

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



INVITATION TO NEGOTIATE

FWC 10/11-26

RECREATIONAL LICENSE ISSUANCE SERVICES (RLIS)

RELEASED ON: November 16, 2010

Jeri Bailey, Procurement Manager

620 S. Meridian Street, Room 364C

Tallahassee, FL 32399-1600

Telephone: (850) 488-3427

E-mail: jeri.bailey@MyFWC.com

Bill Hunter, Contract Manager

Telephone: (850) 921-4071

E Mail: bill.hunter@MyFWC.com

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
INVITATION TO NEGOTIATE FWC 10/11-26**

RECREATIONAL LICENSE ISSUANCE SERVICES (RLIS)

**INVITATION TO NEGOTIATE
RESPONDENT ACKNOWLEDGMENT FORM**

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ E-Mail: _____

Federal Employer Identification Number (FEID): _____

I certify that this ITN response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am authorized to sign this acknowledgement for the respondent.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT ITN RESPONSE TO:

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
PHONE: (850) 488-3427**

Contents

1. Definitions.
 2. Purchase Orders.
 3. Product Version.
 4. Price Changes Applicable only to Term Contracts.
 5. Additional Quantities.
 6. Packaging.
 7. Inspection at Contractor's Site.
 8. Safety Standards.
 9. Americans with Disabilities Act.
 10. Literature.
 11. Transportation and Delivery.
 12. Installation.
 13. Risk of Loss.
 14. Transaction Fee.
 15. Invoicing and Payment.
 16. Taxes.
 17. Governmental Restrictions.
 18. Lobbying and Integrity.
 19. Indemnification.
 20. Limitation of Liability.
 21. Suspension of Work.
 22. Termination for Convenience.
 23. Termination for Cause.
 24. Force Majeure, Notice of Delay, and No Damages for Delay.
 25. Changes.
 26. Renewal.
 27. Purchase Order Duration.
 28. Advertising.
 29. Assignment.
 30. Antitrust Assignment
 31. Dispute Resolution.
 32. Employees, Subcontractors, and Agents.
 33. Security and Confidentiality.
 34. Contractor Employees, Subcontractors, and Other Agents.
 35. Insurance Requirements.
 36. Warranty of Authority.
 37. Warranty of Ability to Perform.
 38. Notices.
 39. Leases and Installment Purchases.
 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
 41. Products Available from the Blind or Other Handicapped.
 42. Modification of Terms.
 43. Cooperative Purchasing.
 44. Waiver.
 45. Annual Appropriations.
 46. Execution in Counterparts.
 47. Severability.
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.
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 (2002), 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 procurement 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.

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, FS. 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://dliis.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.

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.

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.

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.

PUR1000 (10/06)
60A-1.002, F.A.C.

State of Florida
PUR 1001
General Instructions to Respondents

Contents

1. DEFINITIONS.
2. GENERAL INSTRUCTIONS.
3. ELECTRONIC SUBMISSION OF RESPONSES.
4. TERMS AND CONDITIONS.
5. QUESTIONS.
6. CONFLICT OF INTEREST.
7. CONVICTED VENDORS.
8. DISCRIMINATORY VENDORS.
9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION.
10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.
11. PERFORMANCE QUALIFICATIONS.
12. PUBLIC OPENING.
13. ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.
14. FIRM RESPONSE.
15. CLARIFICATIONS/REVISIONS.
16. MINOR IRREGULARITIES/RIGHT TO REJECT.
17. CONTRACT FORMATION.
18. CONTRACT OVERLAP.
19. PUBLIC RECORDS.
20. PROTESTS.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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.

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.

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, subcontractor, 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. 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.

PUR 1001 (10/06)
60A-1.002(7), F.A.C

**FWC 10/11-26
GENERAL CONDITIONS**

The Fish and Wildlife Conservation Commission's mission in Florida is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers four major programs including freshwater fisheries, law enforcement, marine fisheries, and wildlife.

The following terms conditions take precedence over PUR1001 and PUR1000 forms above where applicable. For the purposes of this solicitation, the terms vendor, respondent, prospective contractor, contractor and offeror are used interchangeably and mean a person(s) or firm(s) submitting a response to this ITN.

A vendor submitting a response should be registered in the MyFloridaMarketPlace (MFMP) system prior to the ITN opening (see VENDOR REGISTRATION clause). A vendor may not be considered for an award, if not registered in the MFMP system. The vendor's MFMP registration address and federal employer identification (FEID) number should match the vendor's address and FEID number listed on the Invitation To Negotiate Respondent Acknowledgment form (page 2).

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Diversity, are encouraged by the Commission to participate in the ITN process.

PURPOSE OF THIS ITN

The intent of this Invitation to Negotiate (ITN) is to solicit responses from qualified vendors in order to purchase a complete set of services including an automated system to process, store, and manage the issuance of recreational fishing and hunting licenses, permits, and limited entry hunts and account for the funds received and paid during this process. These services shall be negotiated through this ITN and shall meet the minimum requirements set forth in Attachment 1, Scope of Work and the specifications herein. The Commission intends to contract with the responsive and responsible vendor who's response is determined by the Commission to provide the best value to the state. "Best Value", as defined in Section 287.12(4), F.S., means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

CALENDAR OF EVENTS

Listed below are important actions and dates for the actions to be taken or completed.

SCHEDULE	DATE	METHOD
ITN Advertised - Released	November 16, 2010	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for vendor questions to be submitted in writing	November 30, 2010 at 5:00 pm	See "Questions" clause
Answers to questions issued in Addendum	December 10, 2010	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Responses Due and Opened	Must be received PRIOR to: 3:00 pm on January 27, 2011	Submit to: Florida Fish & Wildlife Conservation Commission Attn: Purchasing Office 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Response Evaluation	February 3, 2011 to February 24, 2011	See " Evaluation Criteria" clause
Posting of Short-list	March1, 2011	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Negotiations	March 14, 2011 to	See " Selection and Evaluation of

	March 18, 2011	Responses/Negotiations" clause
Posting of Intent to Award	April 1, 2011	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

TERM

The anticipated term for the resulting contract is five (5) years, however, the final term will be determined upon negotiation.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to five (5) years after the initial Contract period upon the same terms and conditions contained herein.

Exercise of the renewal option is at the Commission’s sole discretion and shall be conditioned, at a minimum, on the Contractor’s satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission.

VENDOR SPECIFICATION INQUIRIES

If the specifications of this ITN could restrict potential Vendor/Contractor competition, the Vendor has 72 hours within which to request to the Commission that the specification(s) be changed. The Purchasing Director must receive the written request within 72 hours after the posting date of the ITN.

Requested changes to the Commission’s specifications shall include the Vendor’s concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s) and explain why any such restrictive Commission specifications are not necessary. A vendor’s failure to request changes by the prescribed date and time shall be considered to constitute the Vendor’s acceptance of the Commission’s specifications.

The Commission shall determine what change(s) to the ITN is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the ITN, which shall be posted to the Vendor Bid Advertisement System, internet site http://vbs.dms.state.fl.us/vbs/main_menu .

It is up to the respondent to ensure that everything is included as required by the Commission’s Purchasing Office. It is not the Commission’s responsibility to mail or fax any forms to a potential Contractor. ITN information may also be requested from The Commission’s Purchasing Section by calling 850-488-3427 or by FAXING a request to 850-921-2500. Please have ITN number and Vendor information available when requesting any information.

CONDITIONS AND SPECIFICATIONS

The respondent is required to examine carefully the conditions and specifications of this ITN and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

ITN OPENING LOCATION

The public opening of this ITN will be conducted on the date/time specified in the Calendar of Events, at the address specified below under “Mailing Instructions”. **RESPONSES RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any response documents or the attendance at any related meeting or

response opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the occurrence.

MAILING INSTRUCTIONS

The Respondent **shall submit an original hard copy and seven (7) electronic copies of their response** in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Room 364, Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600, by the date and time specified in the Calendar of Events. **RESPONSES RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL BE REJECTED.**

THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: ITN NUMBER, DATE AND TIME OF THE RESPONSE OPENING.

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

NOTE: The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a response may be considered. Responses received after the opening date and time may be returned to the vendor. The COMMISSION does not accept faxed or electronically mailed responses, and if a faxed or electronic mailed response is received, it will be automatically rejected as non-responsive.

RESPONDENT ACKNOWLEDGMENT

In order for a potential Vendor/Contractor's response to be valid, the Respondent Acknowledgment form must be completed in its entirety, signed by the Vendor/Contractor and returned, as part of the ITN response or the response will be rejected. By affixing your signature to the Respondent Acknowledgment form, the Vendor/Contractor hereby states that the Vendor/Contractor has read all ITN specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Vendor/Contractor will provide the Commission under these ITN specifications.

REFERENCES

Each prospective Vendor/Contractor shall provide a minimum of three (3) references for similar projects completed from individuals with actual personal knowledge of Vendor/Contractor's performance and abilities for such projects. Current contact names and phone numbers shall be included with the ITN response package.

QUESTIONS

Any questions from vendors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the vendor to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu. Information concerning this ITN will not be available by telephone. Any information received through any oral communication shall not be binding on the Commission and shall not be relied upon by a respondent.

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission

Tallahassee Purchasing Office
Attn: Jeri Bailey, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
jeri.bailey@myfwc.com

LIMITATION ON VENDOR CONTACT 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 seventy-two (72) hour period following the agency posting the notice of agency decision, 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.

MANDATORY RESPONSE SUBMISSION

Interested parties are encouraged to carefully review all the information contained herein and prepare responses accordingly. Failure to organize response as follows and/or failure to return signed forms may result in rejection of the response.

The vendor shall submit an original hard copy and seven (7) copies of their response. All responses must be submitted by "Response Due Date" as stated in the Calendar of Events and submitted to the Commission in a sealed envelope marked "ITN No. FWC 10/11-26" and response submission shall be organized as follows:

The instructions for this solicitation have been organized to help insure that all responses are reviewed and evaluated in a consistent manner. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED AND SHALL RESULT IN THE RESPONSE BEING DEEMED NON-RESPONSIVE AND THEREFORE, REJECTED.**

Response submission should be organized as follows:

Tab A. MANDATORY Completed and Signed Respondent Acknowledgement Form (page 2 of this ITN), and a Transmittal letter.

Transmittal letter shall include:

Name, title, telephone number and email address of the official contact and an alternate, if available. These individuals must have the authority to bind the prospective contractor and be available to answer questions, provide clarifications, and attend meetings as may be appropriate regarding this ITN.

Tab. B. MANDATORY Management Summary and Services Overview:

Provide a brief summary of seven (7) pages or less of your offer. The summary shall contain a brief statement of the main features of the offer and include an overview of the entire set of services being proposed. Include additional information you may wish to add that will allow the evaluation committee to fully understand the content of the offer, within the page limit requirement. Regard this summary as narrative text and adhere to formatting described in this section.

Tab C. MANDATORY Contractor's Qualification Form - Vendors shall complete and submit the Contractor's Qualification Form, Attachment 3, enclosed herein.

Tab D. MANDATORY Contractor's Organization:

1. Provide the full name and address of the organization and, if applicable, the branch or other subordinate units or divisions that will perform or assist in performing the work.
2. Provide pertinent information regarding the company's history, its growth and general evolution over time, and its current mission.
3. Provide detailed information documenting the Offeror's and any sub-contractor's organization and size, including an organizational chart. Include individuals and business units performing the proposed work, associations with any parent company, peer organizations within the company, and sub-contractors/consultants. Sub-contractor and partner relationships must be clearly indicated and a brief, concise description of the relationship between parties must be provided.

Tab E. MANDATORY Experience:

1. Provide a narrative of experience relevant to performing the services required by this ITN. Include descriptions of typical projects, the largest projects, and the number of projects. Specify the number of years the firm has spent performing work similar or closely related to the work described in this ITN. For all Offerors and sub-contractors, list all fish and wildlife licensing projects. Include the project description, company or client, company contact, and contact telephone number. Any projects that are not wildlife licensing systems, explain how the listed projects are similar to wildlife licensing as described in this ITN.
2. Provide a comprehensive list of clients.

Tab F. MANDATORY References Form- Vendors shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with response. The Commission reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination. The Commission reserves the right to ask for additional references and to contact reference sources not listed in the response. Any negative reference(s) response may be cause for vendor disqualification.

Tab G. MANDATORY Vendor's Project Plan which should at a minimum include the following:

1. Demonstration of Project Understanding
2. Project Approach
3. Flexible Design
4. Project Implementation
 - i. Project Management
 - ii. Design Document
 - iii. System Hardware and Software
 - iv. Telecommunications
 - v. POS Terminals
 1. POS Agent
 2. Web POS Agent
 - vi. Call Center
 - vii. Data Conversion

- viii. Testing
 - ix. Training
 - x. Pilots
 - xi. Timeline
5. Production Services
 - i. Management and Problem Escalation and Resolution
 - ii. Data Management, Operational, Performance and Accounting Reporting
 - iii. ACH/EFT Operations
 - iv. Agent Support
 - v. Customer Support
 - vi. Change Management
 6. Optional Services offered and the costs of those optional services
 7. Any information about the vendor that should be considered by the Commission

Tab H. Financial Documentation

The Respondent shall provide financial documentation that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN. Three of the following five minimum acceptable standards shall be met, one of which must be either item d, or item e, below. Unless otherwise stated, the Respondent shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the response under this ITN that will be performing as “the Contractor” and insert it under **Tab H**.

- a) Current ratio: $\geq 1.0:1$ or (1.0)
 Computation: Total current assets \div total current liabilities
- b) Debt to tangible net worth: $\leq 5:1$
 Computation: Total liabilities \div (net worth minus intangible assets)
- c) Dunn & Bradstreet credit worthiness (credit score): ≤ 3 (on a scale of 1-5)
- d) Minimum existing sales or revenue:
 $\geq \$2.0$ million
- e) Total equity: $\geq 10\%$ of minimum sales or revenue determined in d above

NOTE: The Commission acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Commission also acknowledges that a Respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Commission in determining whether the Respondent has the financial capability of performing the contract to be issued pursuant to this ITN. The Respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the Respondent itself. All documentation provided will be reviewed by an independent CPA and should,

therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

To determine the above ratios, the most recent available and applicable financial documentation for the Respondent **shall be** provided. This documentation **shall include**:

The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:

- a. auditors' reports for financial statements;
- b. balance sheet;
- c. statement of income or activities;
- d. statement of retained earnings (except for non-profit organizations);
- e. statement of cash flows;
- f. notes to financial statements;
- g. any written management letter issued by the auditor to the Respondent's management, its board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses or significant deficiencies in internal control; and
- h. a copy of the Dun & Bradstreet creditworthiness report dated on or after January 13, 2009.

If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this ITN, then the most recent unaudited financial statement (consisting of items b, c, d and e above) shall also be provided by the Respondent in addition to the audited statement required above. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, to arrive at the given ratios, revenues, and equity requirements.

If the Respondent is a sole proprietor or non-corporate entity, the Respondent shall provide financial documentation that is sufficient for an independent CPA to determine the financial ratios, revenues, and equity including applicable financial statements, income tax returns and other documents.

Failure to provide any of the aforementioned financial information may result in response disqualification.

Tab I. MANDATORY Cost Sheet

Tab J. MANDATORY Completed and Signed Addendum Acknowledgement Forms (if applicable)

RESPONSE REVIEW CRITERIA

The Commission reserves the right to reject any and all responses which fail to meet any of the mandatory requirements or contractual requirements stated in this ITN. Therefore, responses should be submitted initially in the most favorable manner.

The Commission also reserves the right to waive minor irregularities in responses, providing such action is in the best interest of the State. Minor irregularities are defined as those that

have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Vendor an advantage or benefit not enjoyed by other Vendors. The Commission also reserves the right to reject all responses.

A non-responsive response shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.**

SELECTION AND EVALUATION OF RESPONSES

A committee composed of seven (7) representatives of the Commission shall independently evaluate and score each of the responses received. The Committee will be composed of persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program area for which the commodities and/or contractual services are sought. The Committee will be involved in the evaluations, oral presentations, negotiations, and the recommendation for award.

The Committee shall individually score each response in accordance with the evaluation criteria listed below. The Committee's total average score will determine the ranking of the respondents, which will result in a "short-list" of up to the three (3) highest scoring vendors. The Commission reserves the right to reject any or all responses at any time during the evaluation process.

EVALUATION CRITERIA

A. General

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive response shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.**
3. The Commission may waive minor informalities or irregularities in the responses received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

B. Scoring

The following information will be used for evaluation criteria by the Committee based on the categories outlined below:

Up to 100 points shall be awarded based on the categories outlined below.

1. **Contractor's Qualifications, Organization and Experience** – Total 30 Point Value

The organization will be evaluated based on:

- a. the Contractor's business profile
- b. history
- c. financial outlook
- d. organizational structure

- e. staff
- f. business relationships, and
- g. prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Respondent.

2. Project Plan – Total 40 Point Value

- a. Demonstration of Project Understanding
- b. Project Approach
- c. Flexible Design
- d. Project Implementation
 - i. Project Management
 - ii. Design Document
 - iii. System Hardware and Software
 - iv. Telecommunications
 - v. POS Terminals
 - 1. POS Agent
 - 2. Web POS Agent
 - vi. Call Center
 - vii. Data Conversion
 - viii. Testing
 - ix. Training
 - x. Pilots
 - xi. Timeline
- e. Production Services
 - i. Management and Problem Escalation and Resolution
 - ii. Data Management, Operational, Performance and Accounting Reporting
 - iii. ACH/EFT Operations
 - iv. Agent Support
 - v. Customer Support
 - vi. Change Management
- f. Optional Services offered and the costs of those optional services

3. Price - Total 30 Point Value

The price proposal for RLIS has several components that will be judged separately. Attachment 2, the Cost Sheet Form lists these in detail. The price score is calculated as: Lowest Compensation base proposed (L) divided by the proposed compensation base being considered (PC) multiplied by the maximum point score available in this category.

The Cost Sheet will be evaluated as follows:

- a. The proposed per privilege fee that includes the required components, as indicated in Attachment 2, will be the primary cost consideration for the FWC. At the time of evaluation, the FWC will choose the category of equipment level that will be used for evaluation based on the FWC's best estimates for start-up needs.
- b. Prices for Internet, Telephone and Modification/Change Orders will be considered separately and will be evaluated for their cost/benefit value.
- c. Proposed costs for other components that the FWC may or may not want the Offeror to provide with the new system will be considered and evaluated for their cost/benefit value.

C. Review of Financial Documentation (Tab H)

The Proposer's Financial Documentation provided under Tab H in their response will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a respondent must meet three of the five minimum acceptable standards outlined in Tab H, Financial Documentation; one of the three standards must be either item d. or item e.

Short List/Negotiations

The "short-list" of up to three (3) highest scoring vendors will be posted as an Agency Decision on the Vendor Bid System on the date and time specified in the Calendar of Events.

The Commission will enter into negotiations with the vendors listed on the "short-list". The vendors selected for the short list will each be scheduled to meet with the Committee to provide an oral/technical presentation of their firm's capabilities and approach to the project. Short listed vendors will be notified of a time and date for the presentation. The presentations will be used to present the vendor's approach and improve understanding about the Commission's needs and expectations with questions and answers at the end of the vendor's presentation. Short listed vendors should be prepared to discuss their response, presentation and pricing and discuss any issues or problems. Due to the urgent need for timely service implementation and delivery, all negotiations will be conducted during a one week or less time period. Vendors shall plan travel accordingly. The Commission will begin negotiations as determined necessary by the Commission. The Commission reserves the right to conduct negotiations sequentially or concurrently. If the Commission is unable to reach agreement with a vendor on any scope of work issue or contractual issue, the Commission may eliminate that vendor from further consideration. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Commission

Best and Final Offers (BAFO)

After negotiations, the Commission will request Best and Final Offers (BAFO) for final consideration prior to final award decision. After receipt of BAFO's, the Committee will prepare a summary report of negotiation and recommend an award.

ECONOMY OF PRESENTATION

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this ITN. Elaborate binding, colored displays, and promotional materials are not required. Emphasis in each response must be on completeness and clarity of content. In order to expedite the evaluation of responses, it is essential that Vendors follow the format and instructions contained herein.

POSTING OF RESPONSE TABULATION

Response Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System's internet site http://vbs.dms.state.fl.us/vbs/main_menu on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Office, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any vendor questions during the ITN period an addendum shall be posted on the Vendor Bid System internet site. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized vendor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each vendor is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement. The Commission bears no responsibility for any delays, or resulting impacts, associated with a vendor's failure to obtain the information made available through the Vendor Bid System. The Vendor Bid System can be reached at the following internet address: http://vbs.dms.state.fl.us/vbs/main_menu

FAMILIARITY WITH LAWS AND POLICIES

The Vendor is required to be familiar with all Federal, State and Local laws, ordinances, rules, regulations and Commission policies that in any manner affect the work. The vendor shall comply with all laws and rules applicable to the vendor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

ELIGIBILITY

The Vendor shall be licensed as necessary to perform under the contract that may result from this ITN as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of the contract that may result from this ITN, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of the Contract:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans, reports etc.

PERFORMANCE AND MONITORING

1. General Provisions for Items Not Covered in Exhibit 1:

The vendor shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this Contract. The Commission's Contract Manager and/or his designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the Commission

determines that the Contractor failed to meet any of the Terms and Conditions of this Contract, the Contractor will be sent a formal written contract notice. Within ten (10) days of receipt of notice the Contractor shall provide with Commission with a formal written Corrective Action Plan in response to all noted deficiencies. The Contractor shall correct all identified deficiencies within forty-five (45) days of notice. The Commission may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this Contract or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this Contract in accordance with the Termination section.

2. All Other Items as Provided in Exhibit 1.

LIQUIDATED DAMAGES

The parties acknowledge and agree that if the services provided pursuant to this ITN are not performed in accordance with the terms, damages may result to FWC and the amounts of some of these damages would be impractical or difficult to determine. FWC has identified a number of material terms for assignment of liquidated damages as set forth in Exhibit 1, Performance Measures, This provision shall not apply when the Vendor's failure to meet a performance measure is due to the fault of FWC.

- a. In the event that the Vendor fails to meet one or more performance measures in a single occurrence, FWC reserves the right to assess liquidated damages for each performance measure not met totally at its discretion. The amounts set forth in Exhibit 1 shall be the measure of such failure to meet performance requirements due to the difficulty in accurately determining the loss from such failure to FWC. Exhibit 1 amounts represent and measure damages that FWC will suffer by reason of such inadequate performance, and are not a penalty. These damages are cumulative, in addition to any and all other remedies the FWC may have under any Contract resulting from this ITN and in law. When FWC is owed liquidated damages as a result of the Vendor's failure to meet a performance measure, the FWC reserves the right to assess additional liquidated damages should the Vendor fail to timely remedy the performance failure and to set off such damages from the Vendor's interest in the retainage or payments due the Vendor.
- b. The failure of the FWC to impose liquidated damages in any instance in which they could be imposed will not operate as a waiver by FWC of its right to do so in the future.
- c. Notwithstanding anything to the contrary herein, the Vendor shall not be liable for any delays or liquidated damages or any other damages to the extent such delays or damages are caused by or the result of (1) any action or inaction of FWC, e.g., changes, or failure to makes changes to information input by the FWC, which is due to the failure of the FWC to comply with an agreed upon schedule or any action of the Vendor done at the request or direction of FWC which is in addition to actions necessary to comply with the terms under any Contract resulting from this ITN or an agreed upon schedule or work plan or (2) any delays by FWC in providing information to the Vendor reasonably necessary for the Vendor to perform its obligations under any Contract resulting from this ITN, including implementation deadlines.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such response, have complied with the applicable provisions of Chapter 620,

Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

PERFORMANCE BOND

A Performance Bond shall be required from the Vendor by the Commission for this project. **Prior to commencing any work, and after issuance of a contract, the Contractor shall furnish a Performance Bond in the amount of \$1,000,000.00 to ensure full and complete performance of the contract to the Commission's Tallahassee Purchasing Office, Attn: Jeri Bailey.** The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the purchase order or contract number assigned to the project by the Commission, and a general description of the project.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, or an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

SUBCONTRACTS

The Contractor is fully responsible for all work performed under the Contract resulting from this ITN. The Contractor may, upon receiving prior written consent from the Project Manager, enter into written subcontract(s) for performance of certain functions under the Contract resulting from this ITN. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract resulting from this ITN, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission, in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

INSURANCE REQUIREMENTS

1. Workers' Compensation

To the extent required by law, the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not

protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2. Vendor's Public Liability and Property Damage Insurance

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$300,000 each incident
2. Property Damage Liability (other than automobile) - \$100,000 each incident
3. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the vessel while in the Contractor's possession and to hold such insurance at all times during the existence of the Contract resulting from this ITN

The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under the contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

CERTIFICATE OF INSURANCE

The Contractor agrees to supply proof of insurance to the Commission's Tallahassee Purchasing Office within fifteen (15) calendar days after execution of the contract, in the form of a certified true copy, with the types and coverage outlined herein by the Commission. All certificates of insurance or insurance policies shall be with insurers qualified and licensed to do business in Florida through an authorized Florida Resident Agent.

TERMINATION FOR DEFAULT

The contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of

work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby.

In such an event, the Contractor will be found in default and removed from the Commission's approved vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida's approved vendor list.

TERMINATION FOR CONVENIENCE

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services. If the contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the contract price for that portion of work actually performed and accepted.

Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

RELATIONSHIP OF THE PARTIES

The parties agree that there is no conflict of interest or any other prohibited relationship between the Vendor/Contractor and the Commission.

PROHIBITION OF UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Vendor/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner 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, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract may be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), F.S. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North
St. Petersburg, Florida 33716
Phone (727) 572-1987

COMMITMENT OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

CERTIFICATE OF PARTIAL PAYMENT

The Vendor will be required to complete a Certificate of Partial Payment form to receive partial payments if such provision is included in the contract or purchaser order. This form must be submitted to the Project Manager with each invoice requesting partial payment. The Project Manager shall supply copies of these forms to the Vendor upon request. A minimum of ten percent (10%) of the total project cost shall be held back for final payment. Final payment will only be made once the Commission Project Manager has agreed to project completeness.

INVOICING

The Vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services as expressed in writing by the Contract Manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order/contract number and the vendor's Federal Employer Identification Number or Social Security Number. FAILURE TO SUPPLY INVOICE WHICH PROPERLY CORRESPONDS TO THE PURCHASE ORDER/Written AGREEMENT, MAY DELAY THE VENDOR PAYMENT PROCESS.

PAYMENT OF FUNDS

The Commission shall pay the Vendor for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission Contract Number and the Vendor's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

Electronic Funds Transfer (EFT)

The State of Florida can deposit vendor payments directly into your bank account. Vendors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm. **Note:** Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

Automated Clearing House (ACH)

To make transaction fee payments, vendors can register for debit ACH at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors and download the ACH form. Complete the ACH form

and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to 14 days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless ITN specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

VENDOR REGISTRATION

Each vendor desiring to do business with the State through the on-line procurement system is pre-qualified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to <https://vendor.myfloridamarketplace.com> and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

VENDOR TRANSACTION FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16)(a) F.S., other State of Florida agencies may purchase from the resulting contract of this Invitation to Negotiate, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor agrees to other entities to utilize this Invitation to Negotiate contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

The Commission reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

SEVERABILITY AND CHOICE OF VENUE

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

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://dms.myflorida.com/dms/purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

INDEMNITY

The Contractor shall save, hold harmless and indemnify the State of Florida and the Commission against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the acts or omissions of the Contractor, his sub-Contractor, or any of the employees, agents or representatives of the Contractor or sub-Contractor.

SCOPE OF WORK
FWC 10/11-26

DEFINITIONS

Contractor or Vendor - The entity that receives a contract to provide services as a result of this ITN.

Agency - Florida Fish and Wildlife Conservation Commission

Agent or Sub-Agent – A retailer, Tax Collector or the Vendor for internet or telephone sales when acting in their capacity of issuing licenses for the Commission

Commission - Florida Fish and Wildlife Conservation Commission

FWC - Florida Fish and Wildlife Conservation Commission

OLP – The Florida Fish and Wildlife Conservation Commission's Office of Licensing and Permitting

State - The State of Florida

24 x 7 - Operates continuously – twenty-four hours per day, seven days per week, every day of the year, except that regular maintenance may be performed at times that do not impact effective use.

Business Hours –The hours between 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday.

Harvest Survey or HIP Survey - A question or series of questions regarding hunting or fishing activities that a license purchaser must answer before a license can be issued. These surveys are not billable to the purchaser or the state.

License - Any license, permit, or tag issued to grant the privilege of a recreational activity, including hunting, fishing, camping, and charter fishing operations.

License Stock - The material upon which licenses are printed.

Limited Entry or Limited Entry Hunt – Refers to recreational activities where the number of licenses or permits to engage in such activity is limited, some of the major types in Florida are: Quota, Special Opportunity, Recreational Use, Camping and Alligator.

Self Print – The printing of a license by a customer directly from the internet to the customers printer on regular paper stock

Retailer - A business that has contracted with FWC to issue licenses.

Tax Collector – A Florida County Tax Collector's office location that issues licenses.

Per-privilege - For each license that is acquired during a single transaction that is issued successfully.

POS - 'Point of Sale', a term used to denote that a good or service is issued electronically but paid for and delivered to the customer at the place of purchase.

POS Terminal - All of the devices that enable a retailer or Tax Collector to issue licenses on the system.

POS Agent – Currently uses a vendor analog telephone dialup POS terminal to complete the issuance and prints licenses and/or permits using a separate vendor supplied printer.

Web POS Agent – An Agent that uses an Internet-based agent interface to complete the issuance, currently on an Agent provided PC and a separate vendor supplied printer prints licenses and/or permits. Currently requires a high-speed internet connection and computer.

Real-time - Connected to and working directly with up-to-date databases with no significant delays in passing data either to or from the host.

Privilege Period - The period for which a license is valid. For most licenses this is 365 days.

Fiscal Year or FY - The twelve months starting July 1st and ending June 30th of the subsequent calendar year.

Recreational License Issuance Services or RLIS - A complete set of services including an automated system to process, store, and manage the issuance of recreational fishing and hunting licenses, permits, and limited entry hunts and account for the funds received and paid during this process. The system shall include but not be limited to, counter-based agent issuance, internet issuance, and telephone issuance.

Response Time - The elapsed time which begins when a user request is received by the system and ends when the system delivers information to the user.

Training Mode - A way that the electronic POS system can be operated to demonstrate or simulate the issuance of licenses, including the printing of sample licenses that are clearly marked as void and invalid, but without recording the license(s) or updating the database in any way.

Transaction - the process which begins when a user first connects to the system, includes all necessary validation and collection of payment and ends with the electronic delivery of the requested license(s), permit(s), tags, receipt for an application, or registration to the initiating user. A user connection that is ended by the user before collection of payment, end of the issuance process or by the system due to user inactivity is not a Transaction. Voiding Transactions, Training Mode activity, administrative activity and Donations only transactions shall not be recorded as Transactions.

Voiding Transaction – When an Agent or FWC cancels a previously issued transaction, privilege or application according to the business rules of the Commission.

Web-based - Using the World Wide Web, the Internet, and internet-based technologies, state-of-the-art and fully accessible by using standard web-browsers.

INTRODUCTION

The Florida Fish and Wildlife Conservation Commission (FWC) issues recreational fishing and hunting licenses and permits to the residents of and visitors to Florida. The services necessary to issue recreational fishing and hunting licenses and permits is currently provided by an outsourced vendor through a contract issued in 2003 that was the result of a competitive Invitation to Negotiate (ITN) process which commenced in 2002. The current contract for services is in its third of five optional one-year renewal terms with two possible one year renewals remaining. The renewals could be for: (1) 10/01/2011 – 09/30/2012; and (2) 10/01/2012 – 09/30/2013.

The services provided through the currently contracted vendor to issue recreational fishing and hunting licenses and permits are commonly referred to as the Total Licensing System (TLS). FWC has determined that the TLS no longer meets the needs of the Commission or its customers and cannot meet the Commission's anticipated needs for the future. Therefore, the Commission is entering into this ITN process for a replacement contract to provide all the necessary services for issuing recreational fishing and hunting licenses and permits according to the evolving needs of the Commission and its customers.

VISION

This vision of how services could be provided is not a requirement statement of this ITN, but a general statement of what could be delivered to meet our needs for services to issue recreational fishing and hunting licenses and permits based on our understanding of what is available in the current market place. Our hope is that responses to this ITN will expand beyond this vision.

Flexibility, ease of use, reliability, and accuracy are the underpinning of this vision:

- Where the creation, modification, starting and ending of a license, permit, and limited entry hunt permit, within the current set of business rules for licenses, permits, or limited entry hunts, can be completely implemented by FWC without any intervention by the vendor
- Where retailers are provided small foot print internet capable devices that work well through either a high speed internet or telephone dial up connection, with a size of screen and interface that makes it simple for them to use
- Where high demand first-come, first-served (FCFS) limited entry hunts are quickly and correctly executed no matter the level of demand
- Where dropdowns or lists of available limited entry hunts are dynamically updated for the customer as they open or close
- Where all payment transactions are accurately and securely processed in a timely manner
- Where mobile device users can easily use the issuance services
- Where all accounting records are correctly recorded and maintained and are available to agents and FWC as needed
- Where limited entry hunt permits or applications display in advance (date and subsequent details to be determined and setup by FWC) and when clicked by customer, take them to an info screen about the application/permit that would contain the following information: brief description of permit/application, date and time

permit/application will be available, countdown (days, hours, minutes, seconds) to availability, price, instructions, "buy now" button (grayed out until countdown gets to zero), etc.

- Where large data queries and complex multi year statistical analysis can be done by FWC staff easily and efficiently without vendor intervention or impacting the licensing sales function.
- *Were the system is flexible enough to accommodate automated wildlife harvest reporting through Interactive Voice Response (IVR) programming, at the option of the Commission.*

BACKGROUND

The Florida Fish and Wildlife Conservation Commission (FWC) meets its charge to manage, protect and conserve Florida's fish and wildlife resources primarily by recommending the adoption of rules and regulations to the Fish and Wildlife Conservation Commission. While considering the needs of fish and wildlife, the Commission balances recreational, agricultural and development needs with the desires of diverse local, regional, state and national constituencies. Through the licensing of hunting and fishing activities, the FWC has a tool to fund the management of fish and wildlife populations and provide quality recreational experiences, while tracking usage and communicating with primary user groups. The FWC needs a licensing system that facilitates responsive fish and wildlife management, provides marketing opportunities, improves the license management process, and enhances customer relations and the purchasing experience.

The Office of Licensing and Permitting (OLP) is an office within the Florida Fish and Wildlife Conservation Commission (FWC). The FWC relies on approximately 700 private retailers (agents) statewide, to help sell licenses and permits to the public. In addition, licenses are sold by the 67 County Tax Collectors (who have more than 200 offices statewide) and by an internet and phone sales vendor. The network of licensed agents provides a larger presence for license services than the FWC could afford to establish and maintain on its own.

Licenses and Permits

FWC's current method of issuing hunting and fishing licenses is the Total Licensing System (TLS). Approximately 2.3 million hunting and fishing licenses and permits were processed through the TLS in FY2008-2009, including 167,000 limited entry permits.

Licenses

Licenses allow the license holder to engage in specific recreational activities for a given period of time. Licenses can be purchased through any of the TLS's sales channels at any time. The sale of these licenses is not limited by a quota. Licenses are available for hunting, freshwater fishing, saltwater fishing or a combination of these activities.

There are also licenses available to select individuals based on defined qualifications. Individuals must present proof of their right to hold the license to FWC or a Tax Collector, depending on the license type. Examples include Nuisance Alligator Trapper License, Disabled Resident Hunting and Fishing Certificate, Charter Boat and Captain License or Military Gold Sportsman's License.

Permits

In general, Permits are privileges added to an existing license that cannot be purchased or used without the prerequisite license. An example is a Deer permit added to a Hunting license. Some licenses include certain permits. For instance, a Gold Sportsman's License includes the rights granted by the Hunting, Freshwater Fishing, Saltwater Fishing Licenses as well as the Wildlife Management Area, Archery, Muzzleloading Gun, Crossbow, Snook, Lobster, Turkey, Deer and Florida Waterfowl permits.

Standard permits can be obtained via the same sales channels as licenses. However, Limited Entry Hunt Permits are a distinct subset of permits which are further described in the section below.

Limited Entry Permits

Limited Entry and Quota hunt permits (limited entry hunt) are defined in Florida Statute or Rule. These allow a fixed number of customers to purchase special hunting or fishing privileges related to a specific animal (e.g. alligator or wild hog), weapon (archery, muzzleloading), vehicle (track vehicle, airboat) or property (e.g. wildlife management area). In general, limited entry permits are issued by Hunt Unit, which is a specific time and location combination. Limited entry hunts are grouped into Hunt Types which are sets of similar permits combined for the random drawing process. Most, but not all, limited entry permits are free to the customer.

Special Opportunity Hunts

Special Opportunity Hunts are a type of limited entry hunt. The random drawing applications for these hunts require the customer to pay an application fee, and customers may submit multiple applications. These permits also have an associated cost. The random drawing process actually awards the successful customers the right to purchase the permit rather than directly posting the permit to the customer record. Once customers pay for their permit, the Vendor mails them their permit (if they pay via Internet or phone) or the Agent prints their permit onsite (if they pay at an agent location).

Limited Entry Hunt Award Process

Limited entry hunts are defined in statute or rule as awarded through Random Drawing or First Come, First Served (FCFS). The majority of hunts today are issued by random drawing, partly because of historical technical problems with the FCFS hunts. Multiple award phases exist, and for Random Drawing awards it is common to see two random drawings followed by a FCFS for any remaining licenses.

Random Drawing

For random drawings, customers submit application(s) specifying which hunt units they desire. When the random drawing is processed, customers are awarded permits based on their hunt unit choice rankings and the available permit quota for those units. Once a random drawing is processed, no cost limited entry permits are posted to the successful customers' customer records and the actual permit is either mailed, picked up at an agent or self printed by the customer.

First Come, First Serve

FCFS hunts or phases open on a specific date and time. Customers purchase licenses consecutively until they are gone. Historically, the TLS has not been able to handle the

technical strain of the FCFS hunts, causing systems errors, delays in process and some customers failing to obtain the desired licenses.

Preference Points

Preference points are taken into consideration during the random drawing award process. Preference points are only applicable for certain Phase I random drawings and are not applicable for all limited entry hunt permit types. Customers that apply during Phase I but are not awarded a permit earn one preference point used to increase their chances of being awarded that specific limited entry hunt type permit in the following season.

Preference points can accumulate across multiple seasons provided the customer applies and fails to receive a permit during Phase I each season. Customers lose their preference points when either 1.) they are successful in obtaining a permit in Phase I or 2.) they do not apply for a permit during Phase I for two consecutive years.

In addition, customers who win a permit in Phase I can opt to either not purchase the permit (for cost permits) or return their permit to FWC prior to a specified date (for no-cost permits) in order to have the permit removed from their customer record. Once the permit is removed from their customer record, FWC will reinstate the customer's preference points and add one additional point for not obtaining (and keeping) a permit during Phase I for that season.

For a better understanding of the limited entry process see the most current set of worksheets that explain the process and business rules applied to each limited entry permit in Appendix E.

TOTAL LICENSING SYSTEM

The Total Licensing System (TLS) has been used to sell FWC's recreational hunting and fishing licenses and permits since October 1, 2003. The contract with the current vendor, Active Outdoors, is a complete recreational licensing fulfillment services contract including 24/7 phone, Internet and retail agent sales; point of sale devices and printers; supporting computer systems, equipment and networks; accounting and banking.

The Total Licensing System is the vendor-provided infrastructure to support license sales. It includes an application for purchasing licenses and the necessary business services to support that process:

- The application, including license purchase interfaces and administrative functions;
- Fulfillment, where a purchased license is printed and mailed to the customer;
- Agent support, where retail or government agents are supplied the equipment, supplies and training to sell licenses to the public;
- Reporting and accounting, where reports provided to FWC enable management of licenses and collection of sales revenue from agents, and
- Call center support, where customers and agents receive support for the website or can purchase licenses by phone. The call center does not provide technical information on the licenses themselves and refers those inquiries to FWC.

APPLICATION

The Application has two functions: license sales and administration.

License sales has four user groups, each with its own interface:

- 1.) General Public – Customers complete transactions by themselves via a self-service public Internet website. Licenses and/or permits are mailed to the customer by the Vendor. Some limited entry permits are self printed by the customer.

- 2.) Telephone Sales Call Center – Customers call the Vendor’s phone sales center, where a call agent completes the transaction on behalf of a customer. Licenses and/or permits are mailed to the customer by the Vendor.
- 3.) County Tax Collectors’ Offices – Customers visit a Tax Collectors’ Office (219 locations) and a clerk completes the transaction using an Internet-based point of sale (POS) agent interface. Licenses and/or permits are printed at the Tax Collector office using the printer, ink and papers (license stock and receipt paper) provided by the Vendor.
- 4.) Retailers – Customers visit a retail sales location where a clerk completes the transaction. Agents are categorized based on their type of equipment:
 - POS Agent – Uses an analog telephone dialup POS device to complete the sale and prints licenses and/or permits using a separate printer. Both the POS device and printer (and associated supplies) are provided by the Vendor. There are over 450 POS Agent locations.
 - Web POS Agent - Similar to Tax Collectors’ Offices, in that an Internet-based POS agent interface is used to complete the sale on an Agent provided PC and a separate printer prints licenses and/or permits. Requires a high-speed internet connection and computer. Currently, the 203 Wal-Mart retailers are the only non-Tax Collector Web POS Agents.

Administration provides FWC with the tools to manage the agents’ system use; set-up and edit the business rules for licenses, permits and hunts; access and edit customer records – including monitoring who is legally eligible to purchase a license, and support other administrative functions.

Issues with TLS can be submitted by FWC to the Vendor via an issue tracking system, JIRA. JIRA allows FWC to submit change requests as well as view the status of their requests as they are being resolved.

BUSINESS SERVICES

Fulfillment

When a license is purchased by phone or the Self-Service website, the license must be "fulfilled", e.g. printed and mailed to the buyer. The Vendor, as the phone and Internet sales agent, is responsible for fulfilling these orders. For some no-cost limited entry permits, the Vendor bulk ships the printed documents to FWC for distribution for customers. The current TLS Vendor does not receive their fees for processing these permits, so the cost of shipping these licenses and permits is absorbed by FWC. In addition, the Vendor ships specific limited entry permits that require additional items or inserts to FWC for distribution. E.g. Alligator permits must be paired with alligator tags and a detailed instruction sheet unique to the permit’s hunt unit.

FWC is responsible for printing and shipping the hard-card style licenses for all Lifetime licenses and for 5-year licenses upon customer request (for an additional fee).

Agent Support

Agent setup involves an agent contacting FWC and applying to become an agent. FWC follows up with the Agent, and the Agent is reviewed and approved or denied as either a Web POS or a POS Agent. If approved, the Agent signs an agreement with FWC. The

Agent is required to obtain a bond which is then held by FWC. FWC sets up the Agent in TLS, including the Agent's financial and bond information.

Once a new agent is set up in the TLS by FWC, the Vendor sets up the new agent with necessary equipment (e.g., web portal, POS device, keyboard, printer, equipment rack, phone line splitter and cables), provides initial training and on-going technical support, and fulfills supply orders (license paper, receipt paper and printer ribbon).

Reporting and Accounting

Under the current system, FWC has access to reporting capabilities via three channels: batch reports, administrative support screens and a replicated reporting database. The majority of FWC's reporting needs are met using the replicated reporting database as the batch reports and standard sales reports available in the administrative support screens are not customized to FWC's current process.

An important aspect of reporting is the agent "sweep account" reports. Per-license and per-transaction financial data is stored in the Vendor's system, along with the account allocations associated with each license that determines how the license revenue is to be distributed. On a weekly basis the current vendor creates a standard NACHA file and sends to the State's contracted financial institution, Bank of America. The ACH file contains the agent's bank account data required to debit their account for the total license sales amounts covering the accounting period (which runs Tuesday – Monday) less the Agent fees. Any funds collected by the Vendor for Internet and phone sales less the Vendor's Agent fees (including convenience fee) will also be included in the file. The vendor is required to use the Bank of America format and will submit a test file to Bank of America to ensure compatibility.

Call Center

In order to provide the phone based phone sales, agent support and customer support services, the Vendor is responsible for managing a call center. This responsibility includes providing access to agent and customer records, training call center representatives and monitoring calls.

Telephone Sales

The phone sales service allows customers to purchase licenses and permits through a toll free phone call from anywhere in the United States or Canada, be given a temporary authorization number, and be sent a permanent license through the mail (as applicable).

Customer Support

The Vendor is responsible for responding to customer phone calls and emails related to the Self-Service Internet interface, payments and fulfillments. As a part of the customer support function, the Vendor also keeps track of returned, undeliverable licenses and permits, provides license reprints (for a fee) and sends renewal notification emails to customers who provide an email address at the time of purchase.

Agent Support

The Vendor is responsible for responding to customer phone calls for support and maintenance of POS terminal equipment, ordering supplies, and training on how to use the POS equipment.

FEES AND REVENUE

The total cost of a license includes several components: the price of the license, Vendor fee, FWC fee, Agent fee and County surcharge. The system must provide for tracking this data by customer, license, agent, transaction and State fund and accounting codes.

License Price

Licenses and permits can be established by the FWC Commissioners or statute, and the prices of all licenses and permits are set by the Florida Legislature. For this reason, many of the limited entry permits are available to the customers at no cost. Licenses and permits can have different fees based on customer residency status, age, Lifetime license purchase date, military status, and exemption status.

Vendor Fee

The current TLS Vendor charges a per-privilege fee for all licenses, permits and applications that have an associated cost to the customer and for free limited entry permits.

Agent Fee

Agents charge a per-license or permit fee for all licenses and permits that have an associated cost to the customer. The Florida Resident Saltwater Shoreline Fishing License has recently become a no-cost license for customers. However, agents still receive their Agent fee for processing these licenses, so TLS assesses a credit to the agents' account in TLS.

In addition, the contracted Vendor serves as the Agent for phone and Internet sales. Under the current contract, customers are assessed a flat per transaction convenience fee plus a percentage of their total in order to obtain licenses and permits via the self-service Internet portal or toll-free license phone sales number.

County Surcharge

Certain counties assess a per license fee for specific licenses purchased at agent locations within their county. This fee varies by county and by license type (hunting, fishing).

Fund Distribution

The funds collected by the State are allocated based on accounting codes established at the license/permit level within TLS. This allocation includes payments to the U.S. Fish and Wildlife Services (for Duck Stamps, hunt permits), Water Management Districts (hunt permits), Counties (for boat ramps) and the Vendor (for Vendor fees) in addition to the split by State fund and object code.

PROPOSED CHANGES TO THE TLS

Limited Entry Hunt Permit Award Process (In Progress)

A primary challenge with the current TLS is the limited entry hunt process. First come, first serve (FCFS) limited entry hunt permit sales cause a dramatic spike in the volume of customers trying to access the system in a short window of time. This spike exposes any weaknesses in the software, system settings, network or computer equipment. Problems that occur during these FCFS sales phases can result in inequitable distribution of permits, which leads to customer dissatisfaction.

For this reason, FWC has migrated all but one of their limited entry hunt permits to be offered via a random drawing process first prior to offering the remaining permits during a FCFS phase. As the permits for the high-demand hunt units are typically all awarded during the random drawing phase(s), this helps reduce the number of customers trying to access the system at the start of the FCFS phase.

Self-Print Licenses (In Progress)

Currently, FWC is in process of offering a Self-Print option for licenses and permits purchased via the Self-Service Internet interface. This transition should greatly reduce the number of licenses and permits that need to be printed and shipped by the contracted Vendor. This new fulfillment option presents the new challenge of combating fraud since customers could potentially print multiple copies of their licenses and permits. To help control fraudulent activity FWC has implemented a security code that is unique to the individual license/permit and customer which is printed on the document. This security code is decodable by law enforcement personnel to help identify forgeries.

MANDATORY REQUIREMENTS

The FWC is seeking to implement an integrated, electronic, "turn-key" set of licensing services and system that ensures agent accessibility and provides opportunities for the broadest possible participation of agents across geographic areas and business sectors. The Vendor shall be responsible for the services required by this ITN including the development of the software, deployment and installation of all hardware (except that a license agent who opts to use their own PC will provide the PC hardware), software and necessary network components, and administration, maintenance, support and operation of the completed system. The system shall use technology that is capable of reading the magnetic stripe and/or the 2D barcode on the Florida Driver License and ID card, shall be Real-time, shall operate 24 x 7, and shall meet or exceed current TLS system capabilities, service and quality levels.

The RLIS system shall at a minimum meet the requirements listed in Appendix A, B and C.

DELIVERABLES

FWC requires the Contractor to provide specific systems, services and other deliverables, and to perform work associated with them. This section identifies and defines these deliverables and describes the work the agency will expect the Contractor to perform. Every respondent should describe what deliverables will be provided and how they propose to provide them.

Project Management

The Contractor shall provide a PMP Certified Project Manager throughout the project. This Project Manager shall serve as a single point of contact for the FWC Project Manager. In addition, the Contractor's Project Manager shall be responsible for developing, revising and tracking a detailed Project Plan regarding every aspect of the project throughout its life cycle. The plan shall include the activities of any sub-Contractors used by the Contractor. The current plan and its status shall be available to the FWC Project Manager upon request.

Flexible Design

The design of the system shall be flexible in nature so that it can accommodate changes in privileges, business rules, laws, and technological changes without requiring major rewrites of the system. FWC expects that, based on their experience, the contractor shall be able to engineer a very flexible system that will accommodate configuration changes

within minimum development time. The contractor must provide all changes that do not exceed the original scope of work or require 40 hours or less of development time, at no additional cost to FWC. This includes, but is not limited to, distributing any necessary changes to license agent software and changes such as the creation, modification, changing starting and ending of a license, permit, or limited entry hunt, within the current set of business rules for licenses, permits, or limited entry hunts, etc., at no additional charge.

The respondent should explain how its design will meet these conditions of flexibility.

Implementation Plans

The Contractor must provide complete implementation plans. These include integration of the new system with external systems, installation, risk assessment, and transition to the new licensing system.

Design Document

The Contractor must create a design document. This document will accurately translate and integrate FWC business needs and requirements into the new licensing system, and will define the system layout and operational procedures, including but not limited to lists of all tables and fields along with a list of field definitions. The document will be reviewed by FWC and is subject to its approval prior to its acceptance as a deliverable.

Project Updates

The Contractor must report to FWC progress updates both in written form and orally on a regularly scheduled basis as determined together by FWC and the contractor.

Hardware and Software

The Contractor must provide the means to deliver services and operate the new licensing system as described herein. System services and operation shall be supported by suitable hardware and software systems designed to process license sales transactions and distribution of license proceeds, as well as to perform accounting and management activities.

FWC does not wish to purchase or lease hardware or software to support these systems but expects the Contractor to provide all software application(s) and supporting hardware to manage and issue licensing system services and operations in exchange for a per transaction fee on the sale of licenses. This includes deployment and maintenance of Contractor owned POS terminals, peripherals, and supplies such as license stock and printer ribbons; and maintenance and support of software application(s), supporting hardware and POS terminals supplied by contractor.

License agents, who opt to utilize their own PC, will be required to provide a PC that meets specifications outlined by the Contractor, and broadband internet connection. The Contractor is expected to provide printers, cables and supplies for vendors who opt to use a PC connection.

Processing and Database Servers

Suitable computers and storage devices will process and record license sales and accounting transactions. These devices must deliver performance that allows transactions to be conducted timely and within the confines of FWC business rules.

The computers and storage devices use for the RLIS must be located in and managed from the United States of America.

Telecommunications

The contractor must provide all telecommunications connections, hardware, services, and support required to fulfill the contract at the contractor's end. The Contractor must provide an effective and reliable means to support communications between all processes and components of the licensing system. The Contractor's telecommunications system will be affected by several methods of operation, business practices, and customer behavior. Four distinct front-end processes must be able to access the host system quickly and reliably: POS terminals at license agent' locations, PC's at Tax Collector and larger agent locations, telephone sales personnel and Internet users. FWC must also have fast and easy access to the database and the administration application.

Point of Sale System

The Contractor must provide programming for a POS system and approximately 800 POS terminals and provide them to FWC and its license agents for this licensing system.

The Contractor must also provide programming for a POS system in the Tax Collectors' offices that must run on existing PCs with their existing Internet access and for larger "chain-stores" and other license vendors who opt to provide a PC and broadband Internet connection (estimated to be 500).

System Software

The Contractor must provide and maintain all system software capable of supporting FWC licensing, permitting and limited entry transactions. The system software must support the overall licensing system architecture. This support extends to the reliable and robust systems, file export capabilities for FWC subsystems, and the support of backup operations.

The Contractor must provide applications software specific to the sale and accounting of licenses as well as all support functions associated with the system. This includes system management and maintenance functions, as well as all interfaces between front ends and back ends.

Pre-Operational Services

Certain services will be required to be performed by the Contractor prior to full implementation of the licensing system. These services are integral to the development and operation of the new system and will support a successful implementation. Following are descriptions of the activities the Contractor will be required to perform prior to system implementation.

Data Conversion

The Contractor will convert all existing data used in the current automated system to pre-populate the new system's database.

Testing

The Contractor must successfully test the licensing system in its entirety, and as components are developed prior to placing them into production. All software modules, interfaces, system features and functions, or any other subsystem provided by the Contractor must be thoroughly and satisfactorily tested to demonstrate proper operability to the satisfaction of FWC before FWC will certify

that it is acceptable and ready to be put into production. Test plans and procedures for all subsystems will be delivered to FWC for review, comment, and approval. At the completion of Contractor testing for each subsystem, the Contractor will provide a test report for FWC review and approval.

The Contractor shall also provide an integrated test facility that is available to FWC staff to test the contractor's programming/implementation of business rules. This test facility should have the ability to use actual production data in terms of functionality, size and complexity of data sets and should be secured as if in production.

Training

The Contractor must provide user training for license agents, including a training manual, and for FWC administrative personnel at various levels of operation and management, in the use of the licensing system. FWC personnel must be trained to use the PC subsystem and to manage and maintain the parts of the system they will be responsible for, as well as running reports and performing test procedures. License agents and FWC staff must be trained to use POS terminals.

Pilots

Each of the methods that will be used to sell licenses (traditional POS, PC, Internet, and Telephone) in the new system shall be successfully piloted, at the option of FWC, prior to moving those operations into production. The POS systems, if piloted, will be piloted through a limited number of terminals installed at locations meeting certain criteria across the state. The Internet and telephone systems, if piloted, will be piloted by providing services through controlled or managed access.

Production Services

RLIS includes services that will be performed throughout the life of its operation. The Contractor is required to provide and perform the services in Appendix D – Business Services Requirements for the term of the contract resulting from this ITN.

For the Internet-based sales and telephone sales the Contractor is acting as the license sales agent and must provide all the resources necessary to act in that capacity including, but not limited to, providing customer telephone sales through a toll free phone line and license fulfillment at no additional cost to the customer other than the costs agreed to in any contract resulting from this ITN.

Call Center staff must be located in the United States of America and preference maybe given if all or a portion of the Call Center staff are located in Florida.

**COST SHEET
FWC 10/11-26**

The amount proposed shall include the minimum requirements as outlined in the Scope of Work.

Price proposed shall be less any Federal or State sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Proposed price shall include all necessary items to complete the project.

Instructions

This Cost Sheet must be completed in total by the respondent to be considered as a candidate for award of the Recreational Licensing Issuance Services Contract.

These prices will become the basis for payment to the Contractor for development, implementation, products and services.

Line #	Component or Component Group	Price	Unit
1.	POS and PC, Issuance	\$ _____ / per transaction for 300 – 400 equipment sets and 700 license printers \$ _____ / per transaction for 401 – 500 equipment sets and 600 license printers \$ _____ / per transaction for 501 – 600 equipment sets and 500 license printers	Per Transaction Fee
2.	Telephone Issuance	\$ _____ /per transaction	Convenience Fee
3.	Internet Issuance Without Fulfillment	\$ _____ /per transaction	Convenience Fee
4.	Internet Issuance With Fulfillment	\$ _____ /per transaction	Convenience Fee
5.	<i>Additional Printers for Tax Collector PC Agents</i>	\$ _____ per month for 3 month contract \$ _____ per month for 6 month contract \$ _____ per month for 12 month contract \$ _____ per month for 60 month contract	Includes reasonable use of equipment per contractual agreement, installation, training, maintenance, and repair, instruction manuals, Help Desk, supplies.
6.	<i>Additional</i>		Includes reasonable use of equipment per

	POS Configurations for POS Agents	\$_____ per month for 3 month contract \$_____ per month for 6 month contract \$_____ per month for 12 month contract \$_____ per month for 60 month contract	contractual agreement, installation, training, maintenance, and repair, instruction manuals, Help Desk, supplies.
7.	Modifications and Change Orders	\$_____ per hour	For changes, additions, and enhancements outside the requirements in the Flexible Design section.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE ITN AND I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG VENDORS IN RESTRAINT OF FREEDOM OF COMPETITION.

VENDOR NAME

AUTHORIZED SIGNATURE

CONTRACTOR QUALIFICATION FORM

VENDORS AS AIDED BY THIS FORM, MUST SHOW THAT THEY ARE COMPETENT AND HAVE THE NECESSARY RESOURCES TO FULLFIL THE CONDITIONS OF THE CONTRACT.
Failure to submit this form with all questions answered may be grounds for disqualification.

The Vendor is a:

Corporation _____

Individual _____

Non Profit _____

Partnership _____

Name of Vendor _____

Principal Office Address _____

Official Representative _____

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such response, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided above if applicable (or attach a copy to the response); or, have attached to its response a signed statement to the effect that said corporation is exempt from the above described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

If a corporation, answer the following:

When incorporated _____

In what State _____

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

Name _____

Address _____

OPERATING OFFICERS

President's Name _____

Address _____

Phone _____

Vice President's Name _____

Address _____

Phone _____

Treasurer's Name _____

Address _____

Phone _____

BOARD OF DIRECTORS

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

If an Individual, Non-Profit, or Partnership, answer the following:

Date of organization _____

General or limited partnership _____

NAME AND ADDRESS OF EACH PARTNER:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

The Contractor understands that information contained in the *Contractor Qualification Form* is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any response relating to the qualification and stability of the Contractor, as may be required by the Commission.

The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

Authorized Signature:

Print Name _____

Date _____

REFERENCES

Any listed reference that cannot be contacted by a representative of the Commission shall be treated as an invalid reference. The Contractor must provide references, names, addresses, e-mail addresses and telephone numbers of three other clients that the Contractor has provided similar services. One of those can be listed as the Commission, if applicable. We strongly suggest that written letters of recommendation from the references be submitted for each listed reference. Letters of recommendation should be written on the reference's letterhead.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

VENDOR NAME

AUTHORIZED SIGNATURE

FWC 10/11-26

Please note: Due to file size limitations Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Exhibit 1, Exhibit 2 and Exhibit 3 will be uploaded to the Vendor Bid System (VBS) as separate documents; and all of them should be inserted after page 47 of this ITN to complete this ITN package.