



**FLORIDA DEPARTMENT OF REVENUE**  
**INVITATION TO BID**  
**CONTRACTUAL SERVICES – Acknowledgement Form**

Page <u>1</u> of <u>51</u> pages	SUBMIT BID TO:  Florida Department of Revenue Procurement Office, 2450 Shumard Oak Boulevard Building 2-1600 Tallahassee, Florida 32399-0109
AGENCY RELEASE DATE: <u>2/15/2019</u>	

SOLICITATION TITLE: <b>Time Trending</b>	SOLICITATION NO: <b>18/19-18</b>
---	-------------------------------------

BIDS WILL BE OPENED: **March 4, 2019**  
**4:00 P.M.** and may not be withdrawn within 60 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.): \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

**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 solicitation schedule.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

## PUR 1001 - GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** **Note: N/A for Department of Revenue at this time.**

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer 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 response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response. **Note: This section is superceded by a condition in the ITB.**

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer 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 Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **Note: This section is superceded by a condition in the ITB.**

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or

the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the 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."

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

R10/06)

(PUR 1001 – 60A-1.002(7), F.A.C -

## PUR 1000 – GENERAL CONTRACT CONDITIONS

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a

contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. **Note: In place of a purchase order, FDOR may issue a contract.**

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one-time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to

cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) 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 or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

The Contractor shall invoice the Department upon completion and acceptance of a deliverable. Payment by the Department will be on a deliverable basis.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The 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 and Customers, 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 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 or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers 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 a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 Customer 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 Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**Note: This section may be superseded by a condition in the ITB.**

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. **Note: This section may be superseded by a condition in the ITB.**

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The 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 or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, 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 Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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 five (5) 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 against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers 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.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute



condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. 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 authorized or eligible to write policies in Florida. Note: **This section may be superseded by a condition in the ITB.**

**36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**37. Warranty of Ability to Perform.** The 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. The 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. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices:** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed 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, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; 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 dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the 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. The Customer'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.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**48. Special Conditions:** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.  
(PUR 1000 – 60A-1.002(7), F.A.C. – R. 10/06)

## TABLE OF CONTENTS

<i>SECTION 1 – DEFINITIONS</i> .....	12
<i>SECTION 2 – INTRODUCTION</i> .....	13
2.1 Background.....	13
2.2 Statement of Purpose .....	13
2.3 Contract .....	13
2.4 Contract Term.....	13
<i>SECTION 3 – PRODUCT INFORMATION/WORK REQUIREMENTS</i> .....	13
3.1 Technical Requirements .....	13
3.2 Deliverables/Performance Measures .....	13
3.3 Financial Consequences.....	15
3.4 Supporting Information.....	15
3.5 Qualifications of Contracted Employee .....	16
<i>SECTION 4 – PROCUREMENT RULES AND INFORMATION</i> .....	17
4.1 Procurement Officer/Contact Person .....	17
4.2 Calendar of Events .....	17
4.3 Procurement Rules .....	18
4.4 Posting of Recommended Award.....	21
<i>SECTION 5 – BID FORMAT AND CONTENTS</i> .....	23
5.1 Responsiveness Requirements .....	23
5.2 Preferences .....	24
5.3 Addendum Acknowledgment Form .....	24
<i>SECTION 6 – AWARD OF CONTRACT</i> .....	25
6.1 Responsiveness Review .....	25
6.2 Exclusionary Lists Check / Verification .....	25
6.3 Licensing / Registration Requirements .....	25
6.4 Price Determination .....	25
6.5 Reference Checks .....	26
6.6 Identical Tie Bids Procedure .....	26
6.7 Final Determination.....	26
<i>EXHIBIT 1 – SUBMITTAL CHECKLIST</i> .....	27
<i>EXHIBIT 2 – SAMPLE CONTRACT</i> .....	28
<i>EXHIBIT 3 – QUESTIONS REFERENCES WILL BE ASKED</i> .....	47
<i>ATTACHMENT 1 – COST INFORMATION SHEET</i> .....	48
<i>ATTACHMENT 2 - VENDOR REPRESENTATIVE AND ALTERNATE</i> .....	49
<i>ATTACHMENT 3 - REFERENCES</i> .....	50
<i>ATTACHMENT 4 – DRUG FREE WORKPLACE PROGRAM CRITERIA</i> .....	51

## SECTION 1 – Definitions

The following terms used in this Invitation to Bid (ITB) have the following meanings unless the context otherwise clearly requires a different construction and interpretation:

- 1.1 **Breach of Contract**: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contract**: The agreement which results from this ITB between the winning Bidder and the Department.
- 1.3 **Contractor**: The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.4 **Department**: The State of Florida, Department of Revenue referred to in this ITB document as “the Department”.
- 1.5 **Desirable Conditions**: The use of the words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.
- 1.6 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.
- 1.7 **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impact the Department’s interest. Material deviations cannot be waived.
- 1.8 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.9 **P-Card**: Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.10 **Purchase Order/Direct Order**: The contract document issued by the Department to the Vendor to procure goods and services.
- 1.11 **Vendor, Offeror and Bidder**: A legally qualified corporation, partnership, sole proprietor, or other entity submitting a bid to the Department pursuant to this ITB.
- 1.12 **Winning or Successful Bidder**: The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.

## SECTION 2 – Introduction

### 2.1 Background

In its oversight capacity, and per Florida Statutes, the Program maximizes the use of sales of real property data throughout the state for the assessment roll approval process. A key area of responsibility for the Program is its annual analysis, review, and approval of each county's property assessment roll. This function includes conducting complex statistical studies, including ratio studies, to verify that all property appraisers are valuing property equitably, uniformly, and in accordance with Florida law.

In larger counties with sufficient sales, the Program leverages technology to produce statistically reliable reports that estimate the county's assessment levels for various property types such as residential, multi-family, commercial, and vacant land. However, to obtain reliable estimates of value in smaller counties with few or widely dispersed sales, the Program conducts appraisals on a random sample of properties and compares these valuations to the property appraisers' assessments on the roll.

Another method used to analyze assessment rolls is developing time-trend factors by county, property type, and month, that would bring the market conditions of these sales current to the date of assessment which is January 1<sup>st</sup> of each year. With this industry best practice, the Program produces more accurate statistics for the assessment roll approval process while using substantially fewer resources than historic methods. In addition, this strategy increases statistical reliability and representativeness, and it conforms to standards established under Florida law and professional appraisal organizations.

### 2.2 Statement of Purpose

The purpose of this ITB is to secure competitive bids from qualified vendors who are able to provide the requested services described herein.

The selected contractor must have the ability to perform all services described, and subcontracting is not permitted.

### 2.3 Contract

This purchase shall be accomplished through either issuance of a purchase order/direct order, two party contract, both purchase order/direct order and/or two-party contract or by utilization of the Department's P-Card by authorized Department employees.

**The total amount of the 3 (three) year contract will not exceed \$150,000. The annual amount will not exceed \$50,000.**

### 2.4 Contract Term

The term of the contract shall be for a maximum of three (3) years and three (3) months from the date of contract signing, with the option to renew for up to a period(s) that does not exceed three (3) years.

## Section 3 – PRODUCT INFORMATION/WORK REQUIREMENTS

### 3.1 Technical Requirements

The contractor will develop county level time trend factors for improved residential property (stratum 1) and vacant residential property (stratum 4) for the prior year's sales and the two previous years. The rates must be based on the agreed upon methodology (Deliverable 3.2.1) and use only the appropriate qualified sales and may require filters for property type and other characteristics. The department will provide the contractor with assessment files (NAL – name, address and legal description) from the prior year and the most recent sale data file (SDF) and NAL from the April 1 sales submission of each county by April 15th. The deliverables must be in the form and format provided by the department or an agreed upon alternative format. The contractor must be available for scheduled consulting services (by phone or email) related to the deliverables throughout the duration of this contract.

### 3.2 Deliverables/Performance Measures

**Deliverables 3.2.1., 3.2.2, and 3.2.3. shall be due from April 1<sup>st</sup> to June 17<sup>th</sup> annually.**

Copies of the April 1<sup>st</sup> Florida assessment rolls for all 67 counties, in Comma Separated Variable (CSV) format via a Secure FTP server, will be provided to the vendor by April 15<sup>th</sup> for analysis. Deliverables will be delivered via E-mail and consist of:

**3.2.1 Due to the Department on or before April 1<sup>st</sup>.**

1. Propose a methodology and filters on the sale data prior to analysis and completion of all other deliverables.  
Deliverable must be agreed to prior to work on the remaining deliverables.

**3.2.2 Due to the Department in increments beginning on or before May 10<sup>th</sup> in county sets of up to 25.**

1. Strata Use Code and Market Area Detail Analysis
  - a. Develop overall trend factors for both strata 1 and 4 (Residential and Vacant Residential)
  - b. Analyze stratum 1 (Residential) trends by use code, where sales permit, for all counties and report results
  - c. Develop separate trends and post results for use codes:
    - i. 001 – Single Family Residential,
    - ii. 002 – Mobile Homes,
    - iii. 004 – Condominiums, and
    - iv. 005 – Cooperatives.
  - d. Provide stratum 1 (Residential) breakouts by market area as identified by the Department.
  - e. Analyze stratum 4 (Vacant Residential) trends, where sales permit, for all counties and post results.
  - f. Provide stratum 4 (Vacant Residential) breakouts by market area as identified by the Department.
  - g. Provide analysis and results for special areas (such as paper or antiquated subdivisions) as identified by the Department.
2. **Due to the Department on or before June 1<sup>st</sup>:** A Microsoft Excel spreadsheet containing monthly time-trend multipliers for residential (Stratum 1) and vacant residential (Stratum 4) for all sixty-seven (67) counties in the state. This index will have the factors by month, stratum, and county for the thirty-six (36) months preceding January of the current roll analysis year. Sale data and county assessment rolls will be provided to the contractor by April 15<sup>th</sup> of each year. The index will have the overall factors per stratum per county for the 36 months.

Be available to discuss deliverable outputs within the April 15 – June 30 timeframe of the contract and will be refined as needed using Department input.

**3.2.3 Due to the Department on or before June 17<sup>th</sup>**

1. Provide a report that describes the general and annual process of how the index was created. Report will include a description of the study overview, methodology, an explanation of filters used, methodology outlier used, time-trend graphs and scatter grams, quantifying trends including the use of splines, explanation of study results, an explanation of any atypical results, and conclusions and recommendations.
2. Provide all SPSS syntax used to develop the factors and data outputs which must be provided in Microsoft Word or Adobe PDF as provided by the Department.
3. Be available to defend the deliverables in cases where the time-trended study results are disputed.
- The deliverable date and scope will be determined jointly by the Department and the contractor if services are requested.

**3.2.4 Due date determined jointly by the Department and the Contractor**

1. Review and provide feedback to PTO staff, if requested, on baseline SPSS sales ratio report syntax to be used in the roll approval process in case of a system outage. The written feedback must include a review of all relevant statistical measures (e.g. confidence limits for median and weighted mean; price related bias).

- The deliverable date will be determined jointly by the Department and the contractor if services are requested.

### 3.2.5 Due date determined jointly by the Department and the Contractor

1. Provide, on request, training to Department staff or county Property Appraisers as requested by the Department.
  - The deliverable date and scope will be determined jointly by the Department and the contractor if services are requested. Past training has varied from one-day lectures to two-day hands-on workshops. Training topics could be: The use of SPSS software; Preparing data and processing time-trend factors; or other relevant training.
  - **The Department will provide any printed materials or duplication of electronic materials.**
  - The following is an instructional outline of time and material covered during a two-day workshop:
    - o 1.5 hours – Time Trend Methods and Issues – Contractor will provide and overview of the various methods for trending and discuss why this method demonstrated is appropriate for the audience.
    - o 1 hour – Review Methods and Sales Selection – Overview of the prior session to set the stage for the next section – Determining Trends.
    - o 3 hours – Determining Trends – Present several scenarios on types of trends – stratum 1, stratum 1 split, stratum 4, stratum 1 and 4 combined.
    - o 2.5 hours – Step by Step SPSS Code Review – Demonstration of the SPSS code used for filtering, graphing, and analyzing sales for time trending.
  - **Travel cost will be reimbursed per 112.061, Florida Statutes.**

### 3.3 Financial Consequences

Financial damages may be assessed for failure to produce deliverables timely or with sufficient quality. Should the contractor fail to perform, whether due to absenteeism, low output, or low-quality output, the Department reserves the right to:

1. Withhold payment on invoices where output or quality is below expectation until output or quality is returned to acceptable levels.
2. Charge the contractor 25% of the annual contracted amount if deliverables 3.2.1, 3.2.2, and 3.2.3 are not received by the due dates specified in 3.2 and the delay prevents the Department from using time trend methodology in the review and approval of 2018 rolls.
3. Charge the contractor 25% of the annual contracted amount if deliverable 3.2.4 as specified in 3.2 is not received within two weeks of the due date agreed to by the Department and Contractor.
4. Charge the contractor for all expenses incurred by the Department for failure to present or appear, as specified 3.2.5.

### 3.4 Supporting Information

#### 3.4.1 Security

The contracted employee agrees to a Criminal History Background Check (CHBC) as set forth in the contract and can only begin work after results have been received and approval has been granted by the Department.

#### 3.4.2 Place of Performance

The Department will not provide office space to perform the activities necessary to provide deliverables one, two, three, or four. The Department may provide space for workshops or training.

### 3.4.3 Period of Performance

This contract shall begin on March 8, 2019, or on the date on which the contract has been signed by the last party required to sign it. It shall end on June 30, 2022. **The annual period of performance begins on March 31 and ends on June 30.**

### 3.4.4 Government Furnished Property

The Department will not furnish any property to the contractor.

## 3.5 Qualifications of Contracted Employee

To meet the objectives of the program the selected contractor must have, and may be required to verify, the following:

- Five years' experience producing time trend factors comparable to the deliverables in Section 3.2.
- Experience developing time trend factors from property assessment roll data.
- Knowledge of Florida's property assessment roll data.
- Knowledge of the best practices of Ratio Studies developed by the International Association of Assessing Officers (IAAO).
- An advanced degree in Finance, Economics, Statistics, Real Estate or Business Administration.
- The ability to produce deliverables using IBM SPSS Statistics Software (SPSS).
- Not been under contract to, or represent, a Florida Property Appraiser or Florida Taxpayer on property tax issues within the last 2 years or during the contracted period.
- The ability to produce time-trend factors within the April 15 to June 1 timeframe.
- Have experience in leading workshops.
- Current membership with the International Association of Assessing Officers (IAAO).



## SECTION 4 – Procurement Rules and Information

**NOTE:** In accordance with Section 60A-1.002 (7), Florida Administrative Code, the Department of Management Service's form PUR 1001 must be included in all solicitations. The PUR 1001 is similar to the requirements of this section (Section 4) of this ITB. In the event of any conflict between this section (Section 4) of the solicitation, and the PUR 1001 form, the provisions of this section SHALL prevail.

### 4.1 Procurement Officer/Contact Person

Questions related to this procurement should be addressed to:

Alison Thomas, Purchasing Specialist  
Purchasing Office  
Florida Department of Revenue  
2450 Shumard Oak Boulevard  
Building 2, Suite 1600  
Tallahassee, FL 32399-0109  
850-617-8132  
Alison.Thomas@floridarevenue.com

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

### 4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida.

	<u>Date</u>	<u>Time</u>	<u>Action</u>
<b>4.2.1</b>	2/15/2019	10:00 AM, E.S.T.	Release of ITB
<b>4.2.2</b>	2/21/2019	12:00 PM, E.S.T.	Last day for written questions and inquiries
<b>4.2.3</b>	2/22/2019	5:00 PM, E.S.T.	Anticipated date that written responses to written questions/ inquiries will be posted on the Vendor Bid System.
<b>4.2.4</b>	3/4/2019	12:00 PM, E.S.T.	Bid opening
<b>4.2.5</b>	3/5/2019	4:00 PM, E.S.T.	Anticipated date of posting of recommended award on Vendor Bid System
<b>4.2.6</b>	3/8/2019		Anticipated date for issuance of purchase order/direct order or other document

## 4.3 Procurement Rules

### 4.3.1 Submission of Bids

Each bid shall be prepared simply and economically, following the instructions contained herein.

### 4.3.2 Bid Opening

The bid opening will be held at the time and date specified in the "Calendar of Events" (Section 4.2) in the Purchasing Office, 2450 Shumard Oak Boulevard, Building 2, Suite 1600, Tallahassee, Florida. Bids are to be submitted in a sealed envelope with the bid number and opening date and time identified on the outside.

The name of all bidders submitting bids shall be made available to interested parties upon written request to the contact person listed in Section 4.1. Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening.

**It is recommended that all bids be hand delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the CCOC is a secured facility, if you are hand delivering your bid, please allow for sufficient time to gain access into the building.**

### 4.3.3 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

### 4.3.4 Disposition of Bids and Public Records Requests

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

### 4.3.5 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the bidder within seventy-two (72) hours after the bid due date indicated in the Calendar of Events.

Any submitted bid shall remain a valid bid for twelve (12) months after the bid submission date.

### 4.3.6 Rejection of Bids

The Department reserves the right to reject any or all bids failing to meet mandatory responsiveness requirements, or containing material deviations.

#### 4.3.6.1 Mandatory Responsiveness Requirements

Mandatory responsiveness requirements are terms, conditions or requirements that must be met by the bidder to be responsive to this Invitation to Bid. Failure to meet these mandatory requirements will cause rejection of a bid.

#### 4.3.6.2 Material Deviations

The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must*, or *will* (except to indicate simple futurity) in this Invitation to Bid indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impact the Department's interest. Material deviations cannot be waived and shall be the basis for rejection of a bid.

#### 4.3.6.3 Minor Irregularities

A minor irregularity is a variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

#### **4.3.7 Bid Questions and Inquiries**

4.3.7.1 To the extent that there are any varying conditions, this section supersedes DMS PUR 1001 - General Instructions to Respondents.

4.3.7.2 Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be made in writing and posted on the Vendor Bid System, on or about the anticipated date referenced in the Calendar of Events.

4.3.7.3 The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the Department, that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must specify recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the "Calendar of Events" in Section 4.2. A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on the Vendor Bid System in order that all bidders be given the opportunity of bidding for the same specifications.

4.3.7.4 Any inquiries from bidders concerning this ITB shall be **submitted in writing**, identifying the submitter, to the individual identified in Section 4.1 of this ITB and must be received no later than the date and time specified in Section 4.2 of the Calendar of Events. (E-mail inquiries are preferred with the bidder following up by mailing or faxing a hard copy.) It is the responsibility of the bidder to confirm receipt of e-mailed and faxed inquiries.

4.3.7.4 Failure to file a protest of the bid specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the 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.

4.3.7.5 A formal written protest must be accompanied by a bond payable to the Department in the amount of 1 percent of the Department's estimate of the total value of the proposed contract. The form of the bond shall be a bond, cashier's check, or money order.

#### **4.3.8 Addenda**

Addenda and clarification to this ITB along with an Addendum Acknowledgment Form will be posted on the Vendor Bid System. The Addendum Acknowledgment Form, that is included with each posting, shall be signed by an authorized company representative, dated, and returned with the bid, as specified in Section 5, Bid Format and Contents.

#### **4.3.9 Changes**

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Purchasing Office for the Department of Revenue. The Department prohibits modification of a bid after bids are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the prior written approval of the Purchasing Office.

#### **4.3.10 Cost Discussions**

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to bid opening or notice of recommended award, or notice of rejection of all bids, will result in rejection of said bidder's bid.

#### **4.3.11 Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section 4.1 of this ITB shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

#### **4.3.12 No Prior Involvement and Conflicts of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

#### **4.3.13 Licensing/Registration Requirements**

##### **4.3.13.1 State Licensing Requirements**

All entities defined under Chapters 607, 608, 617, 620, 621 or 622, Florida Statutes, seeking to do business with the Department shall be properly licensed and in good standing with the Florida Department of State and all applicable regulatory agencies.

##### **4.3.13.2 MyFloridaMarketPlace Registration**

Vendors must have completed registration with the Florida Department of Management Services (DMS) State Purchasing, prior to contract signing.

Vendors may register online at: <https://vendor.myfloridamarketplace.com/>

For additional information, see PUR 1000, Section 15.

#### **4.3.14 Public Entity Crimes**

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

#### **4.3.15 Discriminatory Vendor List**

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids or contracts on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

#### **4.3.16 Unauthorized Employment of Alien Workers**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

#### 4.3.17 Office of Supplier Diversity

The Florida Legislature, in an effort to encourage the growth of small and minority businesses, recommends that the prime Contractor utilize minority sub-contractors in performance of State contracts whenever possible.

The Office of Supplier Diversity has standing to protest, pursuant to s. 287.09451 F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fails to include minority business enterprise participation, if any responding Contractor has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract Statewide or district level, for minority participation was not executed or, any agency failed to adopt preference for minority participation. Any low Contractor with no participation may be deemed not in "good faith."

A list of qualified minority Contractors is available at <http://osd.dms.state.fl.us>.

#### 4.3.18 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to certified WMBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

#### 4.4 Posting of Recommended Award

The recommended award is anticipated to be posted on the Vendor Bid System and at the Department of Revenue's Purchasing Office located in Tallahassee, Florida, on or about the date shown in the "Calendar of Events" (Section 4.2) and will remain posted for a period of seventy-two (72) hours (three business days).

4.4.1 Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Department's Office of General Counsel, Building One, Suite 2400, 2450 Shumard Oak Boulevard, Tallahassee, Florida 32399-0109, and provide copies to the Contact Person listed in Section 4.1 of this ITB:

4.4.1.1 A written notice of intent to protest within seventy-two (72) hours (3 business days) after posting of the recommended award.

- 4.4.1.2 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
- 4.4.1.3 A protest bond (see Section 4.4.3) within ten (10) calendar days after the date on which the notice of protest is filed.
- 4.4.2 Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the 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.
- 4.4.3 A formal written protest must be accompanied by a bond payable to the Department in the amount of 1 percent (1%) of the Department's estimate of the total value of the proposed contract. The form of the protest bond shall be a bond, cashier's check or money order.
- 4.4.4 The Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

## SECTION 5 – Bid Format and Contents

This section contains instructions that describe the required format for the submitted bid. The bidder shall supply one (1) original, signed bid, which shall include all required documents, in a sealed envelope, clearly marked “**Bid – ITB #18/19-18.**”

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses. A Submittal Checklist (Attachment 1) has been provided to assist vendors in preparing their bid response.

### 5.1 Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of a bid.

5.1.1 It is **mandatory** that the bidder supply one (1) original, signed and sealed bid, two (2) copies of the original bid, and one (1) copy of the original bid on a flash drive. The envelope shall be sealed and clearly marked “**Bid – ITB-#18/19-18.**”

5.1.2 If a respondent considers any portion of the documents, data, or records submitted in response to this ITB to be confidential, proprietary, a trade secret, or otherwise not subject to disclosure under Chapter 119, Florida Statutes, the Florida Constitution, or other authority, that information must be clearly marked as “CONFIDENTIAL.” The Department will distribute the non-redacted version, as necessary and appropriate, for evaluating, negotiating, and awarding the contracts.

An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of confidential information. The Department may reject any qualifications response a respondent submits with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages. Only the confidential portion(s) should be identified and marked. Respondents are to indicate where confidential information begins and ends. In addition, if a response contains information the respondent considers to be confidential, proprietary, trade secret, or otherwise not subject to disclosure, the respondent should submit a separate listing of the confidential ITB response sections and page references with their response.

If a respondent considers any portion of the documents, data, or records they submit in response to this ITB to be confidential, proprietary, trade secret, or otherwise not subject to disclosure under Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the respondent must simultaneously provide the Department with a separate redacted copy of its ITB response with its response submission. The redacted copy must:

- a) Be provided in both electronic and paper format.
- b) Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for the exemption. The Department may reject any response that fails to properly justify each occurrence of protected information.
- c) Only exclude, obliterate, or redact those exact portions which the respondent claims are confidential, proprietary, trade secret, or otherwise exempt.
- d) Contain the following information clearly identified on the cover/case: **Invitation to Bid #18/19-18 “Redacted Copy”**.

5.1.3 It is **mandatory** that the bidder complete the “FDOR Bidder Acknowledgment Form in its entirety, sign, and returned as part of this bid or your bid may be rejected. Also, by affixing your signature to the FDOR Bidder Acknowledgment Form you hereby state that you have read all bid terms, conditions, and specifications and agree to all the terms, conditions, specifications, and provisions. Furthermore, you are attesting that your company is currently licensed to do business within the State of Florida, or will become licensed if required by State or Federal law, for the services or commodities you will provide the Department under this bid. The signer of the document must be a person authorized to bind the firm.

5.1.4 It is **mandatory** that the bidder list their bid prices on the Cost Information Sheet(s) furnished (Attachment 1). Bidders are to quote NET BID PRICES. All cash discounts allowed for prompt payment of bills should be incorporated into net bid prices. By submitting a bid under this ITB, each Bidder warrants its agreement to the prices submitted. Any qualifications, counter-offers or deviations, shall render the bid non-responsive.

5.1.5 It is **mandatory** that the bidder complete and submit the Vendor Information Form (Attachment 2).

5.1.6 It is **mandatory** that the bidder complete and submit the Current References Form (Attachment 3).

## 5.2 Preferences

The following sub-sections describe statutorily mandated preferences given to bidders meeting certain criteria. If a bidder qualifies for and wishes to take advantage of any preference, they must submit the required documentation for consideration.

### 5.2.1 Commodities manufactured, grown, or produced in state

Per Section 287.082, FS, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that the specified products will be manufactured, grown, or produced within this state.

### 5.2.2 Certain Foreign Manufacturers

Per Section 287.092, FS, any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality, and service are the same, regardless of where the product is manufactured. To be eligible for this preference, bidders must provide a statement on their company letterhead attesting to the fact that they have a factory in the State of Florida employing over 200 employees working in the state.

### 5.2.3 Drug-free Workplace Programs

Per Section 287.087, FS, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall attest that their program meets all the criteria set forth in Attachment 4. To be eligible for this preference, bidders must sign and submit Attachment 4.

### 5.2.4 Certified Minority Business Enterprise

Per Section 287.057 (11), FS, if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

### 5.2.5 Florida Service-Disabled Veteran Preference

Per Section 295.187, FS, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified service-disabled veteran business enterprise, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise. To be eligible for this preference, bidders must submit a copy of their certification issued by the Florida Department of Management Services Office of Supplier Diversity.

## 5.3 Addendum Acknowledgment Form

If an addendum to this bid is issued, the addendum will be posted on the Vendor Bid System (VBS). The Bidder shall complete and insert the Addendum Acknowledgment Form(s) into their bid response. **It is the vendors' responsibility to monitor the VBS for any solicitation updates.**



## SECTION 6 – Award of Contract

The Department will award the Contract to the bidder having the lowest cost, and has been determined to be both responsive and responsible.

### 6.1 Responsiveness Review

To be deemed as a responsive bid, the document must be received by the Department on or before the date specified in the Procurement schedule (Section 4.2). The bidder shall supply one (1) original, signed and sealed bid, two (2) copies of the original bid, and one (1) copy of the original bid on a flash drive. All copies of the bid shall include all required documents in a sealed envelope, clearly marked **\*Bid – ITB #18/19-18**. Required (mandatory) documents that must be submitted with the bid responses are as follows:

- The FDOR Bidder Acknowledgment Form
- Attachment 1 – Cost Information Sheet
- Attachment 2 – Vendor Information Form
- Attachment 3 – Current References Form

All forms must be completed in their entirety, and if required, must be signed. The signer of the document must be a person authorized to bind the firm. Bids received after the date and time indicated in the Procurement Schedule will be returned unopened. Bids submitted without all the required documents, or with documents that are incomplete or not signed, will be rejected and not further evaluated.

### 6.2 Exclusionary Lists Check / Verification

Following the responsiveness review, the Department will check various lists to determine if the bidder has been excluded from participating in the public bidding and/or contracting process. The lists to be used for this stage of bid evaluation are as follows:

- Convicted Vendor List pursuant to Section 287.133(3)(d), Florida Statutes.
- Suspended Vendor List pursuant to Rule 60A-1.006, F.A.C.
- Discriminatory Vendor List pursuant to Section 287.134 (2) (a), Florida Statutes.
- Vendor Complaint List pursuant to Rule 60A-1.006(1), F.A.C.

Should a bidder's name appear on any of these exclusionary lists, their bid will be rejected and not further evaluated.

### 6.3 Licensing / Registration Requirements

Following the Exclusionary Lists Check / Verification, the Department will check to see if the bidder has registered to do business in Florida. The two registration requirements are as follows:

- **State Licensing Requirements**  
All entities defined under Chapters 607, 608, 617, 620, 621 or 622, Florida Statutes, seeking to do business with the Department shall be properly licensed and in good standing with the Florida Department of State and all applicable regulatory agencies.
- **MyFloridaMarketPlace Registration**  
Vendors must have completed registration with the Florida Department of Management Services (DMS) State Purchasing, prior to contract signing.  
Vendors may register online at: <https://vendor.myfloridamarketplace.com/>  
For additional information, see PUR 1000, Section 15.

Failure to be either licensed with the Florida Department of State, or with the Florida Department of Management Services at the time of submitting a bid will not result in the rejection of a bid, however to be awarded a contract, a bidder must be licensed and registered to do business with the state. To avoid delays in the contracting process, bidders are encouraged to become licensed and register prior to submission of a bid.

### 6.4 Price Determination

To determine the apparent low bidder, the Department will perform any weighted cost calculation on the bottom portion of the Cost Information Sheet using the unit costs for each of the specified or selected items. Any bids determined to be non-responsive per Section 6.1 above will not be further evaluated even if it is determined that it is the apparent low bid.

Furthermore, the Department will not further evaluate a bid that has been submitted by a vendor whose name appears on any of the exclusionary lists as provided in Section 6.2 above.

Any Cost Information Sheet(s) that is/are incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.

#### **6.5 Reference Checks**

If any of the bidder's references indicate poor contract performance, the Department may, at its discretion, reject the bidder's bid even if it determines that a responsive bid in full compliance with the bid specifications and conditions was submitted. Three (3) references are preferred. Two (2) references are required. At least two references must be available to the Department to answer questions.

#### **6.6 Identical Tie Bids Procedure**

The procedure for awarding a contract when there is an identical tie bids situation is set forth in Rule 60A-1.011, FAC. This rule also sets forth the order of preference (from highest to lowest priority) when considering the various preferences as listed above in subsections 5.2.1 through 5.2.5. This order of preference is as follows:

1. Commodities manufactured, grown, or produced in state - Section 287.082, FS
2. Certain Foreign Manufacturers - Section 287.092, FS
3. Drug-free Workplace Programs Section - 287.087, FS
4. Certified Minority Business Enterprise Section - 287.057, FS

If the order of award process outlined above fails to resolve the identical evaluations, the agency shall award the contract to the respondent whose response is deemed by the agency to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.

If an identical tie bids situation still exists after the process outlined above, preference will be given to vendors who are a certified service-disabled veteran business enterprise.

#### **6.7 Final Determination**

In the event that the identical tie bids procedure outlined in Section 6.6 fails to resolve the identical evaluations, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers) at a public meeting.

**Exhibit 1 – Submittal Checklist**

<b>Submittal Checklist</b>		
Items to be returned with bid include, but are not limited to, the following items. It is mandatory that the items in <b>bold</b> text be submitted with your bid, or your bid may be rejected.		
		<b>Submitted</b>
		<b>Initials</b>
A	<b>The FDOR Bidder Acknowledgment Form (Cover page of ITB)</b>	
B	<b>Cost Information Sheets (Attachment 1)</b>	
C	<b>Vendor Representative and Alternate Form (Attachment 2).</b>	
D	<b>References Sheets completed with companies for which similar products have been provided (Attachment 3).</b>	
E	you wish to be considered for the preference set forth in Section 5.2.1 of this ITB, you must provide a statement on your company letterhead attesting to the fact that the specified products will be manufactured, grown, or produced within this state.	
F	you wish to be considered for the preference set forth in Section 5.2.3 of this ITB, you must submit the Drug Free Workplace Program Criteria Provide form certifying that your organization has a drug free workplace policy in compliance with the criteria. (Attachment 4)	
G	you wish to be considered for the preference set forth in Section 5.2.4 of this ITB, you submit a copy of your certification issued by the Florida Department of Management Services Office of Supplier Diversity.	
H	you wish to be considered for the preference set forth in Section 5.2.5 of this ITB, you must submit a copy of your certification issued by the Florida Department of Management Services Office of Supplier Diversity.	
I	Proof of an advanced degree set forth in Section 3.5 (copy of diploma or transcript)	
J	IAAO Membership Verification	
K	Sample of a deliverable using IBM SPSS software with time trend factors comparable to the deliverables in Section 3.2.	
L	An agenda from a workshop / training event that lists courses developed by the contractor as stated in Section 3.5.	

## Exhibit 2 – Sample Contract

**NOTE:** In accordance with Section 60A-1.002 (7), Florida Administrative Code, the Department of Management Services form PUR 1000 (see ATTACHMENTS) must be included in all solicitations. The PUR 1000 is similar to the requirements of this sample contract. In the event of any conflict between this sample contract, and the PUR 1000 form, the provisions of this sample contract will prevail. The sample contract will be used to develop the resulting contract for this solicitation. The applicable requirements of this ITB, along with the successful bidder's response will be incorporated into the sample contract to develop the resulting contract for this purchase.

### STATE OF FLORIDA DEPARTMENT OF REVENUE STANDARD CONTRACT

**THIS CONTRACT** is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on March 8, 2019, or on the date on which the contract has been signed by the last party required to sign it, whichever is later, and shall end on June 30, 2022. For this contract, there shall be One (1) Three (3) year optional renewal periods.

#### I. THE CONTRACTOR AGREES:

##### A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: Invitation to Bid #18/19-18.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

##### B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

##### C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes, or at such lower rates as may be provided in this contract.
3. That invoices shall be submitted to the following address:

##### D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

##### E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-8347, or email: [Sarah.Wachman.Chisenhall@floridarevenue.com](mailto:Sarah.Wachman.Chisenhall@floridarevenue.com), or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.**

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

#### **F. Indemnification**

**NOTE:** Except to the extent permitted by section 768.28, Florida Statutes, or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

#### **G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by section 768.28(2), Florida Statutes, the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

#### **H. Confidentiality of Information**

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractor's employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an *Individual Contractor Security Agreement Form* (Attachment C) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.

3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
  - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than forty-five (45) days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a notification is required forty-five (45) days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

FTI will not be disclosed.

FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 6, provides detailed requirements on the content of the forty-five (45) day notification to the IRS. The contract manager should refer to: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the

plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.

- k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
  - l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the contractor is subject to the provisions of section 501.171, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the State of Florida, the contractor would also be subject to comply with the laws of states where those individuals reside.

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party, nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any subcontract, sublicense, assignment, or other transfer of this contract occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes, unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

#### **J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

#### **K. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with section 413.036(3), Florida Statutes, which states: "It is expressly understood and agreed 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, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; 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 dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.
4. MyFlorida MarketPlace Fee

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) 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 or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

#### **L. Non-discrimination Requirements**

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

#### **M. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

#### **N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.



5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

#### **O. Sponsorship**

That as required by section 286.25, Florida Statutes, if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

#### **P. Publicity**

That without limitation, the contractor and its employees, agents, and representatives will not, without the Department's prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State of Florida mark, the name of the State of Florida's mark, the name of the State of Florida or any State of Florida affiliate or any officer or employee of the State of Florida, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State of Florida, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

#### **Q. Final Invoice**

To submit the final invoice for payment to the Department no more than ten (10) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

#### **R. Lobbying**

To comply with the all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which limit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch, or a state agency in Florida.

#### **S. Public Entity Crime**

That pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **T. Patents, Copyrights, Royalties and Rights to Products**

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Florida Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Florida Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, Florida Statutes. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract

includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

#### **U. Emergency Preparedness**

That upon request from the Department, the contractor shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

#### **V. Criminal History Record Checks (CHRC)**

That the Department requires national (Level 2) criminal history record checks on all contractor's employees or subcontractor staff that have access to the Department's facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment D – Criminal History Record Check Requirements*. This document is required for all contractors' who have not been waived or exempted from the criminal history record check process.

That contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to [CHRCcontractors@dor.state.fl.us](mailto:CHRCcontractors@dor.state.fl.us), the arrest, charge or notice to appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractor's employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractor's employees to contest, to their employer, any disqualification for work based on an alleged violation.

#### **W. Access to Department Facilities, Information and Systems**

##### **1. Granting Access**

- a. That upon execution of the contract, the contractor will provide the Contract Manager a list of all contractor's employees or subcontractor staff that will require access to Department facilities, confidential or sensitive information, or information systems. The list should include the following information:
  - Name, telephone number, email address, work location, access desired, justification, and the effective date of the desired access for each person listed.
- b. That any time during the life of the contract, the contractor may submit a request for additional contractor's employees or subcontractor staff to be granted access to Department facilities, confidential or sensitive information, or information systems. The list should include the same information listed in above.
- c. That resources and facilities to which specific authorized access may be requested include but are not limited to:

- Office Buildings,
  - Restricted Rooms within Office Buildings,
  - Restricted Data,
  - Department Intranet,
  - Department Network, and
  - Data Management Systems such as FLORIDA, CAMS and SUNTAX.
- d. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the contractor to have the appropriate accesses granted.
  - e. That contractor's employees and subcontractor staff may be required to sign Department or other agency security forms to gain access. Additionally, they may be required to view security videos, take on-line or instructor-led training, and review Department policies.
  - f. That access will not be granted to contractors' employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.
  - g. That contractor's employees and subcontractor staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate access and may initiate other contractual remedies if sharing occurs.

## 2. Changing and Terminating Access

- a. That the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
  - Separation,
  - Termination,
  - Reassignment to another project, or
  - Change in the type of access required.
- b. That notification shall include name, telephone number, email address, work location, justification, and the effective date of the change.
- c. That changes to the type and frequency of the access may require contractors' employees and subcontractor staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. That contractors are responsible for returning to the Contract Manager all security identification cards, access devices or other Department property on or before the separation, termination or reassignment of contractor's employees or subcontractor staff.
- e. That contractors are responsible for submitting to the Contract Manager a written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

## X. REPORTING FRAUD

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to Department immediately in one of the following ways:

- a. Using SUNTAX.
  - Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.
- b. Using Ethics Link.
  - Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.
- c. Directly to the Office of Inspector General by calling (850) 617-8152 or sending an email to [Inspector General](#).

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractor, contractor's employees, or any other external parties and/or entities determined to be participants in fraud.

## **Y. FINANCIAL CONSEQUENCES**

That the following financial consequences will apply for failure to comply with the terms and conditions of this contract:

*Refer to Section 3.3 of the ITB for financial consequences.*

## **Z. PROHIBITION OF SCRUTINIZED COMPANIES**

That in accordance with section 287.153, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

## **II. THE DEPARTMENT AGREES:**

### **A. Contract Amount**

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$150,000.00 for the life of the contract and \$50,000 annually subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

### **B. Contract Payment**

That pursuant to section 215.422, Florida Statutes, the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer of Florida pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

Individual payments will be made on a deliverable basis as listed on the Cost Information Sheet (Attachment 1) upon delivery and acceptance by the Department.

### **C. Vendor Ombudsman**

That a Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office are found in subsection 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

## **III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**

### **A. Effective and Ending Dates**

That this contract shall begin on March 8, 2019, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end on June 30, 2022. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

### **B. Contract Renewal**

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both

parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be one (1) three (3) year optional renewal periods.

### **C. Corrective Action Plan**

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Department Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department Contract Manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

### **D Termination**

1. That this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Certified Mail, any expedited delivery service that provides verification of delivery, or by hand delivery to the Department Contract Manager or the representative of the contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if contractor is determined placed on the list of Scrutinized Companies as described in section 287.135, Florida Statutes.

### **E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**F. Notice**

That any notice, that is required under this contract shall be in writing, and sent by U.S. Certified Mail, any expedited delivery service that provides verification of delivery, or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

**G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**H. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

<b>Applicable attachments: ☒ indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input checked="" type="checkbox"/>	<b>Attachment B</b>	<b>Order of Precedence (and Contract Content)</b>
<input type="checkbox"/>	<b>Attachment C</b>	<b>Other – See attachment for details</b>
<input checked="" type="checkbox"/>	<b>Attachment D</b>	<b>Criminal History Background Check Requirements</b>
<input type="checkbox"/>	<b>Attachment E</b>	<b>Access to Department Information Resources and Facilities</b>
<input type="checkbox"/>	<b>Attachment F</b>	<b>Required Training Courses</b>
<input type="checkbox"/>	<b>Attachment G</b>	<b>Other - See attachment for details</b>
<input type="checkbox"/>	<b>Attachment H</b>	<b>Other - See attachment for details</b>



---

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

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

CONTRACTOR:

FLORIDA DEPARTMENT OF REVENUE

SIGNED  
BY:

SIGNED  
BY:

NAME:

NAME: Clark M. Rogers

TITLE:

TITLE: Director, Office of Financial Management

DATE:

DATE:

Contractor MFMP Vendor  
#  
(Federal EID # and MFMP  
Extension):

FLORIDA DEPARTMENT OF REVENUE  
Office of the General Counsel

Date:

Approved as to form and legal content

---

Attachment A

**Scope of Work**

***Scope of work will be developed from the department's requirements in this solicitation and the successful bidder's response.***

Attachment B

**Order of Precedence (and Contract Content)**

The documents identified in this attachment are incorporated by reference into this Contract. Should clarification of a Contract requirement be needed or if conflicting language is identified within these Contract documents, the order of precedence shall be as follows (#1 having highest precedence):

<b>Precedence #</b>	<b>Document Description</b>
<b>1</b>	<b>Florida Department of Revenue Standard Contract #TBD with attachments and subsequent amendments</b>
<b>2</b>	<b>Successful bidder's response</b>

Attachment D

**Criminal History Record Check Requirements**

The contractor is responsible for ensuring national (Level 2) criminal history record checks (CHRC) are completed on all contractor's employees or subcontractor staff that will access to the Department's facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department. The contractor shall utilize the CHRC fingerprinting entity designated by the Department, and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

No access will be granted to contractor's employees and subcontractor staff until criminal history record check results have been received and deemed satisfactory by the Department.

Contractor's employees shall be subject to new criminal history record checks every five (5) years from prior criminal history record checks as long as the contract is in effect.

The Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

During the term of the contract, the contractor shall report to the Department in writing by sending an email to [CHRCcontractors@dor.state.fl.us](mailto:CHRCcontractors@dor.state.fl.us), the arrest, charge or Notice to Appear; for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractor's employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

**Contractor Acknowledgment (Understand and Agree)**

Contractor/Entity Name: \_\_\_\_\_

Contact Representative: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

## Attachment E

### **Access to Department Information Resources and Facilities**

1. We agree to provide a list of contractor and agent staff needing specific authorized access to the Department Contract Manager in writing, and that access shall not be granted until contractor staff is determined to be suitable for employment through the results of a national criminal history background check (CHRC) as described in Section I.V. of this contract.
2. We understand the information to be provided includes at a minimum, name, role, telephone number, email address, work location, access desired justification for the specific access requested and the effective date for each person listed.
3. We understand that upon receipt of a request to grant specific authorized access, the Department Contract Manager will determine the appropriateness of each access request.
4. We understand staff may be required to sign, read, receive training on or view Department or other agency security forms, information or policy to gain access.
5. We understand that until such access is formally granted and written confirmation is provided by the Department Contract Manager, contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.
6. We agree to provide notice to the Department Contract Manager of any separation, termination, reassignment or change to access previously granted to contractor or agent staff no less than five (5) business days in advance of the change. At a minimum, notice shall include name, role, telephone number, email address, nature of the change and effective date of the change.
7. On or before staff separation, termination or reassignment off the project, for each contractor or agent staff, we agree to:
  - a. Provide to the Department Contract Manager, all security identification and access devices issued for this project; and
  - b. Obtain written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
8. We agree that contractor or agent staff will not share user names, passwords, or security devices provided by the Department for specific access to Department information resources and facilities.
9. We agree to provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities. The list shall contain at a minimum, name, role, telephone number, email address, work location, accesses and the date each access was granted.
10. We understand the Department may request an updated list of persons having access and we agree to provide the list within two (2) business days of the request.

**Contractors, providers, and partners employed by agencies or acting on behalf of agencies performing services related to information and information technology resources shall comply with Rule Chapter 71A-1, F.A.C., Florida Information Technology Resource Security Policies and Standards. Such covered entities agree to be familiar with the provisions of the Rule Chapter and to comply with same. Below are some, but not all, of the provisions of the Rule Chapter:**

- a) Where possible, audit records will allow actions of users to be uniquely traced to those users so they can be held accountable for their actions.
- b) All passwords are shall be unreadable during transmission and storage using appropriate encryption technology.
- c) Department or contractor mobile computing devices used with exempt, or confidential and exempt Department information shall be encrypted.
- d) Department or contractor mobile storage devices with exempt, or confidential and exempt Department data shall have encryption technology enabled such that all content resides encrypted.
- e) For systems containing exempt, or confidential and exempt data, each agency shall ensure written agreements and procedures are in place to ensure proper security for sharing, handling or storing confidential data with entities outside the agency.
- f) Contractors shall destroy exempt, and confidential and exempt Department information when authorized by the Department and/or in conjunction with applicable retention schedule, regardless of media type.

- g) The contractor shall ensure background investigations using, at a minimum, Level 2 screening standards and disqualification criteria are performed for all personnel hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high.
- h) The contractor agrees to comply with agency information technology security policies.
- i) Contractors shall execute a network connection agreement that will ensure compliance with Department security policies prior to allowing contractors to connect to the agency internal network.

**Contractor Acknowledgment (Understand and Agree)**

Contractor/Entity Name: \_\_\_\_\_

Contacto Representative: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 3 – QUESTIONS REFERENCES WILL BE ASKED**

The Department will call the references and ask the questions below.

NOTE: An answer of “no” to any question will disqualify the respondent from participating in this ITB.

	Yes	No
Did the respondent create a methodology for developing time trend factors or develop time trend factors while contracted/employed by you?		
Was the respondent available to discuss deliverables, as they were being created, throughout the duration of employment/contract?		
Were you satisfied with the respondent's performance?		
Did the respondent submit deliverable(s) on time?		
Were you satisfied with the quality of the respondent's work?		
Was the respondent dependable?		
Given the respondent's performance, during the contracted period, would you contract with him/her again?		

**Attachment 1 – Cost Information Sheet**

The sole consideration to be paid to the Contractor will be for **Deliverables 3.2.1** (Methodology), **3.2.2. (1)** (Strata Use Code and Market Area Detail Analysis), **3.2.2. (2)** (Microsoft Excel Spreadsheet – Monthly Time-Trend Multipliers, **3.2.3.** (Final Report), and **3.2.5** (Workshop if requested by the Department) as specified in this ITB. **Deliverable 3.2.4 shall be included in the total cost without an individual annual cost bid.** Travel cost for deliverable 3.2.5. (Workshop - if requested by program), will be reimbursed per 112.061, Florida Statutes.

Please insert your proposed bid amount per deliverable. Total Bids exceeding the maximum amount allowed, **\$50,000 annually**, for this ITB will not be considered.

In compliance with this Invitation to Bid for Time Trend Factor deliverables and Workshop,  
 \_\_\_\_\_ proposes to charge the following fixed rate for each deliverable to the Florida  
 [Printed Bidder Name]

Department of Revenue as described in this ITB. In making this bid, we acknowledge that we have read and understand this ITB and hereby submit our bid in accordance with the terms, conditions, and specification of this ITB.

3.2.1. Methodology	\$ _____ <b>(Enter Annual Cost Bid Here)</b>
3.2.2. (1) Strata Use Code and Market Area Detail Analysis	\$ _____ <b>(Enter Annual Cost Bid Here)</b>
3.2.2. (2) Microsoft Excel Spreadsheet - Monthly time-trend multipliers	\$ _____ <b>(Enter Annual Cost Bid Here)</b>
3.2.3. Final Report	\$ _____ <b>(Enter Annual Cost Bid Here)</b>
3.2.5. Workshop (if requested by program) - Workshop Outline Located in 3.2.5.	\$ _____ <b>(Enter Annual Cost Bid Here)</b>
<b>Total Bid for all Deliverables - Not to Exceed \$50,000</b>	\$ _____ <b>(Enter Total Annual Cost Bid Here)</b>



**ATTACHMENT 2 - VENDOR REPRESENTATIVE AND ALTERNATE**

**Representative Name:** \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**Alternate Representative Name:** \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**ORDERING INFORMATION**

**ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:**

VENDOR \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

MYFLORIDAMARKETPLACE  
FEID# \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ATTACHMENT 3 - REFERENCES**

# 1

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, & Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Product \_\_\_\_\_  
Contact person for contract if different from above \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Date of contract performed for this reference \_\_\_\_\_

# 2

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, & Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Product \_\_\_\_\_  
Contact person for contract if different from above \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Date of contract performed for this reference \_\_\_\_\_

# 3

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, & Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Product \_\_\_\_\_  
Contact person for contract if different from above \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Date of contract performed for this reference \_\_\_\_\_

The Department is requesting two (2) references, but prefers three (3), for like or similar services to those specified in this bid. The Department reserves the right to use references other than those provided by the vendor.

#### ATTACHMENT 4 – DRUG FREE WORKPLACE PROGRAM CRITERIA

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
VENDOR'S SIGNATURE