conduct audits of its operations.
- 4) Controls to be used within the project to assure quality and consistency throughout the term of the contract.
- 5) Response plan for errors or service disruption events and planned response during and after the event to ensure that all appropriate parties are made aware of the event and minimize the likelihood that such errors or events will occur again.

(viii) Tab H: Risk Management Approach.

Respondent shall submit with its response a Risk Management Approach used to identify and assess potential risks to the project and identify and manage actions to avoid, mitigate, or manage those risks, including but not limited to:

- 1) Provision of the appropriate methods, tools, and techniques for active identification and assessment of project risks.
- 2) Development of risk mitigation actions.
- 3) Risk response planning and management strategies.
- 4) Monitoring, reporting, and control of risk status throughout the term of the contract.

(ix) Tab I: Issue Management Approach.

Respondent shall submit with its response an Issue Management Approach, covering both the Implementation and Operational phase, including but not limited to:

- 1) Examples of issue identification and tracking methods
- 2) Expected timeframes and specific steps to be taken on issues or disputes arising during the implementation process, including approval and escalation procedures.

- 3) Proposed steps required to resolve issues or disputes arising during the development and implementation processes.

(x) Tab J: Change Management Approach.

Respondent shall submit with its response a Change Management Approach, including but not limited to:

- 1) The approach to change control that includes change identification, tracking, and change management processes.
- 2) Identification of responsible parties to approve all changes.
- 3) Examples of change management reporting that includes software output, milestone charts, and resource usage.

(c) Volume III, Operational Volume.

Using the instructions outlined below, the Respondent must prepare and submit an Operational Volume detailing their Solution that they will provide to the Department. The Operational Volume is to be organized into Tabs as directed below and must contain complete responses to all items. If a portion of any section is omitted, the Reply may be deemed Non-Responsive at the discretion of the Department.

Volume III	Operational Volume
Tab A	Central Reservation Service
Tab B	Point of Sale and In-Park Camping and Lodging Check-In System
Tab C	Administrative and Reporting Web Application
Tab D	Hardware and Software Support
Tab E	End-User Hardware
Tab F	Training Plan
Tab G	Optional Automated Entry Solution
Tab H	Additional Optional Solutions

(i) Tab A: Central Reservation Service.

Per the Requirements and Statement of Work, the Department is seeking a Solution with an integrated CRS.

Describe, in detail, using a combination of narrative, wireframe diagrams, screenshots, and tables, the CRS Solution you offer, include descriptions of how specific functionality required in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department’s Technical Requirements.

(ii) Tab B: Point of Sale and In-Park Camping and Lodging Check-In System.

Per the Requirements and Statement of Work, the Department is seeking a Solution for POS and In-Park Camping and Lodging Check-In System.

Describe, in detail, using a combination of narrative, wireframe diagrams, screenshots, and tables, the POS and In-Park Camping and Lodging Check-In System Solution you offer, include descriptions of how specific functionality required in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department’s Technical Requirements.

(iii) **Tab C: Administrative and Reporting Web Application.**

Per the Requirements and Statement of Work, the Department is seeking an Administrative and Reporting Web Application which provides real-time data access and reporting.

Describe, in detail, using a combination of narrative, wireframe diagrams, screenshots, and tables, the Administrative and Reporting Web Application you offer, include descriptions of how specific functionality required in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department's Technical Requirements.

(iv) **Tab D: Hardware and Software Support.**

Per the Requirements and Statement of Work, the Department is will consider a Contractor who can provide a Department-facing helpdesk Hardware and Software Support.

Describe, in detail, using a combination of narrative, wireframe diagrams, screenshots, and tables, the Hardware and Software Support you offer, include descriptions of how specific functionality required in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department's Technical Requirements. Be sure to address the Respondent's plan for allowing Expansion Hardware. All pricing must be submitted in Section 7.00 Price Sheet.

(v) **Tab E: End-User Hardware.**

Per the Requirements and Statement of Work, the Department is seeking End-User Hardware that is robust enough to last in the rugged outdoor environment of Florida while still meeting functionality, connectivity, and longevity requirements.

Describe, in detail, using a combination of narrative, wireframe diagrams, screenshots, and tables, the End-User Hardware you offer, include descriptions of how specific functionality required in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department's Technical Requirements.

(vi) **Tab F: Training Plan.**

Contractor shall submit with its response details of training that will be available and the methodology that will be used to ensure that, prior to system implementation and thereafter, all DEP end users have the knowledge and capabilities necessary to effectively use the Solution.

- 1) Details of training that will be available and the methodology that will be used to ensure that, prior to system implementation (include pre-go live training time and effort details), all DEP end users have the knowledge and capabilities necessary to effectively use the system.
- 2) Summary of training available, methodology used and documentation available (such as on-line, hard copy, etc.) to ensure DEP end users who become responsible for using the Park Business System after it is implemented have the knowledge and capabilities necessary to effectively use the system.

(vii) **Tab G: Optional Automated Entry Solution.**

Per the Requirements and Statement of Work, the Department is seeking a Contractor who can provide Optional Automated Entry Solution(s).

Describe, in detail, using a combination of narrative, blueprint diagrams, screenshots, and tables, the Optional Automated Entry Solutions you offer, include descriptions of how specific functionality described in the Technical Requirements is accomplished by your Solution and any customizations that will be required

to bring your Solution into compliance with the Department's Technical Requirements. Be sure to address the pricing model that the Respondent anticipates in their proposed solution.

(i) Tab H: Additional Optional Solutions.

The Department is also seeking the following additional services:

- 1) Mobile Ticketing Applications
- 2) Overnight Visitor Check-in Kiosks
- 3) Self-service Equipment Rental Kiosks
- 4) Fast-pass Entrance Lanes
- 5) Online Merchandise Sales
- 6) Online Park Guide or Park Guide Application

Describe, in detail, using a combination of narrative, blueprint diagrams, screenshots, and tables, the Additional Optional Solutions you offer, include descriptions of how specific functionality described in the Technical Requirements is accomplished by your Solution and any customizations that will be required to bring your Solution into compliance with the Department's Technical Requirements. Answer the Questions to be Explored in the Response. Be sure to address the pricing model that the Respondent anticipates in their proposed solution(s).

3.03 General Formatting Instructions.

The Respondent's Reply must include all data and information requested by this ITN and be submitted in accordance with these instructions. Non-conformance with the instructions provided in the ITN may result in an unfavorable Reply evaluation or being deemed Non-Responsive.

(a) Binding and Labeling.

Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, ITN name and number, and the Respondent's name. The same identifying data should be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

(b) Cross Referencing.

Each volume must be written on a stand-alone basis so that its contents may be evaluated with no cross-referencing to other volumes of the Reply. Information required for Reply evaluation that is not found in its designated volume will be assumed to have been omitted from the Reply.

(c) Tables of Contents and Glossary.

Each volume must contain a table of contents to delineate the sections and any subsections within that volume. If a volume contains uncommon words, technical abbreviations, or acronyms, it should contain a glossary of these terms, with an explanation for each. Tables of contents and glossaries do not count against the page limitations for their respective volumes.

(d) Page Limitations.

Page limitations, if specified, should be treated as preferred maximums. Each page will be counted except the following: blank pages, title pages, tables of contents, tabs, glossaries, and those parts of the Reply noted as unlimited.

(e) Page Size and Format.

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two (2) pages. For the purposes of formatting, font sizes must not be less than 10 points. Pages must be numbered sequentially within volumes. These limitations apply to both electronic and hard copy Replies. Department-furnished forms, attachments, and exhibits, must not be altered unless otherwise on the form and are exempt from stated formatting.

(f) Charts and Tables.

Tables, charts, graphs and figures must be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays must be uncomplicated and must not exceed 11 x 17 inches in size. Foldout pages must fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font size must be no smaller than 10 points. These limitations must apply to both electronic and hard copy Replies.

(g) Electronic Copies.

In addition to the required hard copies, one (1) electronic copy of the entire Reply must be submitted on CD, DVD, or USB-compatible memory stick. Respondent must submit all volumes in electronic format, using MS Windows-compatible, CDs/DVDs/USBs. One CD/DVD/USB containing all volumes with all documents is preferred, but multiple CDs/DVDs/ USBs are acceptable. **Each CD/DVD/USB must indicate the Respondent's name, ITN number, and volume and title (if separated).**

The content and page sizes contained on the electronic copy must be identical to the hard copies. Files included on the CD/DVD/USB must be uncompressed. The electronic copy of the Reply must be submitted in a format readable by Microsoft (MS) Word 2013®, MS Excel 2013®, MS Power Point 2013®, or Adobe Acrobat®, or later, as applicable. Hidden fields, comments, macros, etc. must be omitted, and read passwords on files must not be used. Files must be consistently and uniformly named to allow for easy distinction between Volume, Tab, etc. Inclusion of company name or abbreviation is acceptable.

Documents submitted electronically must be in their native format and, when printed, must match the original paper submittal. In the event there is a conflict between the content found in a paper submittal and an electronic copy, the paper submittal marked "original" will take precedence. If Respondent asserts that any portion of the Reply is exempt from disclosure under the Florida Public Records law, Respondent must submit a redacted version of the Reply along with the un-redacted version. The redacted copy shall be clearly titled "Redacted Copy."

Respondents are advised to assure electronic files are not corrupt prior to mailing, as any material which is not readable will not be considered and may be grounds for rejection from further consideration.

(h) Elaborate Replies.

It is not necessary to prepare a Reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Reply shall be prepared in accordance with the instructions herein.

3.04 Reply Submission.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.

Respondents shall deliver Replies to the Department's office designated in the Solicitation Acknowledgement Form before the date and time specified. Any Reply that is received after the exact time specified in the

Timeline of Events is late. Late Replies, as well as Replies submitted electronically or by facsimile, are Non-Responsive and will not be considered in the Evaluation and are not eligible for Award. Respondent should be aware that the U.S. Postal Service does not guarantee on time delivery for any service other than Express Mail. All Reply materials must be packaged so that each box shipped to the Department does not exceed 25 pounds.

In addition to whatever markings are required for shipment, Reply packages must be marked to show the Respondent's name and address, the solicitation number, and the date and time Replies are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

3.05 Alternate Replies.

A Respondent may not submit more than one (1) Reply. The Department seeks each Respondent's single-best Reply. In the event a Respondent submits more than one (1), only the most-current (i.e. latest received by the Department) Reply will be accepted.

3.06 Assertion of Confidentiality Regarding Submitted Materials.

- (a) Replies should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by Respondent to be proprietary, trade secret, intellectual property, or otherwise confidential ("Confidential Information") and which Respondent claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of the Reply, and either removed from or obliterated in the Redacted Copy.
- (b) If Respondent fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Reply.
- (c) The Redacted Copy should redact all, but only, those portions of material that Respondent asserts are Confidential Information. Respondent must identify the statutory citation supporting its claim of confidentiality for each and every redaction.
- (d) Failure to identify asserted Confidential Information in Replies, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or Reply.

3.07 Conflict of Interest.

The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

3.08 Disclosure.

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this Solicitation after evaluations are complete.

3.09 Firm Reply.

NOTE: This section supersedes Section 2.00, General Instruction to Respondents (PUR1001), Paragraph #14, Firm Response.

The Department may make an award within one hundred eighty (180) days after the date of the Reply opening, during which period the Reply submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the Reply opening date, the Reply shall remain firm until either the

Department posts an Agency Decision, or the Department receives a written notice from the Respondent that the Reply is withdrawn, whichever occurs first. Any Reply that expresses a shorter duration shall be rejected.

3.10 Misrepresentation.

All information submitted, and representations made by the Respondent are material and important and will be relied upon by the Department in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for the Department to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

3.11 Public Requests for Replies.

- (a) If a public records request is made for the Reply, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If a public records request is made for the un-redacted Reply challenging the assertion of exemption, the Department will notify Respondent that the requested records contain asserted Confidential Information. Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- (b) Respondent shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.
- (c) By submitting its Reply, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.
- (d) By submitting a Reply to this Solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Reply are Confidential Information not subject to disclosure.

3.12 Responsibility.

The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. Respondent must have more than five (5) years of experience storing, processing or transmitting payment card transactions through major e-payment processing networks.

The Department will consider the Business Volume tabs B, C, D, and E to determine whether a Respondent is responsible. Additionally, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Contract.

3.13 Prime Contractor and Subcontractor.

In accordance with the terms of the Solicitation Acknowledgment Form, a Respondent may not respond to this Solicitation as both prime contractor and as a subcontractor. The Respondent shall be disqualified if and to the extent it responds to this Solicitation as a proposed prime contractor and has agreed to serve as a

subcontractor to any other Respondent to this Solicitation. A Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its Reply as a prime contractor.

All Replies to this Solicitation to provide services as prime contractors which are received from affiliated entities (those with any common ownership, management or control), shall be rejected if discovered prior to selection and any award or contract thereon shall be terminated if discovered subsequent thereto.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

3.14 Samples.

The Department reserves the right to request samples of Respondents product for testing and evaluation during the Solicitation process. Samples will be provided within twenty (20) days at no cost to the Department. The Department will return samples to Respondent within sixty (60) days after the award of the contract if, requested in writing and return, postage paid packaging is provided by Respondent at the time of sample submission.

3.15 Protest Rights.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Documents received after Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m.) will be filed the following business day.

All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped, either physically or digitally, by the Agency Clerk and are accompanied by a Protest Bond in the amount of one percent (1%) of the total estimated value of the contract.

It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing and physical address is:

Agency Clerk, Office of General Counsel
Department of Environmental Protection
3900 Commonwealth Boulevard
Douglas Building, MS#35
Tallahassee, Florida 32399-3000

Do not send Bids/Responses to the Agency Clerk's Office. Send all Bids/Responses to the Procurement Officer identified in the solicitation.

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Section 4.00 STATEMENT OF WORK

4.01 Scope of Service.

The Contractor shall implement the PBS as described below and provide comprehensive set of supporting services in accordance with the attached Requirements Document (Services) to support the business operations of Florida's 175 State Parks.

4.02 Definitions

Acronym	Term	Description
	Access	Ability or authority to interact with a computer system, resulting in a flow of information
	Accrual Basis Accounting	Accrual accounting credits revenue on the day it is earned (revenue collected but not yet earned is deferred revenue) and debits revenue if it is later refunded.
AD	Active Directory	Active Directory is a hierarchical structure that stores information about objects on DEP's network. It is used to authenticate users when they attempt to access resources on the network. DEP can integrate with applications using Security Assertion Markup Language (SAML) protocol for Single Sign-On (SSO) using secure tokens against its Azure-based Single Sign-on architecture
	Activities	Experiences offered by individual parks to visitors that may be reserved and for which fees may be charged (such as tours, demonstrations, etc.).
	Actual Attendance	Visitor attendance captured from staffed access points. May count toward day attendance or overnight attendance.
	Admission	Entry fee or point of entry into a park.
	Advanced Reservation	Each instance of a visitor making a Reservation to use or occupy the Parks' overnight accommodations (or other reservable inventory), including cabins or campsites, on a future date or dates, through the PBS (through either the internet or telephone or in person) that results in the creation of a unique Reservation Confirmation Number.
	Amenities	Physical features associated with a park or facility such as trails, rivers, restrooms, picnic tables, barbeque grills, etc.
	Annual Entrance Pass	All passes allowing entry to a Park not requiring a daily use fee; including, but not limited to, Annual Entrance Passes as well as future Entrance Pass options as may be created by Department. A physical or virtual instrument sold or awarded for the purpose of discounting or waiving specified charges (such as the Family Annual Entrance Pass, etc.) for a specified period of time (such as a season, for a year from issue, lifetime, etc.) at one or more locations (such passes may be valid at only one park or at all parks).
API	Application Programming Interface	A library that includes specifications for routines, data structures, object classes, variables and remote calls that can be exposed to assist otherwise distinct applications with sharing data, which can help to integrate and enhance the functionalities of the applications.
	Attendance	Count of visitors present at a park. Includes estimated attendance and actual attendance, and accounts for both Day-Use and overnight visitors.
	Boat Campground	Mooring areas or docks which allow boaters to pull into designated sites/slips and camp onboard their boats.
	Boat Campsites	Number of moorings or boat slips in the boat campground.

	Boat Launch	Location or associated fee to launch or recover a boat, canoe or kayak from visitor-owned trailer.
	Cabin	A designated building made available to visitors for lodging purposes. Specific cabins will be made available for reservation for a particular time period.
	Call Center	Contractor operated location and service where visitors call to make Reservations.
	Campground	A location operated by the Department that accommodates overnight camping or overnight stays. A developed area to support recreational vehicles (RV), travel trailers, pop-up campers and tents. This area may include the following list of amenities: water connections, electricity connections, centralized showers, restrooms, dump station, picnic tables, campfire ring and/or grill; may also include sewer hook-ups and other amenities.
	Campsite	A single site in a campground designated for occupancy. May be designated as "electric 30-amp," "electric 60-amp" or "non-electric".
	Cancellation	Each instance where there is a revocation of an entire existing Reservation, which was made through the CRS, without replacement by Transfer.
	Cancellation Fee	Fee paid contractor for a visitor's cancellation of a Reservation. It is deducted from the refund of Use Fees due to the visitor requesting cancellation, which is processed by the contractor.
	Central Office	The main administrative offices for the Department's Division of Recreation and Parks, located in Tallahassee, Florida.
CRS	Central Reservation System	Contractor's centralized reservation system, modified as necessary to be compatible with all other PBS services provided under the Agreement, which includes reservation capability as well as financial and inventory reporting elements. CRS shall be a statewide system which is integrated with all PBS services under the Agreement.
	Check-In	Sequence of activities performed on the PBS by Department Representatives at a Park to check a visitor (with or without a pre-existing Reservation) in upon arrival, as part of the reservation process.
	Check-Out	Sequence of activities performed on the PBS by Department Representatives at a Park to check a visitor (with or without a pre-existing Reservation) out prior to departure, as part of the reservation process.
CSO	Citizen Support Organization	A nonprofit partner meeting critical funding needs for universal access, conservation, education and preservation. May provide statewide or park-specific support.
	Close-out Process	The closing of a financial session within the POS where all transactions pertaining to that session are closed to further entries and cash on hand and deposit slip assignments are recorded.
	Closure	An action taken to prevent a site from being reserved for a specific time period.
	Comment	An internal facing (not visible to visitors) notation. May be a comment to be included with a visitor profile to communicate information to DEP and contractor, or a comment to communicate information about a closure, refund or other action.
	Concessionaire	May be an individual, partnership or corporation that, under terms of an agreement with the Division, provides any or all of the following while under agreement with the Department: sale of items such as hot meals, snacks, soft drinks, clothing, souvenirs, supplies, recreational equipment; rental of recreational equipment and guided tours and interpretive programs.

	Confirmation	A written notice sent to the visitor by the contractor after a Reservation is created in the PBS that includes a unique Reservation Confirmation Number.
	Contract Year	Annual period within the contract beginning with the contract execution date.
	Contractor	The individual, corporation, company, partnership, firm, or organization that furnishes the materials and performs the work as stated in the contract.
	Contractor's Contract Manager	The individual designated by the Contractor, and identified in the contract, as authorized to represent the Contractor during the term of the contract.
	Day-Use	Any recreational activity within a park that is typically offered or participated in only between 8:00 a.m. and sundown.
	Day Visitor	Any park visitor whose visit does not include the use of the park's overnight accommodations (even if the use is after hours).
	DEP Contract Manager	The individual designated by DEP, and identified in the contract, as authorized to represent DEP during the term of the contract.
DEP	Department	The Florida Department of Environmental Protection.
	Deposit	Refundable, or non-refundable fee to ensure return of, or cover loss to, State-owned property.
	Developed Group Camp	A full facility overnight accommodation for large groups, which typically consists of sleeper cabins, restrooms, dining hall, recreation hall, open-air pavilions and office/infirmarary/staff quarters building. These facilities are usually rented for church retreats, family reunions and youth camp programs.
	Dining Hall	Area designed for eating, includes attached kitchen.
	Discount	Incentives to encourage attendance and participation.
	District	The five administrative sections of the Division of Recreation and Parks which manage specific Parks grouped within each District. Administrative offices are located in Panama City, Florida (District 1), Gainesville, Florida (District 2), Apopka, Florida (District 3), Osprey, Florida (District 4), Hobe Sound, Florida (District 5).
DRP	Division	Division of Recreation and Parks.
	Donation	Monetary contribution to park which supports the Help Our State Park (HOSP) fund, park-specific donation fund, or Citizen Support Organization (CSO) fund.
	Downtime	Staff or Visitors being unable to perform customary functions within the system (such as but not limited to making reservations, processing transactions, cash drawer management, checking facility availability, managing facility closures, looking up park information, setting up products, changing product prices, performing product inventory management tasks, researching visitor and financial information, reviewing system or ad hoc reports, etc.).
	Dump Station	Facility specifically designed for vehicle wastewater.
	Equipment Rental	Process and associated fee to rent State-owned kayaks, canoes, scuba equipment, etc.
	Equipment Type	The type and size of a visitor's camping equipment, including, but not limited to tent, RV, trailer, etc.
	Estimated Attendance	Visitor attendance captured from unstaffed access points (vehicles or pedestrians) which may or may not have a vehicle or pedestrian counter. Each park maintains a DEP approved method for calculating this type of attendance. May count toward day attendance or overnight attendance.

	Event	An activity organized by a visitor using Park Facilities. Examples of Events include, but are not limited to, family reunions, corporate conventions and church retreats. Also known as Private Event.
	Facility	Physical unit (such as pavilion, recreation hall, meeting room, etc.).
	Facility Rental	Process and associated fee for rental of a pavilion, meeting space, wedding venues, or other location within a park not for overnight use.
	Family Annual Entrance Pass	Annual pass that provides day use park entry for up to a total of eight people entering in a group, except at Ellie Schiller Homosassa Springs Wildlife State Park and Weeki Wachee Springs State Park where the family pass is good for admission of up to two people, including the pass holder. Provides a 33% discount at the Skyway Fishing Pier State Park.
	Family Campground	A special use area within a park that has been normally established, developed and designated to accommodate overnight camping for parties of one or more adults and those accompanying such responsible adults.
	Field Reservation	An advanced reservation (not a Walk-in Registration) made by the Department.
	Financial Session	Sales, revenue and attendance data captured associated with one or multiple transactions made in the PBS by a specific user. Used for accounting and auditing procedures.
FY	Fiscal Year	As defined by the State of Florida – July 1 through June 30, annually.
FPS	Florida Park Service	The common use name of the Division of Recreation and Parks, which is a registered fictitious name and therefore a legal identifying name for the agency.
FSP	Florida State Parks	The public-facing name used to refer to the properties managed as state parks under the Division of Recreation and Parks.
	Gazebo	Roofed, decorative structure.
	Generally Accepted Accounting Principles	A common set of accounting principles, standards and procedures that companies must follow when they compile their financial statements.
	Gift Card	A physical or virtual preloaded debit card entitling the recipient to receive goods or services of a specified value from the issuer.
	Glueware	Software that is designed to seamlessly integrate disparate and decentralized software solutions and systems.
	Group	Grouping of visitors who will participate jointly in a reservation or event.
	Help Desk	Contracted contractor operated toll-free, telephone support to assist Department Representatives when problems arise in the Park Business System that are software related.
	Honor Box	Unattended fixture for collecting fees at a park.
	Individual Annual Entrance Pass	Passes that provide day use park entry for a single named pass holder. Additional persons accompanying an Individual Pass Holder are \$2 per person admission except at Ellie Schiller Homosassa Springs Wildlife State Park and Weeki Wachee Springs State Park where the standard admission fee will apply.
	Information Calls	Calls from visitors requesting general information about particular Parks, Department policies, or anything not related to a Reservation or making a Reservation.
	Inventory Types	Categories of reservable sites or facilities which may include family campsites (tent, RV/Trailer, tent/RV, cabin, boat campsite, primitive site, primitive group site, developed group site, pavilions, etc.).

Lifetime Military Entrance Pass	Passes that provide the same benefits as a Family Annual Entrance Pass for those who are eligible. Lifetime Military Entrance Pass holders are required to obtain a replacement pass upon expiration of their current pass. Lifetime Military Entrance Passes may have an expiration date of up to five years from the date of issuance.
Location	Physical place where an action within the system can take place and shall be tracked from by the system (such as a park, visitor service center, administrative office, etc.).
Lodge	Building with multiple fully-furnished rooms for overnight stays having self-contained bathrooms; includes dining area (e.g. Edward Ball Wakulla Springs State Park).
Loop	Physical feature within a park, generally (but not always) containing multiple facilities of the same or different types.
Maintenance, Adaptive	Addresses minor modifications to the application. Examples include: modifications to address system/hardware/database environment upgrades, providing new minor functionality improvements, creating/maintaining documentation, modifying verbiage on reports/screens, and other functions as requested.
Maintenance, Corrective	Corrective maintenance addresses the repair of application defects to enable the application to provide the required functionality and service levels at the time the Contractor began this engagement.
Maintenance, Preventive	Preventive maintenance refers to the modifications needed to prevent potential errors in a software product. Examples include: Inability to commit/insert data, miscellaneous software "bugs," routine monitoring of batch processes, initiating/monitoring any integrations or scheduled data transfers, security updates and scans, and other functions as needed to ensure the stability and accessibility of the system.
Maximum Stay Requirement	Maximum amount of time (such as number of hours, days or nights) that a facility can be rented for.
Merchandise	Products sold such as gift shop items and souvenirs.
Merchandise Inventory	Quantity on hand that has a monetary value.
Minimum Stay Requirement	Minimum amount of time (such as number of hours, days or nights) that a facility can be rented for.
Museum	Facility built to provide interpretive displays, exhibits or programs about a specific event, individual, activity, etc.
Non-Taxable Products	These are products which the Department does not pay taxes (state or local option taxes) on. Examples include replacement annual pass sales, contractor utility payments, land use proceeds and HOSP donations.

	Non-Visitor Generated Fees	Fees collected at a park for concession revenue payments, park operated laundry machines, timber sales revenue, etc. Includes the below listed revenue types: 1085 - Park Home Site Rental 4044 - Concessionaire Utility Reimbursement 4005 - Contract Concessionaire Revenue 4006 - Contract Vending Machine Revenue 4010 - Contract Concessions - Late Penalties 11063 - HOSP 18001 - Prior Year Refunds 18011 - Miscellaneous Refunds and Reimbursements 18020 - Cell Phone Reimbursements 21032 - Timber Sales 21043 - Land Use Proceeds 29004 - Surplus Property 012001 - Fine/Forf-CourtIM 004011 - Misc. Receipts non-tax 004012 - Shortage/Overage 004037 - Misc. Receipts-taxable (except for Dump Station Fee, Lamination Fee, Miscella/Taxable, Photocopy Fee, Shower Fee, Water Station Fee, Parking Fee, Photocopy Fee) 025001 - Sales Tax 025002 - Local Option Tax 040002 - Monroe Co Entrance Surcharge 040003 - Monroe County Overnight Surcharge 040004 - Monroe County Pass Surcharge
	Project Organizational Chart	A project organizational chart shall identify the roles, responsibilities, and relationships required of all project team members, both Contractor and DEP staff.
	Overnight Accommodations	Offering and facility which provides visitors overnight park access in the form of family campgrounds, cabins, group camps, primitive sites and primitive group camps, or other inventory types.
	Overnight Visitor	Any Park Visitor whose visit includes the use of the Park's overnight accommodations.
	Park	Any individual component of the Florida State Park system as listed on the Division's Jurisdiction Report. The various unit designations (State Park, State Preserve, State Recreation Area, State Reserve, State Special Feature Site, etc.) are for internal agency use. Publicly, nearly all units are referred to as State Parks.
	Park Business Day	Hours a Park is typically open for operation - 8:00 AM - Sunset, seven days per week.
PBS	Park Business System	The integrated technology system for park business needs and supporting the management of all fee and non-fee transactions, including but not limited to payment processing, information tracking, analysis tools, inventory management and reservations across all sales channels. Includes, at minimum, a Central Reservation System, a Day-Use point of sale system and automated entry technology.

	Pass	A physical or virtual instrument sold or distributed for the purpose of discounting or waiving specific fees, or as part of program membership, for a specified period of time, which is valid at one or more locations.
	Pavilion	Open air shelter. Large (13-18, six-foot picnic tables); Medium (7-2, six-foot picnic tables); Small (1-6, six-foot picnic tables).
	Payment Card Industry Standard Data Security Standard	A set of security standards designed to ensure that all companies that accept, process, store, or transmit credit card information maintain a secure environment.
PII	Personally Identifiable Information	Any data that could potentially identify a specific individual, as determined or defined by Payment Card Industry (PCI) or other industry standards.
POS	Point of Sale System	Contractor's point of sale programs, software and software support system, modified as necessary to be compatible with all other PBS services provided under the Agreement, and which shall include all modules related thereto, including, but not limited to Store Manager, and financial and inventory reporting elements. POS shall be a statewide system which is integrated with all PBS services under the Agreement.
	POS Services Fee	The fee payable to contractor for transactions reported through the POS system.
	Primitive Campground	An area designated for camping with limited or no improvements such as a fire ring, cleared or partially cleared sites for tent camping, and if possible, potable water. Accessible by foot, bicycle or canoe/kayak only.
	Primitive Campsite	A campsite with limited or no improvements such as a fire ring, cleared or partially cleared sites for tent camping and if possible, potable water. Accessible by foot, bicycle or canoe/kayak only.
	Primitive Group Camp	An established campground designated for use by organized groups; typically includes restroom or pit toilets, fire circle and large tent campground.
	Private Label Home Page	The website created specifically for Florida State Parks (not including information pertaining to any other client), maintained and hosted by the contractor, capable of performing real-time Reservations and other transactions. The website shall be limited to and specifically for Department's properties and is a separate website from any general reservation site the contractor may offer.
	Promotional (Promo) Code	DEP-approved code which allows Visitors to apply specific discounts to applicable reservations and other transactions.
	Ranger Station	A structure at the entrance (or primary access point) to a Park to afford the initial contact between the Visitor and park staff, where admission is controlled, entrance fees are collected, camper's check-in and information is disseminated. May also include an adjacent parking area, visitor information, and park offices.
	Recreation Hall	Building designed for recreational activities other than eating.
	Registration	The process, similar to a reservation, that occurs when a Visitor does not have a pre-existing reservation by wants to reserve a site or facility for immediate use.

	Reservation	Each instance of a Visitor making a Reservation to use or occupy the Parks' overnight accommodations (or other reservable inventory), including cabins or campsites, through the PBS (through either the internet or telephone or in person) that results in the creation of a unique Reservation Confirmation Number.
	Reservation Agent	A trained, Visitor Service-oriented telephone operator, employed by the Contractor, who provides Reservation services to visitors wishing to stay overnight in the Parks.
	Reservation Confirmation Number	A unique number assigned to each Reservation made through the PBS.
	Reservation Fee	Fee charged by contractor for each completed Reservation.
	Revenue	Funds collected and accounted for by the Park Business System.
	RV/Trailer Site	Site within campground designated for RV and/or trailers.
SaaS	SaaS Software Application (or SaaS Software)	Software that is owned, delivered and managed remotely by a provider, with the software and associated data centrally located on the cloud. The computer software listed in the contract to which the Contractor has granted DEP access and use as part of the subscription. This includes any modifications, other derivative works, upgrades, relates, fixes, patches, etc.
	Sales Channel	Electronic venue through which sales are made. DEP generally uses three sales channels: The public reservation website; the call center and the field (which is comprised of numerous sales locations, such as parks, throughout the state).
SAML	Security Assertion Markup Language	SAML (Security Assertion Markup Language) is a common protocol used for web browser single sign-on (SSO). SAML allows a standards-based approach for providing authentication across domains. The SAML Web Browser SSO profile was specified and standardized to promote interoperability.
	Severity Level 1	Critical/Work Stopped: Any incident that prevents transaction processing on one or more POS terminals, prevents one or more reservation processes; one or more aspects of the reporting and administrative system do not function or produce inaccurate data; no viable workarounds available; not considered a system-wide outage.
	Severity Level 2	High/Work Impaired: Any incident that prevents transaction processing on one or more POS terminals, prevents one or more reservation processes; one or more aspects of the reporting and administrative system do not function or produce inaccurate data; workarounds available; not considered a system-wide outage.
	Severity Level 3	Medium / Work Impacted: Incidents that do not impair transaction processing but require DEP staff or its visitors to use alternate, non-standard and short-term 'workarounds' in order to continue normal work until the problem is eventually resolved and systems are returned to normal operations.
	Severity Level 4	Non-Urgent: Incidents affecting single individuals that are not emergencies or otherwise classified under a higher severity. Individual request for help or service that is not driven by a given deadline.
	Severity Level 5	Informational or Routine: Informational request, questions or support that is optional, but is desired by the DEP to make the system more effective or efficient

SSO	Single Sign On	Providing authentication for multiple applications using the same credentials from a directory server such as Active Directory by passing the authentication token seamlessly to properly configured applications.
	Site	Physical facility or unit available to be reserved and/or occupied.
	Site Specific	Reservations shall be made for a specific facility type and number.
	Special Event	Any Park- or private-sponsored event that takes place in a Park, offers a value-added experience to park visitors, and relates to the park's resources, mission or community. Special Events include: Career Days, Earth Day, March for Parks, reenactments, arts and crafts festivals, beach cleanups, concerts and music festivals, holiday celebrations, sports contests, walk-a-thons, etc.
	Staff	A person authorized by the Department to enter selected areas (based on individual user access), use and complete transactions in the PBS including, but not limited to, Department personnel, volunteers, the Parks' Citizen Support Organization members, and DEP-authorized independent Park contractors. Users of the PBS.
	Stakeholder	Grouping of Department subject matter experts and Department leadership personnel who will be involved with approvals and decisions related to the contract.
	System wide outage	A system wide outage refers to an issue that causes the system to fail to provide or perform one or more of its primary functions (such as transactions, reports, reservations) to three or more visitors or staff.
	Tax Exempt Sale	Transactions which are free from tax at the federal, state, or local level.
	Tent Only Site	Site within campground designated for tents only; usually has water and electricity. Site may be separated from the designated parking area and require a short walk. Sites with parking may be designated "tent only" per park policy.
	Tent/RV Site	Site within campground designated for RV and/or tents.
	Ticket Fee	The fee payable to contractor for each ticket transaction completed, calculated as a percentage of the monthly ticket sale transactions.
	Toll Booth	A small structure at the entrance (or primary access point) to a State Park to afford the initial contact between the visitor and park staff, where admission is controlled, entrance fees are collected, camper's check-in and information is disseminated. May also include an adjacent parking area, visitor information, and park offices. Typically offers less services than a Ranger Station.
	Tour	A guided visit to a place or area for educational or interpretive purposes. May include house tours, garden tours, fort tours, boat tours, tram tours and other guided tours.
	Transaction	A user action processed through the Park Business System which includes, but is not limited to Day-Use entry, merchandise sales, campsite/cabin reservation, equipment rentals, etc.
	Transfer	Each instance of a visitor making any modification of an existing Reservation made through the CRS, other than its cancellation, including, but not limited to, a change in the duration of the Reservation or in the campsite, cabin, or the Park of the Reservation.
	Transfer Fee	Fee paid by the visitor when a Transfer is completed.
	Triggered Correspondence	Automated rules that facilitate communication with visitors at specific points, before, during or after their stay.
	Use Area	An area of land within the unit designated for general or specific uses, such as picnic area, camping area, swimming area, etc.

	Use Fee	Fee to use utility hookups, dumping stations, showers, dive fees, etc.
	User Account	PBS account which allows individual Staff or Contractor to access all or part of the PBS and potentially to receive authorization to access specific resources provided by or connected to that system.
	Visitor	The term used to describe the members of the public that visit and use Florida State Parks. Member of the public accessing the Park Business System directly through the public facing reservation website or through a system user. An individual obtaining a Reservation for a Park campsite or cabin through contractor's CRS, or one making a purchase through the contractor's POS system or through automated entry technology.
	Visitor Alert	A quick notice of any unusual, potentially dangerous or other situation which a visitor would need to be aware of prior to arrival at a park. Typically reserved for more severe or important information.
	Visitor Center	Facility built to provide general interpretive information about the Park's natural and cultural resources, recreation activities, etc.
	Visitor Notification	An announcement or reminder of information which will benefit a Visitor's experience. Typically reserved for more routine communication.
	Visitor Profile	A set of information regarding the visitor's contact and demographic information, including name, address, phone, and email, etc. A Visitor user account.
	Visitor Service	Contractor office or service providing a toll-free, telephone support for resolving visitor questions, problems and complaints that are beyond the authorization of an agent.
	Walk-In Registration	A Visitor who arrives at the Park to register for a campsite or cabin without a pre-existing Reservation.
	Walk-in Site	Sites, as designated by the park manager, which are retained under park control for park purposes and are not made available for advanced reservation. Typically, 10% of the Park's inventory.

4.03 Contractor's General Responsibilities

1. The Contractor shall begin work within fourteen (14) calendar days after issuance of the Contract or on the agreed upon date between DEP and the Contractor.
2. Upon execution of the Contract, the Contractor will be responsible for conducting Requirements and Configuration Confirmation sessions to ensure complete and thorough implementation of DEP specific requirements.
3. The Contractor shall deploy all outcomes as specified in the Contract so that the system is operational no later than the implementation date agreed upon between DEP and Contractor.
4. The Contractor shall manage the implementation of Service (Project) by assuring that all phases of the project plan and schedule are accomplished without significant delays, problems or rework. The Contractor shall keep DEP apprised of the project schedule on at least a bi-weekly basis.
5. The Contractor shall administer the work by establishing and maintaining effective communication with all groups related to the project.
6. The Contractor shall communicate project requirements to Contractor staff and Subcontractors, and direct and coordinate project activities to ensure that the project progresses efficiently and is completed on schedule.
7. The Contractor shall perform implementation management activities, including project management, quality assurance, design and development, testing, training, and transition.

8. Provide the administration, maintenance, and support of the completed system for the life of the contract.
9. Deploy a system that will allow for the incorporation of future enhancements at a later time, if requested.
10. Administer the work by establishing and maintaining effective communication with all groups related to the project.
11. The Contractor shall perform performance management activities, including measuring and reporting performance against established service level agreements, listed below for the implementation phase, and attached and incorporate by reference for the post-implementation phase.
12. The Contractor shall use employees with knowledge to develop and implement the service requirements in this specification.
13. The Contractor shall use employees that have experience in working in a cooperative team environment.
14. The Contractor shall meet Requirements tied to availability, integrity, security, usability, flexibility, accessibility, compatibility, and scalability.
15. The Contractor shall provide a Project Manager that will serve as the Contractor's primary point of contact.

4.04 Contractor's Specific Requirements

The Contractor shall also be responsible for maintaining the system functionality, providing the services outlined and meeting the other contractual requirements listed in the Requirements Document, attached and incorporated by reference.

Contractor shall provide, maintain, and support all of the hardware needed for the implementation of the Solution to support POS, various types of reservations, and the overnight accommodations check-in process at Parks locations statewide (Hardware).

4.05 DEP Responsibilities

The Department will:

1. Review and approve all project deliverables prior to acceptance.
2. Provide an overview of Florida State Parks to familiarize Contractor personnel with current DEP systems and applications.
3. Designate a DEP Contract Manager to serve as the primary DEP point of contact.
4. Coordinate access to DEP facilities and schedules with the Contractor.
5. Provide access to required data systems and information.
6. Provide Tier 2 help support to park staff on use of system components, such as hardware, that are under the control of DEP rather than the Contractor and understanding of DEP policies and how they relate to system use.
7. Provide facilities, network connectivity, bandwidth and electricity at Point of Sale / Camper Check-in locations.
8. Perform user acceptance testing against all documented business rules and system specifications and requirements, to include validation of appropriate response for invalid or unexpected input conditions as well as valid conditions.

9. Perform periodic audits, or field reviews, as needed.

4.06 Implementation Tasks and Deliverables

(a) Deliverable Format Requirements

Deliverables are intended to document Contractor tasks and sub-tasks. Task deliverables must address all sub-task description and requirements for the related tasks.

All draft deliverables for which formal review is required, and all final deliverables, shall be provided to DEP electronically, using the following software standards (or convertible versions).

- a. Word Processing – Microsoft Word 2013 or later
- b. Spreadsheets – Microsoft Excel 2013 or later
- c. Presentations – Microsoft PowerPoint 2013 or later
- d. Project Management – Microsoft Project 2013 or later and PDF format

All report deliverables must include an executive summary. The executive summary will discuss the recommendations in language intended for its primary audiences: Department leadership and program staff. This summary will present the report findings and recommendations in non-technical terms.

No deliverables shall be marked proprietary. All deliverables, other than the system itself shall become DEP's property, and ownership of any copyrighted material created under this Contract, if any, shall be assigned to DEP.

(b) Timing of The Deliverable Management Process

- a. The Contractor will submit an electronic copy of each draft deliverable to the DEP Contract Manager by the dates specified in the DEP-approved project schedule.
- b. The DEP Contract Manager will submit copies of the deliverables to all Stakeholders within two (2) business days of receipt.
- c. The Stakeholders have three (3) business days to determine if the deliverable needs substantial changes. Substantial changes are defined as:
 1. Non-completion of elements as defined in the deliverable acceptance criteria and/or standards.
 2. Hyperlinked text within the deliverable that, when clicked, does not redirect the reader to the intended reference.
 3. Non-readability due to grammatical incorrectness.
- d. If it is determined that the deliverable needs substantial changes, then the deliverable will be formally rejected.
- e. Upon resubmission of the deliverable, the deliverable management process and timeframes begin again.
- f. Stakeholders will review and provide the DEP Contract Manager a formal response to findings, conclusions and recommendations within ten (10) business days following receipt of the deliverable from the DEP Contract Manager.
- g. The Contractor shall review DEP's responses and resubmit the following to the DEP Contract Manager, within five (5) business days of receipt of DEP responses: (1) revised deliverable; (2) Stakeholder responses; (3) any final comments made by Contractor in response to Stakeholder response; (4) updates to relevant source documentation based on Stakeholder responses.

- h. The commenting Stakeholders will review Selected Contractor's final package within five (5) business days from receipt and approve upon satisfaction of all Department requirements.
- i. Upon disapproval, further review cycles shall follow.
- j. Repeated review cycles with little to no improvement may result in a corrective action plan or termination of Contract.

(c) Project Management Deliverables

Contractor shall submit a project management methodology/approach that ensures completion of deliverables to specified quality standards. The Contractor shall manage this project to ensure quality, project success, long-term viability and optimal cost of ownership.

(l) Deliverable PM-1 - Project Management Plan

Contractor shall submit a Project Management Plan with a clearly defined scope listing all tasks, deliverables, staff resources, durations, and anticipated start and end dates for project tasks. This includes written project approach, controls, standards, and procedures for all project tasks the Contractor will be responsible for, including but not limited to the acceptance criteria that follow.

DEP has assessed this project and determined it to be a risk and complexity category 2 project according to the definitions contained in [Florida Administrative Code 74-1](#). Therefore, all project management deliverables must comply with the related requirements specified in this rule. Delivery of the Project Management Plan will be determined ACCEPTABLE when the following criteria are met:

1) PM-1 Acceptance Criteria – Project Methodology Section

The Project Methodology Section will describe the process, procedures, and standards approach used to manage the project:

- a. Processes for managing project documentation.
- b. Submission and approval of deliverables.
- c. Submission and approval of the gated phases.
- d. Naming conventions.
- e. Meeting procedures.
- f. Change control process.
- g. Requirements management.
- h. Business process reviews.

2) PM-1 Acceptance Criteria – Project Schedule

Contractor shall submit a detailed Project Schedule for all project tasks required for implementing the PBS. The Project Manager shall monitor and update the schedule and work plan, revising as appropriate, with approval from DEP. The plan shall be developed in a Project Management System, such as Microsoft Project, as agreed upon between DEP and the Contractor. The schedule shall meet the criteria below.

- a. There is a clear and logical definition of each task/deliverable with target start and completion dates; Individual schedule tasks should be no longer than four weeks in duration.
- b. Task and deliverable relationships, dependencies, and prerequisites are clearly defined.
- c. Deployment tasks and contingencies are fully accounted for and clearly indicated.
- d. Staff requirements for all tasks and deliverables are identified.
- e. Project Communication, Risk, and Quality tasks are clearly delineated in the schedule.
- f. Schedule is submitted and approved by DEP.

- g. After approval, schedule is baselined. Rebaselining can only occur through a DEP approved change request.

3) *PM-1 Acceptance Criteria – Communications Section*

The Communications Section will define Stakeholder groups and communications strategies:

- a. The Contractor will define communication channels with all project Stakeholders.
- b. Meetings shall define how meetings will be scheduled and conducted as they are required by DEP or the Contractor. The Contractor shall be available to provide information reports (including meeting notes), audits or other special reports as required by DEP. Meetings will be held at a DEP facility in Tallahassee, Florida or via teleconference, at DEP's discretion.
- c. Contractor will state how it plans to make appropriate team personnel available (in person or via remote web communications) to DEP as needed and mutually agreed upon, such as during key phases of planning, testing, and training prior to implementation.

4) *PM-1 Acceptance Criteria – Quality Assurance Section*

The Quality Assurance Section details all assessments, procedures, controls, metrics, and reporting that assure quality in the products and services delivered.

- a. Quality Controls to be used within the project to assure quality and consistency throughout the term of the contract including any procedures to periodically measure and report quality performance to DEP throughout the contract period.
- b. How often the Contractor conducts internal audits and engages external audit firms to conduct audits of its operations.
- c. Response plan for errors or service disruption events and planned response during and after the event to ensure that all appropriate parties are made aware of the event and minimize the likelihood that such errors or events will occur again.

5) *PM-1 Acceptance Criteria – Risk Management Section*

The Risk Management Section describes tools, techniques, and methodology for identifying and managing adverse risks to project success.

- a. Identifies and assesses potential risks to the project and manages actions to avoid, mitigate, or manage risks.
- b. Monitoring, reporting, and control of risk status throughout the term of the contract.

6) *PM-1 Acceptance Criteria – Issue Management Section*

The Issue Management Section describes tools, techniques, and methodology for identifying, tracking, reporting, and managing issues to resolution.

- a. Issue identification and tracking vehicle which includes approvals from DEP project manager before implementing.
- b. An electronic issue log and provide to DEP upon request.
- c. Describe how estimates will be provided for the resolution of each issue.
- d. Define the issue resolution process including timeframes, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process, including approval and escalation procedures.
- e. Describe issue resolution plan for issues that require longer than two weeks to resolve.

7) *PM-1 Acceptance Criteria – Change Management Section*

The Change Management Section describes tools, techniques, and methodology for identifying, tracking, reporting, and managing change.

- a. A change control plan that includes change identification, tracking, and change management processes.
- b. Identification of responsible parties to approve changes.
- c. Change Management outputs will need to integrate into the DEP Change Management Process and Procedures.

8) *PM-1 Acceptance Criteria – Organizational Chart Section*

The Organizational Chart Section illustrates the relationships, roles, and integration points of all project resources.

- a. Organizational Chart includes both Contractor and DEP staff resources and identifies the roles and responsibilities required of all project team members including the identification of roles involved in the escalation process.
- b. The organization chart shall show how the Contractor will integrate DEP staff resources with the Contractor's project team.

(ii) Deliverable PM-2 – Ongoing Status Reporting and Performance Reviews

Contractor shall perform bi-weekly project status and performance reviews to ensure measurable progress has been achieved and that standard practices are being adhered to. In order to facilitate performance reviews, the Contractor shall submit bi-weekly progress reports detailing work completed and project milestones reached. This report shall be due to the DEP Project Manager no later than the Monday immediately following each bi-weekly period. The report shall be in an electronic format that shall be agreed upon between the Contractor and DEP. Delivery of the Status Reporting and Performance Reviews will be determined ACCEPTABLE when the following minimum criteria are met:

1) *PM-2 Acceptance Criteria – Pre-Production Reporting*

- a. Properly branded with project title and contract number.
- b. Description of the progress of each task and percentage completed.
- c. Meetings attended, purpose, dates, attendees, description and outcomes and decisions.
- d. System issues and anticipated solutions.
- e. Major problem areas and anticipated solutions.
- f. Work planned for the following month.
- g. Updated project schedule; including actual and planned start and end dates tracked against approved baseline.

(d) Implementation Tasks/Deliverables

(i) Deliverable 3 - Security and Risk Management Plan

Contractor shall submit a Security and Risk Management Plan which will be determined ACCEPTABLE when the following criteria are met:

1) *Acceptance Criteria*

- a. Risk mitigation, avoidance and prevention measures
- b. Data classification; identifying any personal (such as PII), classified or sensitive data
- c. Data security methods (at rest and in transit) based on data classification

- d. Backup schedules and recovery procedures
- e. Fraud, abuse, and theft detection
- f. Cyber security monitoring approach
- g. Penetration testing and security scanning plan
- h. Proxy and firewall controls
- i. Clearly identified roles and responsibilities and ownership during disaster readiness and rapid recovery
- j. Process for testing recovery services at a minimum of once per year with documentation of such testing provided to DEP
- k. Provisions in place to protect the integrity of the master file in the event of a disaster, including retention and recovery of all system records and customer billing information.
- l. Disaster recovery plans and roles for all subcontractors.

(ii) Deliverable 4 - Requirements Confirmation Document

Contractor shall be responsible for documenting a review/analysis and confirmation of provided requirements. The document will be maintained as an accurate baseline of current requirements for each component delivery. The document will provide sections for each delivery component:

- Point of Sale / Camper Check In
- Reservation System (website)
- Administrative & Reporting (website)

Delivery of the Requirements Confirmation Document will be determined ACCEPTABLE when the following criteria are met:

1) Acceptance Criteria

- a. Gaps are identified and addressed in requirements provided
- b. Listing of confirmed requirements for each delivery component
- c. Integration requirements are identified
- d. Monitoring, Compliance, and SLA Reporting requirements and identified.
- e. "Glueware" requirements are identified (customized fit)

(iii) Deliverable 5 – Solution Design Package

Contractor shall be responsible for the design, development, testing, and deployment of automated interfaces and file transmissions between the components of the proposed system and DEP's current systems. DEP will assist the Contractor in the definition of the format, data elements and transmission methods for interfaces to legacy systems as well as designing, implementing and testing the processing and acknowledgement that transactions were recorded in the current systems. The Solution Design Package contains information needed to create, customize, or configure the solution in accordance with the system requirements as negotiated. It includes a solution overview and design detail of all delivery component architectures as well as any menu structure (for interfaces), business rules, integration needs, and security issues needed for implementation. The document will be placed under configuration control and maintained as an accurate baseline of each delivery component's design. The document will provide sections for each delivery component:

- Point of Sale / Camper Check In
- Reservation System (website)
- Administrative & Reporting (website)

Delivery of the Design Package Document will be determined ACCEPTABLE when the following criteria are met:

1) Acceptance Criteria

- a. A Requirements Traceability Matrix is created demonstrating accountability for all requirements within the solution.

- b. Conforms to requirements and terms approved during proposal and negotiation process
- c. Complete process flow diagrams including roles definitions and statuses
- d. Screen design mockups for all user interfaces to include all buttons, menus, and options
- e. Details the business rules that need to be applied within each menu, form, and report
- f. Addresses all privileges needed to use the system, the menu, the forms and the reports
- g. Addresses any ongoing maintenance activity expected of DEP staff for all delivery components. i.e., any periodic or event-based activities only DEP staff are to perform.
- h. Provides Monitoring, Compliance, and SLA Reporting design, layout and description of delivery methods
- i. Includes:
 - Details of the hardware/software configuration to confirm that the system will provide performance adequate to meet system requirements including projected growth requirements
 - A report on compatibility issues related to any proposed hardware changes with the existing processing environment
 - Discussion of issues related to maintainability and upgradeability
 - Prompts and Validations document that addresses field and form-level data validations
- j. If third party components are included, Contractor must:
 - Provide detailed justification
 - Provide full documentation/information about licensing
 - Obtain written approval from OTIS prior to incorporating the third-party tool into the application.

(iv) Deliverable 6 – Data Conversion/Migration Plan

Contractor shall be responsible for performing any and all required data conversion and migration activities associated with the project. The Data Conversion/Migration Plan identifies the process used to migrate existing data into the new solution including mapping to any data that will persist in the new solution. This plan includes an analysis of data quality; a mapping from the old data model to the new model; the process that will be used to convert/migrate the data, and; documentation of any data cleaning that must be completed. Contractor shall submit a plan that conveys all the components of its technical approach to data migration and complies with the criteria below.

1) Acceptance Criteria

Delivery of the Data Conversion/Migration Plan will be determined ACCEPTABLE when the following criteria are met:

- a. After analysis of the existing data, documentation is submitted identifying any data that do not meet requirements established.
- b. Data mapping identifies all data objects and any manipulation that must occur to transform and/or transfer the data.
- c. Identifies data cleaning activities required.
- d. The process for migrating the data is clearly documented:
 - Reviewed and approved by the OTIS Database Administration Section
 - DEP and Contractor data cleanup roles and tasks are identified and approved

(v) Deliverable 7 – Infrastructure Configuration and Operations Management Plan

Contractor shall provide a Configuration and Operations Management Plan for the delivered solution. The Contractor shall perform activities necessary to establish and test the infrastructure required to operate the system.

1) *Acceptance Criteria*

Delivery of the Configuration and Operations Management Plan will be determined ACCEPTABLE when the following criteria are met. The document:

- a. Identifies the hardware/software configuration necessary for each delivery component.
- b. Identifies configuration procedures for each delivery component.
- c. Identifies routine monitoring processes/activities/SLA reports and frequencies that the Contactor will employ to ensure performance of the delivered solution and satisfactory resolution of issues. Including, but not limited to, ongoing performance assessment to recommend infrastructure changes/upgrades to improve performance, reliability, and usability of the solution.
- d. Clearly identifies any DEP-only activities required for configuration and maintenance.
- e. Identifies how DEP will be able to determine the operational status of the system and related support activities (point in time or over a given period of time).
- f. Software/hardware version control – Managing the process of releasing new software (including third party software) into test, acceptance, and production environments, ensuring version compatibility. i.e., all developed software, third party products, and hardware versions work correctly together.

(vi) **Deliverable 8(a), (b), (c) - System Component Test Plan**

The System Component Test Plan documents the systematic approach to User Acceptance Testing of system changes and/or new enhancements. *Note: This plan is created concurrently with development.* A separate document will be created/reviewed/approved for each delivery component:

- 8(a) Point of Sale / Camper Check In
- 8(b) Reservation System (website)
- 8(c) Administrative & Reporting (website)

The delivery of the Test Plan will be determined ACCEPTABLE when the following criteria are met:

1) *Acceptance Criteria*

- a. Plans, requirements, environment, tools and procedures used for unit, system, and module testing are developed and submitted which:
 - Conform to Testing Approach approved during proposal and negotiation process and incorporated into final contract, and
- b. The Master Test Plan:
 - Includes a test schedule
 - Identifies tools to be used in the testing process
 - Documents how the tests will be counted as successes or failures (success criteria)
 - Details how the tests will be conducted
 - Includes a defect tracking and resolution strategy including severity categorization
 - Identifies the location of documents/materials to be used to conduct the test
 - Identifies the location where the documented, detailed results will be maintained
 - Identifies the person/persons to approve the results of the testing and determine promotion of software modules.
 - Identifies resources and test participants (including non-project staff and backups) needed to conduct testing. This includes a confirmation of the testers' availability and willingness to test in accordance with the prepared test plan and documented procedures.

(vii) Deliverable 9 – Release and Deployment Plan

Contractor shall be responsible for creating a release plan and schedule for each release of system components to production. This plan and schedule will be approved by DEP and shall include the criteria below.

1) Acceptance Criteria

Delivery of the Release and Deployment Plan will be determined ACCEPTABLE when the following criteria are met:

- a. Prerequisite activities
- b. Tasks per component that relate to release
- c. Items included in release
- d. Deployment steps and timeline
- e. Test steps

(viii) Deliverable 10 – Training Plan

Contractor shall submit the details of training that will be available and the methodology that will be used to ensure that, prior to system implementation and thereafter, all DEP end users have the knowledge and capabilities necessary to effectively use the system.

1) Acceptance Criteria

Delivery of the Training Plan will be determined ACCEPTABLE when the following criteria are met:

- a. Includes Summary of training available, methodology used and documentation available (such as on-line, hard copy, etc.) to ensure DEP end users who become responsible for using the Park Business System after it is implemented have the knowledge and capabilities necessary to effectively use the system.

(ix) Deliverable 11 - System Support Services

Contractor shall provide staff with a toll-free, telephone Help Desk and knowledgeable staff to resolve system-related problems, including, but not limited to, applications usage, data-exchange and communications assistance, hardware support, Reservations problem resolution and financial/management/audit reporting. Delivery of the System Support Services document will be determined ACCEPTABLE when the following criteria are met:

1) Acceptance Criteria

- a. Call capacity approach detailing how service will respond to sudden spikes in call volume
- b. Quality Control for service level approach (such as surveys, call monitoring, etc.)
- c. Queue monitoring approach (such as wait times and calls dropped)
- d. Issue classification procedure
- e. Problem identification
- f. Issue reporting and escalation procedure
- g. Issue aging management
- h. Performance/SLA reporting

(x) Deliverable 12 – Call Center Services

Contractor shall maintain a network of Reservations Agents to provide telephone Reservation services to visitors wishing to stay overnight in the Parks, accommodating campsite and cabin reservations, as well as group camp, primitive group camp and primitive campsite reservations. Delivery of the Call Center Services document will be determined ACCEPTABLE when the following criteria are met:

1) *Acceptance Criteria*

- a. Call capacity approach detailing how service will respond to sudden spikes in call volume
- b. Quality Control for service level approach (such as surveys, call monitoring, etc.)
- c. Queue monitoring approach (such as wait times and calls dropped)
- d. Complaint management approach
- e. Escalation procedures
- f. Performance/SLA reporting

(xi) **User Acceptance Testing (UAT), Project Acceptance, And Successful Deployment - Project Acceptance Criteria**

The system will be accepted using criteria agreed to by the Contractor and DEP which may include, without limitation:

1. Full system testing is completed by the Contractor prior to opening the system for UAT
2. UAT has been successfully performed.
3. Training of all DEP personnel has been completed.
4. All deliverables are performing as specified, per the Contract.
5. Contractor shall provide evaluation, correction, and tuning services to determine the level to which the system is operating as planned, and to make necessary adjustments and/or corrections.
6. All system data conforms to expected output and data integrity is verified through the new system.
7. All assigned UAT issues with sufficient detail to give a clear understanding of the actions and any status that was initiated by the Contractor to resolve the reported issue.
8. All issues and outcomes of UAT are addressed in parallel with User testing. Coordination with users is required for implementation of changes in the UAT environment.
9. Test results must confirm that all system bugs and data issues have been resolved to DEP's satisfaction
10. DEP has given final approval of the application in the test environment
11. Contractor has completed a ninety (90) consecutive day Acceptance Period (based upon 24 x 7 availability including holidays and weekends, less planned outages for maintenance) to achieve the acceptance criteria. The Acceptance Period begins when the DEP Project Manager verifies and signs the Acceptance to Deploy document and the system is successfully deployed (is fully operational in accordance with specifications and requirements). During the Acceptance Period, Contractor shall correct any errors at Contractor's own expense. DEP reserves the right to waive minor issues.
 - a. Acceptance requires thirty (30) consecutive days of error-free operation (based upon 24 x 7 availability including holidays and weekends) within the ninety (90) day Acceptance Period.
 - b. During the Acceptance Period, Contractor shall provide toll-free telephone help-desk type support to DEP to assist in rectifying issues.
 - c. Contractor shall repair any defects within a reasonable time period, as determined or agreed to by DEP, to the severity of the defect.
12. Contractor shall conduct final operational readiness assessment, including a failover test.

4.07 Implementation Performance Timeframe

Within thirty (30) days following the execution of the Contract, the Contractor and DEP shall agree upon any necessary changes to the production schedule and delivery requirements.

The time set forth for the delivery of the PBS is an essential element of the Contract. If the Contractor fails to deliver on time, the Contractor shall be liable to the DEP, not as a penalty, but as liquidated damages as per Contracted terms. DEP may deduct liquidated damages from any monies due the Contractor under the terms of the Contract.

With the exception of start and end dates posted below, due dates will be established by the approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

Park Business System <u>Implementation</u> Deliverable Milestones and Liquidated Damages		
Milestone	Delivery Date	Weekly Liquidated Damages (amount assessed if not delivered by 10:00 am on the delivery date / and for every seven (7) calendar days or part thereof thereafter until delivery occurs)
Project Kick-Off Meeting (Contractor and DEP)	One week after contract execution	\$500/\$100
Contractor Provides to DEP:		
PM-1 Project Management Plan	Four weeks after contract execution	\$5,000 / \$1,000
PM-2 Ongoing Status Reporting & Performance Reviews	Four weeks after contract execution	\$5,000 / \$1,000
3 Security and Risk Management Plan		
4 Requirements Confirmation Document		\$5,000 / \$1,000
5 Solution Design Package		\$5,000 / \$1,000
6 Data Conversion/Migration Plan		\$5,000 / \$1,000
7 Infrastructure Configuration and Operations Management Plan		\$5,000 / \$1,000
8(a) System Component Test Plan		\$5,000 / \$1,000
8(b) System Component Test Plan		\$5,000 / \$1,000
8(c) System Component Test Plan		\$5,000 / \$1,000
9 Release and Deployment Plan		\$5,000 / \$1,000
10 Training Plan		\$5,000 / \$1,000
11 System Support Services		\$5,000 / \$1,000
12 Call Center Services		\$5,000 / \$1,000
Bi-Weekly Project Status and Reporting Reviews	Bi-Weekly, Starting four (4) weeks after contract execution	\$500/\$100
UAT of Training Environment Complete		\$5,000 / \$1,000
Approved Training Environment Delivered		\$5,000 / \$1,000
UAT of Production Environment Complete		\$5,000 / \$1,000
Approved Production Environment Delivered		\$5,000 / \$1,000
Staff Training Begins		\$5,000 / \$1,000
Staff Training Ends		\$5,000 / \$1,000
Final, Pre- Go-Live, Data Migration Implemented		\$5,000 / \$1,000
Successful Deployment of Park Business System AND System Acceptance	Successful Deployment: May 5, 2021 System Acceptance: Within 90 days of the system's successful deployment	\$30,000 / \$6,000

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products, services or materials in full compliance with the specifications, unless delivery is specifically accepted, in whole or in part, by DEP.

Contractor is responsible for delays that are under their or their sub-contractor's control and shall not be held responsible for any portions of delays that are due to the action or inaction of DEP or other DEP contractors involved in the Park Business System Technology Project. The Contractor and DEP agree that the damages DEP will incur due to the Contractor's failure to meet the deliverable schedule will be reasonably compensated for in the form of liquidated damages.

4.08 Operational Phase - Maintenance and Management Tasks and Deliverables

(i) Warranty period

Warranty services are the activities associated with repairing initial errors/defects for Contractor developed application(s) that are discovered within three (3) months of the application(s) or enhancements being placed into the applicable production environment. Application warranty services include any activities necessary to repair errors/defects to enable application programs and enhancements to perform in accordance with the documented specifications and documented operational functionality.

Contractor will repair code developed by Contractor during the warranty period, at no charge to DEP, provided that:

1. The problem encountered occurs within three (3) months of the implementation of such developed code.
 - a. If contractor disagrees that the problem encountered is because of contractor-produced code, contractor may conduct their own analysis at their cost and provide to DEP.
 - b. Contractor agrees to accept DEP's final interpretation of the root cause.
2. Full correction of the application defect is to be completed by Contractor unless otherwise approved by DEP, and the corrected code shall be appropriately tested to verify that no regression errors are introduced. Services include updating all appropriate documentation.

(ii) System Operation and Support

Contractor will provide the services as defined in contract terms, approved Requirements Document, Service Level Agreements and any other agreed upon terms agreed upon between DEP and the Contractor for the term of the Contract. This includes but is not limited to application and website hosting services, operational reports, hardware and software deployments throughout the state, support for DEP staff and visitors, and call center services to support Park reservations and other visitor-focused services.

As part of the base services included in this Contract, Contractor will provide at no additional cost, support for the entire system; maintenance (which includes corrective/preventive repairs as well as adaptive modifications), repair and replacement of all non-expansion hardware, software and application services; and monitoring, compliance, and SLA reporting as defined in the approved requirements. Contractor shall be financially responsible for the SLAs defined in the Contract and attached and incorporated by reference.

Contractor will maintain Hardware provided as part of the Solution at no additional cost to the Department. The Department may request additional Hardware needed for PBS expansion within the State Parks (Expansion Hardware).

(iii) Post-Production Operations Reporting

Includes the following reports as well as any additional reports agreed upon or identified in the project deliverables

1. Financial, operational, and performance reports.
2. Annual Security Plan
3. Security Application Scanning

(iv) Service Level Agreement Performance Standards

DEP requires the Contractor to meet all standards outlined in the Contract's SLA Performance Standards, attached as Attachment H and incorporated by reference. Assessments against the Contractor for a given month post-implementation shall be capped at an amount equal to 80% of what DEP's payment would be for that month if no assessments were made. Reconciliation, by the Contractor, of assessments versus payments shall occur monthly, and will be provided in an itemized statement to the Department.

(v) Work Deliverables Consulting Services – 2,000 Hours Post Production

The Contractor shall provide an annual allocation of 2,000 Consulting Services hours for additional configuration and customization of the post-production product. Contractor shall provide a Project Manager at no additional cost and their hours will not count toward the 2,000-hour allocation. DEP will specify work deliverable requirements.

Any hours left over from the previous annual allocation will carry over to the following years.

(vi) Task Order-Based Hourly Consulting Services (as needed)

DEP may require additional consulting services post-production for additional configuration and customization of the product. If these services are required, DEP will issue a task order specifying the work/deliverables required with the estimated effort hours, duration, consultant position(s) and associated hourly rates.

Estimates for tasks requested by DEP will be provided by the Contractor and prioritization of tasks will be provided by DEP and reevaluated with the Contractor on a monthly basis. The Contractor shall provide a full accounting estimate and complete justification for work needed with all estimates for tasks provided to DEP. If DEP and the Contractor cannot reach an agreement on the hours estimated for a task, then a neutral third-party estimate of the task will be accepted by both parties.

(vii) Technology Refresh

At its expense, Contractor will replace all hardware and associated software that it provides the Department. This refresh shall begin after year five (5) of the Contract and must be complete before the start of year six (6) and before any Contract renewal. Contractor will be responsible for deployment and will ensure all equipment is operational to support the SLAs between the contractor and the Department. The Contractor must submit a Technology Refresh Plan that itemizes the Contractor's equipment being used by the Department at year five (5) of the Contract and must provide the proposed replacement models. Equipment included in the Technology Refresh Plan must be the latest market available versions of the hardware that supports the Contractor's solution. Replacement equipment in this plan must be the same or higher grade as the original equipment and must include market available hardware/software improvements in line with industry technology advancements. The Department may allow exceptions to the replacements listed in the refresh plan if the configuration can be supported by the Contractor. These exceptions must be documented in the Technology Refresh Plan. The Department may accept alternate hardware configurations proposed by the Contractor in the Technology Refresh Plan.

Delivery of the Technology Refresh Plan will be determined ACCEPTABLE when the following criteria are met:

- a. Current equipment by location is listed including model and specifications
- b. Proposed equipment by location is listed including model and specifications
- c. Rollout plan for replacement of equipment including dates and locations/regions
- d. Business continuity plan to ensure business operations are minimally disrupted through the refresh process

Delivery of the Technology Refresh Plan will be determined ACCEPTABLE when the following criteria are met:

- a. All equipment used by DEP has been replaced in accordance to the accepted Technology Refresh Plan
- b. All replaced equipment and related software is working properly and consistently meets the requirements of the Contract's SLAs

4.09 Reports

During the Contract, the Contractor shall provide the following reports:

- a. Reports that capture promo codes and discounts. Reports include, at minimum:
 - 1) Net revenue received associated with a promo amount of discount given associated with a promo
 - 2) Details of campsites or cabins reserved as part of the promo (when applicable)
- b. Details of products sold as part of the promo (when applicable) Reports for pre-numbered card program services. Reports include, at minimum:
 - 1) Pass type
 - 2) Pass purchase date
 - 3) Pass purchase location
 - 4) Pass expiration date
 - 5) Pass usage details:
 - i. Number of times pass used in past 12 months
 - ii. Locations pass used in past 12 months
 - iii. Passholder name
 - iv. Passholder mailing address
 - v. Passholder email address
 - vi. Passholder telephone number
 - vii. Purchaser name (if different than passholder)
 - viii. Purchaser mailing address (if different than passholder)
 - ix. Purchaser email address (if different than passholder)
 - x. Purchaser telephone number (if different than passholder)
- c. General operational reports, available on demand
 - 1) Visitor List Report - Comprehensive list of all visitor profiles (name, address, email, phone number) which can be configured based on whether the visitor opted in to receive correspondence, last visit or reservation date, and by park visited.
 - 2) Park Profile Report - Comprehensive detail of all site inventory information, including site listings, site details and attributes, occupancy requirements, fees, and applicable business rules.
 - 3) Support Center Call Log - Call Center/Help Desk Issue log. Includes location, brief description of issue, status, open date, and closed date.
 - 4) User Access Report - Includes details of user accounts, including user name, account status, account access level(s), account access location(s), date last logged into account, date account created, and date account de-activated.

- 5) Visitor Demographics Report - Detail of visitors by District, Park, and Reservation Sales Channel. Provides basic details about reservation, including number of reservations, length of stay, and number of occupants. Includes the ability to filter by country, state or zip code.
 - 6) Monthly Statistical Report - A report addressing monthly performance relative to each SLA will be provided by the Contractor to DEP by the 10th of each month for the previous month unless otherwise agreed to in writing by DEP.
- d. Attendance reports, available on-demand
- 1) Actual, Estimates, Total Attendance Report - Details, by park, by month, actual visitors, estimated visitors, and total visitors in attendance.
 - 2) Daily Park Attendance Report - Details, by park, by date the difference types of attendance (overnight camping visitors, overnight primitive camping visitors, total overnight visitors, actual day visitors, estimated day visitors, day visitors from overnight camping -check-out day, total day visitors, total visitors).
 - 3) Overnight, Day, Total Attendance Report - Details numbers of visitors by park, by month, overnight visitors, days, and total numbers of visitors.
 - 4) Visitors by County/Zip Code - Details numbers of actual visitors, estimated visitors, overnight visitors, and total visitors listed by park, by county and zip code.
 - 5) Visitors by State - Details numbers of actual visitors, estimated visitors, overnight visitors, and total visitors listed by park, by state and zip code.
- e. Financial reports, available on-demand.
- 1) Adjustments Report - Listing all adjustments made to the PBS. This should include at a minimum, user account, adjustment date, type of adjustment, and adjustment reason.
 - 2) Cash/Credit Report - Listing differences between cash and credit sales as reporting in PBS versus actual bank deposits.
 - 3) Central Deposit Report - Comprehensive Deposit Report (includes balance of financial sessions in open and closed status by park, including the open and closed dates).
 - 4) Credit Card Batch Detail/Summary Report - Details credit card transactions by batch #, batch date, transaction date, transaction type, card holder name, encrypted card number, card type, authentication ID, and amount.
 - 5) Visitor Balance Report - Details current balances owed associated with reservations or orders. Includes reservation information, reservation status, customer contact information, associated notes, and balance paid/balance due.
 - 6) Deposit Adjustments Report - Details financial adjustments made during reconciliation, by District, park user account, and date.
 - 7) Deposit Detail/Summary Report - Captures summary and details of financial transactions which have been reconciled through the park level. Includes transaction number, date, staff name and amounts, sortable to a transaction level.
 - 8) Deposit Report- Includes the cash and check payments deposited into the park's local bank.
 - 9) Discount Detail/Summary Report - Captures summary and details of discount type, revenue, discount amount, and net revenue associated with discounts and promos.
 - 10) Distributed Contractor Fee Detail Report - Details fee owed to Contractor by reservation/transaction.
 - 11) Fee Adjustment Detail/Summary Report - Captures summary and details of any adjustments made to fees with adjustment notes.
 - 12) Field Payment Report - Summarizes all park transactions by date, location, visitor name, and payment information.
 - 13) Financial Session Detail/Summary Report - Captures summary and details of financial transactions from an individual user account. Includes transaction number, date, staff name, and amounts, sortable to a transaction level.

- 14) Financial Session Listing Report - Summary of all Financial Sessions by park, including open date, closed date, balance, adjustments, user accounts, and number of transactions.
- 15) FL Monthly Export Report - Rolled-up revenue report by transaction location, revenue location, tax code, tax-exemption status, object code. This report is to have the ability to drill down to the individual transactions. This report shall be compatible with DEP's sales tax application.
- 16) Gift Card Sales Report - Comprehensive summary of gift card activity to include, at a minimum:
 - i. Sales Channel
 - ii. Sales Location
 - iii. Transaction Date/Time
 - iv. Visitor Name/Address
 - v. Order/Transaction #
 - vi. Payment Type
 - vii. Gift Card Number
 - viii. Transaction Type (New purchase, redemption, refund)
 - ix. Original Gift Card Balance
 - x. Amount of Transaction
- 17) Liability Report - Liability reports to include, at a minimum:
 - i. Gift cards
 - ii. Reservations
 - iii. Pre-paid tours and park entrance fees
- 18) Missing Documentation Report - Includes, at a minimum:
 - i. Tax-exempt certificate for tax-exempt sales where a DOR verification number has not been obtained.
 - ii. Deposit slips for financial sessions
- 19) Park Revenue Detail Report - Includes all sales through the POS as well as Reservations, by transaction location and revenue location, including taxes collected and tax-exemption status.
- 20) Park Revenue Report - Consolidated report showing all revenue and refund financials by park, by date, with reference to order number, payment method, original payment location and revenue type.
- 21) Payment Details Report - Includes a detail of transactions, by park, by date, by staff, including amount of transaction, payment type and associated financial session ID.
- 22) PBS Revenue Report - Includes the ability to drill down to individual transactions.
- 23) Recipient Distribution Detail/Summary Report - Consolidated report showing all revenue, fee adjustments and distribution of Contractor fees, by location, by date.
- 24) Refund Report - Includes all data collected during the refund/void process.
- 25) Refund Report (approved refunds) - Listing, at a minimum, created date, approved date, refund ID, refund amount, order number, original payment method, refund method requested, payment collection location, requesting date, requesting location, approving location, revenue/park location, visitor, visitor address, refund reason, refund notes.
- 26) Revenue Detail Report - Includes integrated PBS revenue with all payment information, including all taxes associated with each transaction.
- 27) Reservation Attribute Fee Report for Monroe County Surcharge - Listing by park with park name, loop, site, product group, reservation number, order date, arrival date, departure date, and total amount collected.
- 28) Tax Exempt Report - Listing of all tax exemptions recorded in a particular time period, including at a minimum, reservation or sale ID, date(s) of reservation or sale, type of sale (reservation or products sold), total revenue collected from reservation or sale, organization name, tax exempt certificate number, DOR verification number, all transaction data, and link to copy of tax exempt certificate.

- 29) Transaction Fee Report - Includes listing of all transaction fees (Contractor's fees, reservation fees, transfer fees, cancellation fees) incurred by transaction.
- 30) Tax Detail/Summary Report - Consolidated report of all tax collected, by transaction number, location, total revenue collected, and taxes applied.
- 31) Tax Schedule Report - Listing all tax rates by park by type of tax.
- 32) Distributed Contractor Fees Report - Details contractor fees by transaction.
- f. POS reports, available on-demand.
 - 1) POS Product Inventory Management Report - Include, at minimum:
 - i. Product Number
 - ii. Product Name
 - iii. Opening Inventory
 - iv. Item Cost
 - v. Items Received
 - vi. Items Distributed for Promotion
 - vii. Items Used for Display
 - viii. Items Transferred
 - ix. Items Damaged/Missing
 - x. Item Sold
 - xi. Ending Inventory
 - xii. Total Cost of Inventory
 - xiii. Selling Price
 - xiv. Total Revenue
 - xv. Beginning Number (for pre-numbered items)
 - xvi. Ending Number (for pre-numbered items)
 - 2) POS Product Sold Detail/Summary Report - Consolidated report of all POS transactions, including, at minimum:
 - i. District
 - ii. Park
 - iii. Staff
 - iv. Product Group
 - v. Product Name
 - vi. Product Number
 - vii. Object Code (Revenue Coding)
 - viii. Date/Time of Transaction
 - ix. Transaction Number
 - x. Visitor Name (if applicable)
 - xi. Number of Visitors Associated with Transaction (if applicable)
 - xii. Quantity of Product Sold
 - xiii. Unit Price
 - xiv. Total Revenue Amount of Transaction
 - 3) POS Sold with Reservation Report - Summary of POS products sold as part of a Reservation.
- g. CRS reports, available on-demand.
 - 1) 7-Day Campers Report – A weekly grid, by site, reflecting a summary of reservations for the period selected in the report criteria.
 - 2) Advanced Reservations by Facility Report by Order/Arrival Date – Detail number of advanced reservations for the date range selected. The report will give the option to generate by order date or arrival date and will break down the order type based on field reservation, call center reservation, or website reservation. The report will include a total number of reservations and the percentage of campsites or cabins reserved for the date range selected.

- 3) Call Center Visitor Survey Report – Detail survey results that include a summary of the customer satisfaction survey and will include the number of surveys sent, number of surveys connected with customers, the total number of customer responses, and the response rate. The report will also include the overall survey results based on each of the survey questions.
- 4) Call Center Problem Resolution Report – Detail of issues presented by customers regarding call center personnel. The report will include, at a minimum, the date issue reported, reservation number, customer name, issue detail, resolution notes, and resolution date.
- 5) Call Center Summary Report – Includes information on reservations handled by US based reservation agents. The information will include the percentage of reservations made by Florida based reservation agents.
- 6) Call Disposition Summary Report – Provides detailed information regarding calls received through the call center. The report will include the total number of calls received along with the total that resulted in a reservation being made.
- 7) Campers Data Report – Provides information on incoming, outgoing, onsite, and cancelled reservations based on search criteria.
- 8) Daily Arrival Report – Provides detailed reservation information (including cancellations) for a 14-day period based on start date specified.
- 9) Daily Facility Management – This is a multiple section report that provides detailed information, for a 14-day period, on daily arrivals and departures and includes reservation details as well as information on cancelled/no show reservations.
- 10) Daily Facility Management Data Report – Provides detailed customer and primary occupant information for reservations up to a maximum 12-month period.
- 11) Facility Void-Cancel Request – Provides detailed information about canceled, voided, and no-show reservations for the date range specified.
- 12) Inventory Summary by Site Type Report – Provides basic inventory information on the number of cabins/campsites at a park.
- 13) Occupancy Report – by Primary Occupant’s visitor Type – Provides transactional information on customer types for the date range specified. Report includes the total number of transactions by customer type, the number of nights reserved, and total revenue.
- 14) Occupancy Report – by Site Type – Provides occupancy details for each site type at the park selected. Includes the number of sites for each site type, the number of reservable nights for the date range selected, and the percentage of current occupancy.
- 15) Occupancy Report- by Sites – Provides information on the cabin/campsite occupancy, by park, for the date range selected. Includes the number of cabins/campsites, number of available nights, number of nights occupied, and occupancy percentage.
- 16) Occupancy Report – Daily Monthly – Provides both month and year occupancy information, by park, for the date range selected. Includes number of available nights, number of nights occupied, percentage occupied, number of persons, and average number of persons.
- 17) Occupant Forecast Report – Predicts occupancy, by site type, for the date range selected. Includes total number of available sites, projected occupancy, departures, arrivals, and total number of sites that are currently reservable.
- 18) Operator Statistics Report – Provides detailed information on system actions processed by each call center agent.
- 19) Park Visitation Report – Report compares the total number of reservations and number of visitors, for the date range specified, for in-state vs out-of-state visitors.
- 20) Reservation by visitor Location Report – Comprehensive list outlining the number of reservations and number of stay days by state, county, and city.
- 21) Reservation Closure Report – Provides detailed information on reservations affected by a site closure.

- 22) Reservation Details Report – Provides detailed reservation information for the date range selected.
- 23) Reservation Methods Report - Listing by collection location, number of orders, number of reservation nights, amount collected.
- 24) Reservation Trends (Lead Time) Report – Compares order date with arrival date to generate the reservation lead time.
- 25) Reservation vs. Walk in Report – Report compares advanced reservations vs walk-in reservations for the date range selected. Report includes number of advanced reservations with percentage and number of walk-in reservations with percentage.
- 26) Rule Override Report – Report provides details on users who performed a transaction that caused a business rule to be overridden.
- 27) Site Availability Report – Provides site availability information for a 31-day period, based on the start date selected.
- 28) Usage by Site Report – Report details site type usage, for the date range selected. Includes days occupied, days available, and percent occupied.
- 29) Usage by Site Type Report – Provides reservation activity details for each site type based on park and date range selected.
- 30) Weekly Campers Report – Provides information on all reservations scheduled to arrive over a 7-day period based on the start date selected.
- 31) Weekly Park Visitation Report – Provides occupancy information, per site type, based on the start date selected.
- 32) Yield Management Report – Compares occupancy information of two consecutive years based on the date range selected.
- 33) Yield Management by Site Report – Provides occupancy information, including fee and revenue information, on each site for a selected park during the date range selected.

4.10 Closure Phase (Exit Transition Services)

The Closure Phase is concerned with an orderly transition, at the end of the Agreement, of Primary accountability of Responsibilities from the Contractor to another entity, whether that is the Department or subsequent Contractor. Closure occurs prior to the end of the Agreement, but after the Department has notified the Contractor that the Closure Phase is initiated. The Closure phase begins with the Department notifying the Contractor of the need to begin the exit transition period. The Department will provide a minimum of thirty (30) calendar days' notice prior to the beginning of the exit transition period. The exit transition period will last no more than thirteen (13) months. All exit transition services required by the Closure Phase shall be at no additional charge to the Department. The Contractor shall not change the file structure of data after task 5 listed in Table 1 below.

Exit Transition Plan: When the Department notifies the Contractor that the Closure Phase is initiated, the Contractor will prepare an Exit Transition Plan (Plan). The Plan shall include details necessary to transition Primary accountability for Annual Support and Service to the entity(ies) the Department specifies in its notice. The Plan shall also provide for the orderly completion or closure of any in-progress Enhancement Projects.

The Transition Plan shall include, at a minimum:

- Schedule with Key Activities during the transition period;
- A plan for transition of resources for the Contractor and the Department;
- A communication plan for transition;
- Listing of any government property provided to Contractor (this property may include hardware such as laptops/PCs, and security badges) to be returned to the Department;
- Identification of other required service operation transition services, including knowledge transfer,

- Digital/Data assets transference in a non-proprietary format;
- Steps, measures, and controls that will be employed by the Contractor to prevent disruption of services during the exit transition period; and
- Handover and Acceptance

Responsibility Summary: Closure Phase

Table 1: Closure Phase				
Task #	Task	Contractor Accountability	Department Accountability	Expected Date
1	Provide Department with all Department data and digital assets in a non-proprietary format along with adequate documentation to transfer data into a new solution (such as data dictionaries, field definitions, catalogs, and indexes).	Sole	N/A	One (1) month after written notice of commencement of Closure Phase
2	Provide written notice to the Contractor of the commencement of the Closure phase, providing the required notice period prior to the start of the transition period.	N/A	Sole	Fourteen (14) months prior to service end date
3	Develop and write the Exit Transition Plan, including handover of all Annual Support and Service Activities and orderly completion or closure of active Enhancement Projects where applicable.	Sole	N/A	Thirteen (13) months prior to service end date.
4	Provide Department with all documentation describing processes, information resources, and standard operating procedures in use by the Contractor.	Sole	N/A	Twelve (12) months prior to service end date.
5	Provide Department with all Department data and digital assets in a non-proprietary format along with adequate documentation to transfer data into a new solution (such as data dictionaries, field definitions, catalogs, and	Sole	N/A	Two (2) months prior to service end date.
6	Suspend access to system and at an agreed upon date and time; preserving the system in a ready state to resume access should the need arise. Redirect all public traffic from websites to a web address provided by the department for twelve (12) months.	Primary	Secondary	Approximately one month prior to service end date.
7	Provide Department with all Department data and digital assets in a non-proprietary format along with adequate documentation to transfer data into a new solution (such as data dictionaries, field definitions, catalogs, and	Sole	N/A	Immediately after task six of this table.
8	Train incoming staff (whether Department Staff or a subsequent Contractor) in the execution of all activities in which the Contractor is Primary, in a reverse on-boarding process.	Primary	Secondary	Eleven (11) months prior to service end date.
9	Fully participate in all necessary meetings, planning, training, co-performance necessary to successfully transition Agreement responsibilities from Contractor to subsequent entity.	Primary	Secondary	Throughout Closure Phase.

Section 5.00 **GENERAL CONTRACT CONDITIONS**

The “General Contract Conditions” Form PUR 1000 Per Rule 60A-1.002(7)(a), FAC, is incorporated by reference and can be accessed at

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf.

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Section 6.00 SPECIAL CONTRACT CONDITIONS

6.01 Additional Quantities.

NOTE: This section supersedes Section 6.00, General Contract Conditions (PUR-1000), Paragraph #5, Additional Quantities.

The Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

6.02 Additions / Deletions.

The Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and the Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and the Contractor.

6.03 Key Personnel.

“Key Personnel” are those persons whose resumes were submitted for evaluation of the solicitation who have certain experienced, professional and/or technical skill that are essential for successful accomplishment of the work to be performed under this Contract. The Contractor agrees that such personnel shall not be removed from the Contract work or replaced without compliance with the following:

- a. If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this Contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall, subject to the concurrence of the Contract Manager, promptly replace personnel with personnel of equal ability and qualifications.
- b. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contract Manager. The Contract Manager shall promptly notify the Contractor of approval or disapproval in writing.

If the Contract Manager determines that suitable and timely replacement of Key Personnel who have become unavailable for the Contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the Contract, the Contract Manager may terminate the Contract for default or for the convenience, as appropriate, or make an equitable adjustment to the Contract to compensate the Department for any resultant delay, loss or damage.

6.04 Prohibited Use of Data

Contractor and any subcontractors or employees shall not use or share any information or data for any purpose or services they may provide to third parties without obtaining prior permission to do so, in writing, from the Department. No Customer information, in any form, including the Customer Profile, shall be made available for sale, or sold, without prior agreement, in writing, from the Department.

6.05 Allowable Use of Data.

Notwithstanding the foregoing, Contractor may use the collected information

- to communicate with end users who have initiated a request for information from Contractor as part of their use of the Services;
- in non-personal, anonymized, aggregated form (e.g., for the analysis of its products and services) provided that such information is not traceable back to any individual;

- distribute the information for use by Contractor's contracted third parties and Contractors that provide products and services that are required to be delivered under this Agreement or as are requested by the Department or end users;
- to use, display, distribute, or transmit information where the individual has consented to such use;
- to communicate with end users regarding the quality of Contractor's Software or Services;
- to provide information to end users regarding topics in which Contractor believes the end user may be interested provided the end user consents to such communication from Contractor; and
- as otherwise permitted by applicable law. For the avoidance of doubt, the provisions of this Agreement do not apply to data obtained by Contractor separate and apart from this Agreement (e.g., where an individual has registered with Contractor unrelated to the Services).

6.06 Contract Manager Identification.

Contractor's Contract Manager must be at minimum:

- a) The Contract Manager shall be a full-time employee of the contracted Contractor and shall dedicate one hundred percent (100%) of their time employed with the contracted Contractor to this Contract.
- b) The Contract Manager shall report to the DEP Contract Manager.
- c) The Contract Manager shall serve as a constant primary point of contact for DEP through system acceptance.
- d) The Contract Manager shall have the authority to administer the day-to-day business activities of this Contract, including revising processes or procedures and assigning additional resources as needed to maximize the efficiency and effectiveness of services required under the Contract.
- e) The Contract Manager shall meet in person, or by telephone, at the request of Department representatives to discuss the status of the Contract, performance, benefits to the state, necessary revisions, reviews, reports and planning.
- f) The Contract Manager shall be located in the State of Florida.

6.07 Disclosure of Litigation.

The Contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the Contractor, or, to the extent the Contractor is aware, any of the Contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the Contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which the Contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

6.08 Invoicing and Payment.

Payments shall be made in accordance with Section 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Respondent due to preparation errors will result in a delay in payment. All bills for amounts due under this Contract shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

6.09 Laws and Permits.

The Contractor must comply with all local, state, and federal laws, rules, regulations and codes whenever work is being performed under the Contract. All permits and licenses required for the Contractor's company operations under the contract must be obtained by the selected Contractor and maintained for the duration of the Contract. The Department will not pay for the cost of licenses or permits required by the selected Contractor for company operations.

6.10 Subcontracting.

The Contractor shall not subcontract, assign, or transfer the obligation to provide or perform any of the services in the Contract, with the exception of those subcontractors identified in the Contractor's response, without the prior written consent of the Department.

The Contractor is responsible for the fulfillment of all work elements included in all subcontracts and shall be solely responsible for payment of all monies due under any subcontract. The Department shall not be responsible for any expenses or liabilities incurred under any subcontract.

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Section 7.00 PRICE SHEET

ITN 2019001 for Park Business System

Respondents must provide a price for each line as indicted for both the Initial Contract Term and the Renewal Contract Term. Respondent’s pricing must include all things necessary to provide the commodities and contractual services as specified in the Statement of Work and Requirements.

Pricing for the Park Business System is a percentage of net accrued revenue (sales minus refunds) processed through the Solution, payable per month. It is the intent of the Department that the PBS will be under implementation during Year 1 of the Initial Term of the Contract; therefore, no percentage fee is requested for that year and all consulting services will be provided as part of the Solution.

PRICE SHEET TABLE 1: REVENUE PRICING		
Implementation (Year 1), Initial Contract Term (Years 2-6) and the Renewal Contract Term (Years 7-12)		
	Respondent’s Percentage Fee	Estimated Annual Revenue
Year 1 (Initial Term – Implementation)		\$0.00
Years 2- 6 (Initial Term – Operation/Maintenance)	%	\$55,000,000.00
Years 7-12 (Renewal Term – Operation/Maintenance)	%	\$55,000,000.00

PRICE SHEET TABLE 2: TASK ORDER-BASED HOURLY CONSULTING SERVICES		
Consulting services in excess of 2000 post-production hours for additional configuration and customization of the product.		
Consultant Position Title (Additional rows may be added.)	Rate Per Hour for Initial Contract Term (Years 2-6)	Rate Per Hour for Renewal Contract Term (Years 7-12)
Insert title	\$ _____	\$ _____
Insert title	\$ _____	\$ _____
Insert title	\$ _____	\$ _____
Total:	\$ _____	\$ _____

Signature: _____

Date: _____

Name of Respondent /Company: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Respondent must not alter this Price Sheet except to include pricing information as requested. Any footnotes, notations, and exceptions made to or on this form by the Respondent will not be considered, and inclusion of any such items may be grounds for a Reply being rejected as **nonresponsive** and **not eligible for Award**.

Section 8.00 VENDOR FINANCIAL ATTESTATION

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

Signature

Date

Section 9.00 VENDOR RESPONSIBILITY DISCLOSURE

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent's Responsibility pursuant to section 287.012(25), F.S.

I, _____ am the _____ of
(Authorized Representative's Name) (Title)

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

1. Been the subject of civil litigation or settlements? No Yes
2. Been subject to criminal judgments or administrative actions? No Yes
3. Been the subject of an audit with findings related to CRS, POS, or other revenue collecting contracts? No Yes
4. Been suspended or barred from participation in any competitive process or contract award? No Yes
5. Had any licenses or certifications suspended, revoked, or canceled? No Yes
6. Had any contracts or agreements terminated for cause? No Yes
7. Been the subject of bankruptcy proceedings? No Yes
8. Undergone a major change of organizational structure, ownership, or name? No Yes

Signature

Date

Section 10.00 VENDOR CONFLICTS OF INTEREST ATTESTATION

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Environmental Protection employee.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
 _____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Environmental Protection; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the respondent, or its affiliates; and
- Vendor's officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

Employee Disclosure:

Full Legal Name	DEP Position Title	Disclosed Position Held or % of Ownership

Signature

Date

Section 11.00 **VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION**

All Respondents must complete section I. If the Respondent’s principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, complete Section II.

Section I. Respondent’s Principal Place of Business

(Please select one)

- The Respondent’s principal place of business is in the State of Florida.
- The Respondent’s principal place of business is outside of the State of Florida.

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent’s principal place of business is in the **political subdivision** of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

RESPONDENT’S ATTORNEY	
Signature:	Phone Number: () -
Name:	Address:
State of Licensure:	
Bar Number:	Date of Admission:

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

Section 12.00 **VENDOR DRUG-FREE WORKPLACE ATTESTATION**

Per Section 287.087, Florida Statutes, whenever two or more bids, Replies, or replies that are equal with respect to price, quality, and service are received, the bid, Reply, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of s. 287.087, F.S. shall be given preference in the award process.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.

- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.

Signature

Date

Section 13.00 **VENDOR SCRUTINIZED COMPANIES LISTS ATTESTATION**

Per Section 287.135, Florida Statutes, agencies are prohibited from contracting with Vendors for commodities or contractual services valued at over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes (F.S.).

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

The Vendor submitting this Response is not listed on any of the following lists:

- Scrutinized Companies with Activities in Sudan List
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
- Scrutinized Companies that Boycott Israel List

I understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Vendor to immediate contract termination, civil penalties, attorney's fees, and/or other costs.

Signature

Date

Client Reference #1

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #2

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #3

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Section A **RESPONDENT IDENTIFICATION** (to be completed by the Respondent.)

As Respondent to this Solicitation, I / we intend to utilize the following team in connection with this project. In the spaces provided below, list the name of the Respondent/Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

LIST NAMES OF RESPONDENT(S)/ SUBCONTRACTOR(S)	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
	STATE NON-MINORITY BUSINESS CLASSIFICATION			CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.													
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE (L)	AMERICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AMERICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	VETERAN BUSINESS ENTERPRISE (Y)	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)

Section B **ACKNOWLEDGEMENT** (to be completed by the Respondent(s).)

I / WE HEREBY CERTIFY that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Vendor _____

Signature _____

Name and Title _____

Date _____

*****IMPORTANT*****
BOTH SECTIONS OF THIS FORM MUST BE COMPLETED AND SECTION B MUST BE DATED AND BEAR THE RESPONDENT’S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.

Please review to ensure all sections are complete and the form is acknowledged correctly.

Section 16.00 PAST PERFORMANCE EVALUATION FORM

The following questions will be posed to the identifies in their Reply. Answers will be scored according to the points specified for each of the below questions.

Reference Name & Company: _____
 Vendor's Name: _____
 Date of Interview: _____
 Interviewer: _____

Please describe the work the Vendor performed for Reference's company:

For the next questions, please rate the Vendor's performance using the following scale:

Superior (5)	Excellent (4)	Satisfactory (3)	Fair (2)	Poor (1)
1. How would you rate the Vendor's overall product and end user experience?				
2. How would you rate the Vendor's use of appropriate technology and methods?				
3. How would you rate the Vendor's use of adequate personnel in quantity, experience, and professionalism?				
4. How well did the Vendor adhere to the agreed-upon schedule?				
5. How would you rate the Vendor's responsiveness related to addressing issues or providing requested information?				

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Section 17.00 PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. ITN 2019001, a prospective Contractor has agreed to accept the terms and conditions of the Proposed Contract contained in this Section. The Department reserves the right to make modifications to this Proposed Contract if it is deemed to be in the best interest of the Department or the State of Florida.

CONTRACT NO. Contract #

BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

Contractor Name

This Contract is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and *Contractor Name* Fill in the address of Contractor (Contractor), a type of company, to provide to the Department an integrated, turn-key Park Business System (PBS).

17.01 Services.

Department does hereby retain, and Contractor agrees to provide to the Department the PBS, as well as, a comprehensive set of supporting services (the "Services") to support the business operations of Florida's State Parks as described in DEP Solicitation No. ITN 2019001 ("Solicitation"), and in accordance with Attachment A, Statement of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

17.02 Standard of Care for Performance.

- (a) Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
- (b) Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
- (c) Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.
- (d) Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

17.03 Term of Contract.

- (a) Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of six (6) years, inclusive.
- (b) Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

This Contract may not be renewed.

17.04 Compensation.

- (a) As consideration for the services rendered by the Contractor, the Department shall pay the Contractor monthly on a fee-schedule basis. The Contractor shall be compensated at the rates specified in Attachment C, Rate Schedule, attached hereto and made apart hereof, as applied to the percentage of net accrued revenue. No payments will be made for months where there is no net accrued revenue.
- (b) CONTRACTOR SHALL NOT COMMENCE WORK ON ANY SERVICES THAT WILL EXCEED THE COMPENSATION AMOUNT OF THE CONTRACT UNLESS AND UNTIL THE CONTRACT IS AMENDED. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached.

17.05 Annual Appropriation.

The Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of tasks and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

17.06 Payment Method.

- (a) Contractor shall submit invoices on a monthly basis to the Department. If subcontractors are used, the Contractor shall complete and submit Attachment D, Subcontractor Utilization Report Form (Subcontractor Report) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.
- (b) All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.
- (c) Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.
- (d) Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:

Florida Department of Environmental Protection

Insert Program Area name

Attn: insert

Email address: insert

- (e) Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in forfeiture of retainage, if applicable, suspension or termination of remaining work, or the Contractor's forfeiture of any unpaid balance for such deliverables.

17.07 Travel.

Reimbursement for travel is not authorized under this Contract.

17.08 Subcontractor Payments and Releases.

In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

- (a) Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.
- (b) Contractor shall submit, with each invoice for tasks where subcontractors or suppliers performed work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for tasks done during the previous invoice period.

17.09 Prompt Payment

- (a) Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.
- (b) If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, per Section 215.422, F.S.

17.10 Physical Access and Inspection.

As applicable, the Department personnel shall be given access to and may observe and inspect work being performed under this Contract, including by any of the following methods:

- (a) Contractor shall provide access to any location or facility on which the Contractor is performing work, or storing or staging equipment, materials or documents;
- (b) Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work; and,
- (c) Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements.

17.11 Notice.

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic

mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17.12 Identification of Contract Managers.

All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

<u>Contractor Contract Manager</u>	<u>Department Contract Manager</u>
Contractor Name Contractor Address City, State Zip Attn: Contractor Contract Mgr Phone Number: Contractor Phone Number Email: Contractor Email	Department of Environmental Protection Division of Recreation and Parks XXXX, MS# XXXX Tallahassee, Florida 32399-XXXX Attn: XXXX Phone Number: (850) 245-XXXX Email: XXXX

17.13 Change Orders and Amendments.

Department may at any time, by written order designated to be a Change Order, make any change in the tasks within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor’s cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

17.14 Dispute Resolution.

Any dispute concerning performance of the Contract shall be decided as follows:

- (a) All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
- (b) The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.
- (c) Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department’s response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
 - i. All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.

- ii. Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- (d) Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
- (e) Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

17.15 Financial Consequences for Unsatisfactory Performance.

- (a) No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Department will assess liquidated damages as outlined in the SLAs and/or the Scope of Work. At the Department's discretion, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable and desired reperformance.
- (b) If a satisfactory deliverable is not submitted within the specified time frame for reperformance, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

17.16 Corrective Action Plan.

In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. The Department's right to request a CAP is in the Department's sole discretion, and does not waive the Department's ability to simultaneously collect liquidated damages. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- (a) A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the Reply to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.
- (b) Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

- (c) Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

17.17 Payment and Performance Bonds.

The Contractor shall provide executed Payment and Performance Bonds, naming the Department as obligee, issued by a surety acceptable to the Department, according to requirements indicated below:

<u>Requirement</u>	<u>Amount</u>	<u>Bond</u>
<input type="checkbox"/>	insert \$ amount	Payment Bond
<input type="checkbox"/>	insert \$ amount	Performance Bond
<input type="checkbox"/>	insert \$ amount	Payment and Performance Bond
<input type="checkbox"/>	insert \$ amount	Other

17.18 Liquidated Damages.

Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:

- (a) In the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the total compensation earned by the Contractor during that invoice period may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount for the Scope deliverable.
- (b) The date of submission shall be the date of receipt by the Department.
- (c) If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
- (d) If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
- (e) If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
- (f) If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the total compensation earned by the Contractor during that invoice period may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the invoice.
- (g) Timely and accurate reports are essential to the administration of this Contract. If the Department determines or discovers that any reports that have been provided under this Contract are inaccurate, then the Contractor may charge \$500 each day until the report is corrected.

17.19 Retainage.

- (a) Department reserves the right to establish the amount and application of retainage on the invoice to a maximum of fifteen percent (15%). Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of tasks and approval of all deliverables.

- (b) Department reserves the right to withhold payment of retainage for the Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope. Department shall provide written notification to the Contractor of identified deficiencies and the Department's intent to withhold retainage on the task. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.
- (c) If the Contractor fails to perform the requested Scope, or fails to perform the task in a satisfactory manner, Contractor shall forfeit its right to payment for the task and the retainage called for under the entire Scope. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- (d) No retainage shall be released or paid for uncompleted tasks while a Contract is suspended.
- (e) Except as otherwise provided above, the Contractor shall be paid the retainage associated with the task, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

17.20 Insurance.

- (a) Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:
 - i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
 - iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 - a. \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
 - b. \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions

concerning required coverage should be directed to the U.S. Department of Labor or to the parties' insurance carrier.

- v. Professional Liability Insurance issued to and covering the liability of the Contractor for errors or omissions committed by the Contractor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of not less than \$1,000,000 per claim.
 - vi. Fidelity Employee Insurance and Computer Crime Insurance naming the Department as joint loss payee as their interest may appear, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of the Contractor or its agents, acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss.
- (b) Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.
- (c) Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- (d) Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.
- (e) Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- (f) Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

17.21 Indemnification.

- (a) Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any

loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

- (b) Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.
- (c) The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

17.22 Nonassignability.

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its Rights and Duties), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

17.23 Third Party Beneficiaries.

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

17.24 Suspension.

- (a) Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:
 - i. Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
 - ii. Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
 - iii. Contractor or subcontractor materially violates safety laws or other constraints;
 - iv. Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
 - v. For the convenience of the Department.

- (b) If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:
 - i. Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - ii. Equitable adjustment is provided for (or excluded) under any other provision of this Contract.
- (c) Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

17.25 Termination.

- (a) Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.
- (b) The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

17.26 Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

17.27 Conflict of Interest.

Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

17.28 Compliance with Applicable Law.

Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

17.29 Disqualification.

- (a) The employment of unauthorized aliens by the Contractor/vendor 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. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- (b) Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State

of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

17.30 Execution in Counterparts.

This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.31 Force Majeure.

Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to, wars, acts of public enemies, or other similar cause wholly beyond the Contractor's responsibility, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

17.32 Forum Selection, Severability, and Choice of Law.

This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

17.33 Governmental Restrictions.

If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

17.34 Headings.

The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

17.35 Integration.

This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

17.36 Intellectual Property.

- (a) The Contractor's intellectual property rights that preexist this Contract will remain with the Contractor. Intellectual property rights to all property created or otherwise developed by Contractor specifically for the Department will be owned by the State through the Department.
- (b) If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

17.37 Interpretation of Contract.

- (a) Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons,

Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

- (b) Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

17.38 Modifications Required by Law.

The Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

17.39 MyFloridaMarketPlace Transaction Fee.

- (a) The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.
- (b) 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 Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- (c) Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.
- (d) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

17.40 Non-discrimination.

- (a) Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- (b) Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and

may not transact business with any public entity. The Florida Department of Management Services (“DMS”) is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

17.41 ADA Compliance

- (a) Contractor shall comply with the Americans with Disabilities Act, including Title II.
- (b) The Contractor shall ensure that, as to its products and services it develops for the Department, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 USC section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 USC section 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.

17.42 Non-Solicitation.

Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

17.43 Non-Waiver of Rights.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

17.44 Order of Precedence.

In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments and exhibits to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, exhibits, addenda, and questions and answers; and
6. Contractor’s Response to the Solicitation.

In the case of conflict between the terms and conditions of this Contract and the terms and conditions under which the Department is receiving federal funding, the terms and conditions authorizing federal funding shall control.

17.45 Ownership of Documents.

All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the

custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

17.46 P.R.I.D.E.

When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org/>

17.47 Public Entity Crimes.

A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

17.48 Public Records.

Public Records Requirements (Attachment E), as attached to this Contract, are hereby incorporated into the Contract.

17.49 Record Keeping and Audit.

- (a) Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- (b) The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

17.50 Remedies

All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable

relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17.51 RESPECT of Florida.

When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida

2475 Apalachee Parkway, Suite 205

Tallahassee, Florida 32301-4946

(850) 487-1471

Website: www.respectofflorida.org

17.52 Scrutinized Companies

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- (b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel, the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- (c) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

17.53 Tax Exemption

Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

17.54 Warranty of Ability to Perform.

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

17.55 Warranty of Authority.

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

– Remainder of Page Intentionally Left Blank –

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

Contractor Name

Florida Department of Environmental Protection

By: _____

By: _____

Date: _____

Date: _____

FEID No. «FEID»

- Attachment A Statement of Work (___ pages)
- Attachment B Special Contract Terms (___ pages)
- Attachment C Rate Schedule (___ pages)
- Attachment D Subcontractor Utilization Report Form (1 page)
- Attachment E Public Records Requirement (1 page)
- Attachment F Liquidated Damages Assessment Form (1 page)
- Attachment G Requirements Document (___ pages)
- Attachment H Service Level Agreement (SLA) Performance Standards (___ pages)
- Attachment I Minimum Mandatory System Requirements (___ pages)

ATTACHMENT A - STATEMENT OF WORK

[To Be Inserted]

ATTACHMENT B - SPECIAL CONTRACT TERMS

(SEE SECTION 6.00 OF THE ITN)

ATTACHMENT C - RATE SCHEDULE

[To Be Inserted]

ATTACHMENT D - SUBCONTRACTOR UTILIZATION REPORT FORM

DIRECTIONS:

Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. _____
(if applicable):

Invoice Service Period: _____

INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
BUSINESS CLASSIFICATION			CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.		OTHER NON-PROFIT											
NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS SERVED	51% OR MORE MINORITY COMMUNITY	OTHER NON-PROFIT	

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature) (Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

ATTACHMENT E - PUBLIC RECORDS REQUIREMENTS

1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT F - LIQUIDATED DAMAGES ASSESSMENT FORM

To: Bureau of Finance and Accounting, Contracts Disbursements Section (MS 78)

Through: Office of General Counsel

From: _____, Contract Manager

Date: _____

Subject: Liquidated Damages

Contractor/Vendor: _____

DEP Contract No: _____ Task Assignment/PO No.: _____

The Contractor/Vendor did not complete the work covered by the referenced Contract/Task Assignment/PO in the time frame provided. Contractor gave the following reasons for the delay:

The Contract/Task Assignment/PO provides that liquidated damages may be assessed for failure of the Contractor/Vendor to meet Contract/Task Assignment/PO terms and conditions, except for reasons beyond the control of the Contractor/Vendor. Therefore:

- I recommend that liquidated damages be assessed.
- I recommend that liquidated damages not be assessed.
- I recommend that only \$ of liquidated damages provided for be assessed, for the following reasons:

Explanation/Calculations: _____

Complete all information above, attach to invoice and relevant contract documents with all processing information completed and forward to the Contracts Disbursements Section (MS 78) for final processing once approved by the Office of General Counsel.

Approval: As recommended \$ _____ in Liquidated Damages

Disapproved:

DEP Contracts Attorney

Date

ATTACHMENT G - REQUIREMENTS DOCUMENT

[To Be Inserted]

ATTACHMENT H - SERVICE LEVEL AGREEMENT (SLA) PERFORMANCE STANDARDS

[To Be Inserted]

ATTACHMENT I - MINIMUM MANDATORY SYSTEM REQUIREMENTS

[To Be Inserted]

Section 18.00 **REPLY CHECKLIST**

This “Checklist” is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation.

Minimum Mandatory System Requirements Form submitted to Procurement Officer as outlined in the Timeline of Events.

To ensure that Respondent response package can be accepted, please be sure the following items are fully completed and enclosed:

Volume I: Business Volume [One (1) Original]

- Tab A: Executive Summary
- Tab B: Solicitation Forms
 - Solicitation Acknowledgement Form(s) *[If Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.]*
- Tab C: Disclosures and Attestations
 - Vendor Financial Attestation
 - Vendor Responsibility Disclosure
 - Vendor Conflicts of Interest Attestation
 - Vendor Principal Place of Business Attestation
 - Vendor Drug-Free Workplace Attestation
- Tab D: Client References Form
- Tab E: Audited Financial Statements
- Tab F: Price Sheet

Volume II: Technical Volume [One (1) Original]

- Tab A: Solution Summary
- Tab B: Project Organizational Chart
- Tab C: Project Schedule and Implementation Approach
- Tab D: Project Key Personnel
- Tab E: Project Management Approach
- Tab F: Communication Approach
- Tab G: Quality Assurance Approach
- Tab H: Risk Management Approach
- Tab I: Issue Management Approach
- Tab J: Change Management Approach

Volume III: Operational Volume [One (1) Original]

- Tab A: Central Reservation Service
- Tab B: Point of Sale and In-Park Camping and Lodging Check-In System
- Tab C: Administrative and Reporting Web Application
- Tab D: Hardware and Software Support
- Tab E: End-User Hardware
- Tab F: Training Plan
- Tab G: Optional Automated Entry Solution

One (1) Electronic Copy of entire Reply on CD/DVD/USB