REQUEST FOR PROPOSAL

FOR

NG-911 STATEWIDE ROUTING DEVELOPMENT

RFP NO.: DMS-10/11-013

RELEASE: JANUARY 13, 2011

Refer ALL Inquiries to
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SECTION 1 – INTRODUCTORY MATERIALS

1.01 Definitions

A. **DIVTEL**: A division within the Department of Management Services.

B. **Contract**: Means the legally enforceable agreement, if any that results from this solicitation. The parties to the Contract will be the DMS and the Contractor.

C. **Contractor**: The Responsive Respondent who is awarded a contract as a result of this solicitation.

D. **Department**: The State of Florida, Department of Management Services, is referred to in this document as “DMS” or “Department.”

E. **Procurement Officer**: See Attachment 10 – PUR 1001 General Instructions to Respondents for definition.

F. **Respondent**: See Attachment 10 – PUR 1001 General Instructions to Respondents for definition.

G. **Response**: See Attachment 10 – PUR 1001 General Instructions to Respondents for definition.

H. **State**: The State of Florida and its agencies.

I. **ESInet**: Emergency Services Internet Protocol network.

J. **PSAP**: Public Safety Answering Point. A public safety agency answering center that receives incoming 911 calls and dispatches appropriate public safety agencies to respond to the calls.

K. **NG-911**: Next Generation 911. The next advancement in Enhanced 911 systems designed to handle voice, data, and video developed on a standardized managed IP based platform for routing and delivery of 911 emergency requests (calls or messages) from a variety of devices and services, including text messaging and telematics, to the appropriate PSAP and resolve interoperability issues to provide the capability of an emergency communications network.

L. **CPE**: Customer Premise Equipment. Communications equipment that resides on the customer's premises.

M. **E911**: Enhanced 911. A telephone system service which includes network switching, database and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number for 911 calls. The term also includes any enhanced 911 service so designated by the Federal Communications Commission.

N. **NENA**: National Emergency Number Association

1.02 Background

Currently there are four Internet Protocol (IP) regional routing projects funded by the Florida E911 Board and Ensuring Needed Help Arrives Near Callers Employing 911 Act (ENHANCE 911 Act). These four projects have been identified as North Florida Pilot Routing Project, Okaloosa/Walton Routing Project, Lake/Orange Routing Project, and Martin/St. Lucie Routing Project. The evolution of a statewide NG-911 system must incorporate these regional routing projects and establish an Enterprise IP network of integrated NG-911 networks.
The Florida E911 Board programs have funded numerous grant projects to upgrade and replace existing PSAP enhanced 911 systems to IP based E911 systems. Not all of the Florida PSAPs have been upgraded to NG-911 systems. Through this RFP, the Department will develop the statewide routing system to allow counties to connect IP ready E911 systems. The design of PSAP E911 call taking CPE is explicitly outside of this initiative scope, with exception of firewalls, session controllers, routers and gateways needed to connect to PSAP E911 systems. Future projects will address remaining PSAP equipment and diverse transport for the 911 PSAP for 911 calls and E911 systems.

All E911 communications are to be included in the packet-based voice and data system including legacy landline, broadband Voice-over Internet Protocol (VoIP), wireless cellular service, IP services and emerging technology services.

The DMS, Division of Telecommunications (DIVTEL) currently operates MyFloridaNet (MFN), a statewide Internet Protocol (IP) network backbone. This IP network is currently available to provide the infrastructure and network access for all public agencies throughout Florida. This enterprise infrastructure is based on a Multi-Protocol Label Switching (MPLS) technology. MyFloridaNet also provides service elements such as network core, local loop access, CPE, security, network management tools, design and engineering for a complete turn-key solution with flat-rate pricing statewide. MyFloridaNet further provides a robust network with stringent service level requirements and enhanced security.

1.03 Overview

Through this RFP the Department seeks the contractual services of an independent design team of one or more persons, with consultant engineering skills, to develop a state level Emergency Services Internet Protocol network (ESInet). The Department will not consider proposals from entities that currently offer NG911 system equipment or services other than consultant engineering services. The design must be based on requirements analysis rather than existing solutions available in the marketplace. Respondents are required to affirm, by written statement, their compliance with this provision as part of their response in Tab 3 of their Response.

The Department was awarded a federal grant under the ENHANCE 911 Act to develop a contract to implement a state level ESInet to interconnect Florida’s Public Safety Answering Points (PSAPs) and regional IP routing systems for the receipt and delivery of 911 calls. The Department’s right to incur reimbursable costs under the ENHANCE 911 Act grant program expires on September 30, 2012. The consultant engineering services contractor selected by this RFP will work with MyFloridaNet SUNCOM network engineers and statewide E911 engineers to develop a statewide service contract. Engineering will address enhanced 911 call routing, database, transport, interoperability, security, diverse routing, redundancy and related issues. NG-911 issues involving Session Initiation Protocol (SIP), text messaging and video transport are design criteria.

The Florida NG-911 System will be aligned with the National Emergency Number Association (NENA) Functional and Interface Standards for Next Generation 911, current version, (i3) NENA 08-002 and the USDOT NG-911 Documents, the IETF emergency calling protocol standards applied to specific NG-911 requirements of the ESInet. The statewide migration will require the Department, Florida counties and the regional routing systems to coordinate and collaborate to form a statewide ESInet, and to transition regional PSAPs to the Florida NG-911 System.
The Department is interested in entering into a contract with a contractor for services identified in this RFP. The Department expects the project to be completed in twelve (12) months, but the term of the prospective contract will be eighteen (18) months. There will be no renewals for this contract because of the Federal grant deadline.

1.04 Timeline

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/13/2011</td>
<td></td>
<td>Release of Solicitation</td>
</tr>
<tr>
<td>01/27/2011</td>
<td>12:00 p.m.</td>
<td>Questions Due</td>
</tr>
<tr>
<td>02/07/2011</td>
<td></td>
<td>Anticipated Date Answers to Questions are posted on the Vendor Bid System</td>
</tr>
<tr>
<td>02/14/2011</td>
<td>3:00 p.m.</td>
<td>Replies Due/Opening</td>
</tr>
<tr>
<td>02/16/2011 – 02/18/2011</td>
<td></td>
<td>Anticipated Dates of Evaluation</td>
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<tr>
<td>02/28/2011</td>
<td></td>
<td>Anticipated Posting of Intended Award on Vendor Bid System</td>
</tr>
<tr>
<td>03/14/2011</td>
<td></td>
<td>Anticipated Contract Start Date</td>
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</tbody>
</table>
SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

This section serves in conjunction with Attachment 10 - PUR 1001 General Instructions to Respondents.

2.01 Amendments to the Solicitation Documents

The Department shall post amendments to the solicitation documents on the Florida Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/search.criteria_form, by selecting “Department of Management Services” in the “Agency” drop down box. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.02 Questions

Respondents shall address all questions regarding this solicitation in writing to the Procurement Officer, identified on the cover sheet of this solicitation. The Department shall post answers to questions on VBS as noted on Section 1, Timeline. (See PUR 1001 - General Instructions to Respondents, Section 21. Limitation on Vendor Contact with Agency during Solicitation Period.)

The Respondent shall advise the Department in writing prior to bid of any and all discrepancies between these procedures and the manufacturer's specific procedures.

2.03 Alternate Replies

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any response may result in the response being deemed non-responsive to the solicitation.

2.04 Special Accommodation

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 488-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

2.05 Confidential, Proprietary, Or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “Redacted Copy.”

The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and
all claims arising from or relating to Respondent’s determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

2.06 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida’s suppliers and contractors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached “Certification of Drug-Free Workplace Program” form to certify that the Respondent has a drug-free workplace program. The Contractor shall describe how it will address the implementation of a drug-free workplace in offering the items of bid.

2.07 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Participation of a diverse group of vendors doing business with the State is central to our effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State’s procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

2.08 Inapplicable Provisions of Attachment 10 - PUR 1001 General Instructions for Respondents

The following are not applicable:

A. Section 3. Electronic Submission of Responses
   Responses shall be submitted in accordance with section 2.10 of this solicitation.

B. Section 5. Questions
   Questions shall be submitted in accordance with Section 2.02 of this solicitation.

2.09 Price Sheet Information/Instruction – Initial Pricing

The Respondent shall return the Price Sheet(s) with its response to this RFP. The Price Sheet(s) shall identify the Name of the Respondent, Date of Submission, and shall bear the Signature of a Business/Corporate Representative to the prices bid.

The Price Sheets shall be returned under Tab 5 of their Response Submittal. By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the bid non-responsive.

A. The Respondent shall price all items on the Price Sheet(s). Failure to price all items shall deem the Respondent non-responsive. If zero is entered on the Price Sheet(s), the Respondent shall make a notation at the bottom of the Price Sheet(s) indicating the intent of the zero. If no notation is made at the bottom of the Price Sheet(s), the Department will assume that the service or item(s) bid will be at no cost to the Department.

B. The Respondent shall print and sign the completed Price Sheet(s) and submit in accordance with Section 2.10, A.
C. The Respondent shall **save an electronic version of its completed Price Sheet on a CD-Rom and submit with its response** (see 2.10, B., 3.)

All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent’s price sheet(s) calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent. Price proposal points will be awarded based on Department verification, and if applicable, corrected price sheets. Department-corrected price sheets will be made available upon written request.

2.10 Response Submittal

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to provide the solution sought by the solicitation. Excessive information distracts readers from focusing on essentials. When responding to specific questions, please reprint each question in its entirety before the response.

The response shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"), unless otherwise indicated. Type size shall not be less than a 12-point font. The response should be indexed and all pages sequentially numbered. Bindings and covers will be at the Respondent’s discretion. However, *elaborate notebooks/hard back binders are discouraged.*

Unnecessarily elaborate brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

The overall response must be written in a concise manner, which is conducive to effective evaluation and product selection.

The Respondent may not apply any conditions to any aspect of the solicitation (see Section 2.03). The only recognized changes to the solicitation prior to the opening will be by written amendments issued by the Department.

A. The Respondent shall organize each response submittal contents as follows:

**Tab 1** A cover letter on the Contractor’s letterhead with the following information:

a) Name and headquarters location of the Respondent.
b) Primary location from where the work will be executed.
c) Executive Summary

**Tab 2** Completed Attachments 1 – 7.

**Tab 3** *Pass / Fail Requirements*
As indicated in Section 2.11.

**Tab 4** *Response Evaluation Criteria*
As indicated in Section 2.12.

**Tab 5** Attachment 8 - Price Sheet

**Tab 6** *Exceptions*
If any, to the solicitation (see Section 2.03).
B. The Respondent shall submit:

1. One (1) original version of the response submittal, with five (5) copies.

2. One (1) original signed version of the price sheet, with five (5) copies.

3. One (1) scanned copy of the entire response and price sheet (see Section 2.09, C.) on a CD-ROM (with large files scanned as several separate.pdf files.).

4. One (1) REDACTED scanned copy of the response, if applicable (see Section 2.05).

5. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

6. Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent’s company name, and solicitation number.

Respondents are responsible for submitting responses to the Procurement Officer by the date and time specified in Section 1 of the solicitation. The Department shall not consider late responses.

2.11 Pass / Fail Requirements

The Respondent must satisfy the requirements listed below. By submitting a response the Respondent certifies that it either meets or exceeds the requirements below. The Respondent shall place this information under Tab 3 of its response submission.

A. Response received by the date/time indicated in the Timeline, Section 1.03.

B. Convicted Vendor List
   The Respondent has not been disqualified from the public contracting and purchasing process in accordance with Section 287.133(3) (d), Florida Statutes.

C. Suspended Vendor List
   The Respondent has not been removed from the Department’s vendor list pursuant to Rule 60A-1.006, Florida Administrative Code.

D. MyFloridaMarketPlace Registration
   Respondents desiring to sell commodities or contractual services to the State are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see Attachment A – PUR 1000 General Contract Conditions.

E. The Respondent shall provide the Department copies of its Articles of Incorporation in order to transact business in State of Florida.

   NOTE: Pursuant to Section 4.02 Compliance with Laws, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org

F. Respondents shall verify that the team that they will utilize to provide the services sought via this ITN collectively meet or exceed each of the following minimum experience qualifications:
1. Five years experience with 911 network planning and Enterprise grade IP enabled network planning and implementation.

2. Five years experience with design and development of Enhanced 911 and Next Generation 911 system procurements.

3. Five years experience with 911 call handling and equipment.

4. Five years experience with 911 network security products, techniques, and tools.

5. Five years experience with 911 local and wide area networks and standards.

6. Five years experience with landline, VoIP and wireless cellular technologies and 911 call processing.

7. Five years experience with technical writing skills.

8. Five years experience with customer relation skills.

9. Five years experience with local and wide area networks, network standards, networking protocols, routing/switching hardware, routing configuration, bridge configuration, and network management systems.

10. Five years experience with network security products, techniques, and tools – Firewalling, Radius, IDS, NMAP, and PKI.

11. Five years experience with TCP/IP and MPLS network architectures.

12. Five years experience with routing protocols such as OSPF and BGP.

13. Five years experience with network equipment hardware for such companies as Cisco and Juniper.

14. Five years experience with legacy landline and wireless cellular service technologies.

15. Five years experience with VOIP and multimedia communications techniques and protocols specifically as it relates to IP Multimedia Subsystem (IMS): SIP proxies, session border controllers, DNS ENUM.

16. Five years experience with network and voice troubleshooting tools.

Respondents are required to affirm, by written statement, their compliance with these qualifications as part of their response in Tab 3

G. The Respondent does not provide resumes for each project team members.

H. The Department will not consider proposals from entities that currently offer NG-911 system, equipment and services other than consulting services. Respondents are required to affirm, by written statement, their compliance with this provision as part of their response in Tab 3.
2.12 Response Evaluation Criteria

An Evaluation Team will be established to review and evaluate responses received on this solicitation. For the purposes of evaluation, scoring and ranking, responses are divided into three categories. The following shows the maximum number of points that may be awarded by category. (See PUR 1001 – General Instructions to Respondents, Section 15. Clarifications/Revisions.) The Respondent shall insert this information from this section under Tab 4 of its response submittal.

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Points</th>
</tr>
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<tbody>
<tr>
<td>Category 1 – Qualifications</td>
<td>60 Points</td>
</tr>
<tr>
<td>Category 2 – Scope of Work</td>
<td>25 Points</td>
</tr>
<tr>
<td>Category 3 – Price</td>
<td>15 Points</td>
</tr>
</tbody>
</table>

The following criteria will be used by evaluators to evaluate Respondent Proposals.

A. **Qualifications (Maximum 60 points)**

Based on detailed responses, evaluators will award points for Qualifications. As needed, please make sure you provide sufficient detail and are clear in your descriptions.

The Respondent shall provide the following information to support Respondent’s qualifications and experience:

1. **Years of Experience (0 – 5 Points)**

   Please indicate the number of years your organization has provided consultant engineering services.

2. **Current Contracts (0 – 5 Points)**

   Please provide a list of your organization’s current contracts that are of similar size and scope to the services sought via this RFP, where the Respondent has provided such services as a Contractor, subcontractor or partner. The list shall also contain the name, contact name and address, telephone number and e-mail address of the entity who received the services from the Respondent. Also, the listing will include a detailed description of the services provided to the identified customer. Consideration shall be given to the duration of such contracts, the volume of services, and the quality of services provided.

3. **Ability to Perform (0 – 25 Points)**

   Please describe your organization’s ability to provide the operational services described in this solicitation based upon its past professional experience and performance.

   Describe your organization’s experience in providing 911 networking, E911 and NG-911 consulting services. Provide detail regarding past and current projects, contract requirements, users, outcomes and lessons learned.

   Describe your proposed schedule, approach and / or work plan regarding how you will accomplish this project by the contract end date.

4. **Project Team (0 – 20 Points)**

   Provide a listing of each team member that the Respondent will be using to provide the services. The listing shall identify the team member’s name, title, and years of services with Respondent; and provide a description of the duties and responsibilities of each identified team member. Also, include in this section the resumes of the team members proposed by respondent to provide the services under this contract.
Team members shall have experience in providing 911 networking, E911 and NG-911 consulting services. Provide detail regarding participation and responsibilities of each team members on contractor’s past and current projects.

5. **Business / Corporate References (0 – 5 Points)**
   The Respondent shall furnish five (5) business/corporate references with their response, utilizing the form provided as Attachment 6 of this solicitation to support the requirements of the Business/Corporate Experience. All references shall be from recipients of consulting services performed by the Respondent that specifically involve 911, E911 or NG911 consulting services as described in this RFP, and shall be from current recipients of consulting service or recipients of consulting services on projects that have occurred within the sixty (60) month period preceding the issue date of this solicitation.

   References will not be accepted from:

   a. Current employees of the Department.
   b. Former employees of the Department within the past three (3) years.
   c. Persons currently or formerly employed by the Respondent’s organization.
   d. Board members of the Respondent’s organization.
   e. Relatives.

B. **Technical Specifications (Maximum 25 Points)**
   For this section the Respondent must provide detail describing how respondent will satisfy the technical requirements contained in subsections 3.02 – 3.04 of this ITN. This shall be accomplished by Respondent inserting its response to each of the identified subsections immediately below the text of each numbered section and subsection.

C. **Price (Maximum 15 points)**
   The Procurement Officer will be responsible for calculating and awarding points for price as follows:

   The Respondent with the qualified lowest total price will receive 15 points. Each additional Respondent will be awarded a percentage of the 15 points relative to the lowest total (Lowest Price / Respondents’ Price x 15 points = Points Awarded).

2.13 **Disclosure of Reply Contents**

   All documentation produced as part of this solicitation shall become a public record of the Department and may not be removed by the Respondent or its agents. All replies shall become a public record of the Department and therefore cannot be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.
SECTION 3 – SCOPE OF WORK

3.01 Primary Goal

This NG-911 project requires the design of a statewide ESInet utilizing the MFN infrastructure backbone available for all counties. This network will provide IP routing of 911 and E911 calls through a statewide network connection or through an existing county/regional routing network. This design will be deployed as a state-wide ESInet available through DIVTEL to all public safety agencies.

The primary goal to be achieved through this competitive solicitation is the successful implementation of the ENHANCE 911 Act grant project. The Department expects that the design of a statewide ESInet services will take between six (6) to twelve (12) months to complete. The objective of the grant project is to develop a state contract to deliver 911 calls originating from wireless and non-wireless phones, in IP format to PSAPs statewide through an ESInet.

A copy of the Department’s application for ENHANCE 911 Act Grant Program funds is available on the State E911 Website: http://dms.myflorida.com/suncom/public_safety_bureau/florida_e911/e911_grant_information.

3.02 Requirements

A. The successful Respondent will be required to meet with Department staff and service providers to complete the system design specification of the ESInet and with detailed specifications of all design requirements. The service providers include, but are not limited to, Automatic Location Identification (ALI) provider(s), Local Exchange Carriers (LECs), and the provider of the ESInet core functions and services.

B. The design shall incorporate existing regional ESInet implementations funded by the E911 Board and provide for PSAP Customer Premise Equipment (CPE) that is not IP capable and/or NG-911 capable. It shall incorporate the evolving NENA standards and the varying availability of the NG-911 core functions and services. The system design shall develop Quality of Service (QoS) standard requirements for the NG-911 routing system and shall include the MFN network QoS policies. The design shall also incorporate the varying readiness of Communication Services Providers.

C. The system design shall be designed to route all calls based on location and policies to i3 PSAPs connected to the state level ESInet directly or through a regional ESInet. VoIP and wireless service providers should deliver 911 calls using SIP signaling with location information format and wireless service providers to utilize the Emergency Call Routing Functions (ECRF) and the Location Validation Function and future technologies, in the routing and validation of emergency calls.

D. The minimum NG-911 core functions shall include Emergency Services Routing Proxy; Border Control Function; Emergency Call Routing Function; Policy Routing Function; Location Validation Function; Legacy Network Gateways. ECRF provides routing information from the 911 GIS data when presented with location information. Legacy Network Gateway(s) shall be included to facilitate calls from i3 PSAPs to and from legacy PSAPs, as necessary to receive wireline 911 calls, output SIP signaling and location information, and forward the call and data to the ESInet.

3.03 On-site Meetings with the Department

A. MyFloridaNet IP transport. One or more on-site meetings between representatives of the Contractor and Department staff will be necessary for the parties to discuss the statewide IP transport provided by the MyFloridaNet so as to ensure all technical requirements are appropriately incorporated into the Deliverables identified in this RFP.

B. 911 in Florida. One or more on-site meetings between representatives of the Contractor and Department staff will be necessary for the parties to discuss the current status of 911 in Florida and collect information
relevant to the Department’s requirements and incorporate those into the Deliverables identified in this RFP.

C. Project status. Biweekly on-site project status meetings between representatives of the Contractor and Department staff will be conducted throughout the term of the prospective contract. The Contractor will provide to the Department’s contract manager a written meeting agenda at least 72 hours prior to the meeting time. Within 72 hours after each meeting, Contractor shall provide to the Department’s contract manager written meeting minutes to include all new action items and agreements established during the project status meetings.

D. Design review. Monthly on-site meetings will be conducted between Contractor and Department to discuss design status and provide the Department with a regular period so as to review and approve all design progress.

3.04 Deliverables

The Deliverables for this project will include: 1) a Project Plan; 2) a System Design Specification; and 3) an Operations Guide. A draft of each deliverable will be provided to the Department for review and comment. The Department will have 10 business days to respond with comments to the Contractor. The Contractor will then have 10 business days to incorporate the Department’s comments into the final version of each deliverable.

The System Design Specification document must include all technical specifications, deployment guidelines, and operational requirements of the State-wide ESInet to be procured. This System Design Specification will be included in a procurement solicitation by the State to award the system build-out to an implementation vendor. Additionally an Operations Guide will be provided to document how the State, service providers, PSAP’s and all components of the emergency responder regional networks will inter-operate on the new State-wide routing ESInet design. The outline below is an example of the content to be included in the three Deliverables:

A. Project Plan

1. Charter
2. Project Team
3. Project Schedule
4. Communications Plan

B. System Design Specification

1. Overview
2. Background and Current Status Report
3. Technical Specification and Operational Requirements
4. Procurement Needs
5. Implementation Process
6. Testing Plan and Acceptance Criteria
C. Operations Guide

1. Stakeholders Register
2. Summary of Legislative Authority
3. Requirements
   i. State management requirements
   ii. PSAP participation requirements
   iii. Dispatch requirements
   iv. First responder requirements
4. System Measurement Metrics and Monitoring Plan

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SECTION 4 – SPECIAL CONDITIONS

This section serves in conjunction with Attachment 9 - PUR 1000 General Contract Conditions.

4.01 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, governs 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. Violation of such laws shall be grounds for Contract termination.

4.02 Performance Bond

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under the Contract.

4.03 Warranty

Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of not less than one (1) year from date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the Department’s location and return of loaner equipment to the Contractor.

4.04 Background Check

The Department will require the Contractor to have an FDLE (Florida Department of Law Enforcement) Level 2 background check performed on each individual that will be working in the facility. The Contractor may access the FDLE site themselves to perform this check online. The contractor is responsible for payment. The address for the site is: http://www.fdle.state.fl.us/CriminalHistory. If the individual has not been a resident in Florida for twelve (12) months, then a check should be done from the individual’s previous residence. Also require a copy of a Photo ID along with a copy of a Social Security card showing the last 4 numbers of the card holder. These documents and a copy of the background check must be provided to the Contract Manager for review, which will be forwarded to the Department of Management Services’ Inspector General’s Office for approval before any Personnel will be allowed to work under this Contract. The Department reserves the right to reject any proposed Personnel based on background check. Annual re-certification will be required.

4.05 Contract Management

A. Contract Administrator

The Department employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Christina Espinosa
Departmental Purchasing
Department of Management Services
The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

B. Contract Manager

The Department shall designate an employee primarily responsible for overseeing the Respondent’s performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Greg Prescott
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Ste. 115N
Tallahassee, Florida 32399-0950
Telephone: (850) 414-7353
E-mail: greg.prescott@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

4.06 Contract Term

The resultant Contract from this solicitation shall begin on March 14, 2011, or on the last date signed by the parties, and shall end no later than the last date of the term of the contract provided in section 1.03 of this RFP with no renewals.

4.07 Provisions of Attachment 9 - PUR 1000 General Contract Conditions:

The following section is hereby revised as follows:

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.

The Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C., separately and will not be automatically deducted from payments. 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 repProcurement 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.
SECTION 5 – FORMS INSTRUCTION AND INFORMATION

The following Attachments shall be completed and returned in accordance with Section 2.10, Response Submittal:

ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION
ATTACHMENT 2 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM
ATTACHMENT 3 – NOTICE OF CONFLICT OF INTEREST
ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT
ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT
ATTACHMENT 6 – BUSINESS/CORPORATE REFERENCE
ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM
ATTACHMENT 8 – PRICE SHEET

THIS SPACE INTENTIONALLY LEFT BLANK
ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION

The Respondent shall identify the contact information as described below.

For solicitation purposes, the Respondent’s contact person shall be:

Name: __________________________
Title: __________________________
Address: ________________________
Telephone: ______________________
Fax: ____________________________
E-mail: _________________________

For contractual purposes, should the Respondent be awarded, the contact person shall be:

Name: __________________________
Title: __________________________
Address: ________________________
Telephone: ______________________
Fax: ____________________________
E-mail: _________________________
287.087 Preference to businesses with drug-free workplace programs.--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

Respondent’s Name: ______________________________________

By: ______________________________________________________

Authorized Signature  Print Name and Title
ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name

For the purpose of participating in the solicitation process and complying with, the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Name of Respondent’s Organization

Signature of Authorized Representative and Date

Print Name
STATE OF ____________________________
COUNTY OF ____________________________

I state that I ____________________________ of ____________________________
(Name and Title)          (Name of Firm)
am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person
responsible in my firm for the price(s) the amount of this Response, and the preparation of the Response. I state
that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation,
   communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor
   approximate amount of this Response, have been disclosed to any other firm or person who is a Provider,
   potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a
   Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any
   intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm 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.

5. ________________, its affiliates, subsidiaries, officers, director, and employees
   (Name of Firm)
   are not currently under investigation, by any governmental agency and have not in the last three years been
   convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving
   conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and
important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my
firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the
State of Florida of the true facts relating to the submission of responses for this contract.

Dated this ____________________________ day of ____________________________ 2011.
Name of Organization: _______________________________________________________
Signed by: ___________________________________________________________________
Print Name: __________________________________________________________________

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.
Subscribed and sworn before me this ____________________________ day of ____________________________ 2011.
Notary Public: __________________________________________________________________
My Commission Expires: __________________________________________________________________
ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT

I, ______________________, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Management Services to assist it in:

1. Developing this solicitation; or,

2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

Name of Respondent’s Organization

Signature of Authorized Representative and Date

Print Name
ATTACHMENT 6 – BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent’s Name):

Name of the person providing the reference:

Title of person providing the reference:

Organization name of person providing the reference:

Telephone number of the person providing the reference:

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

How many years have you done business with the Respondent?

Please provide dates:

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor?

Do you have a business, profession, or interest in the Respondent’s organization? If yes, what is that interest?

Have you experienced any contract performance problems with the Respondent’s organization?

Would you conduct business with the Respondent’s organization again?

Are there any additional comments you would like to make regarding the Respondent’s organization?

Dated this _______ day of ___________ 2011.

Name of Organization: ____________________________

Signed by: ______________________________________

Print Name ____________________________

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _______ day of ___________ 2011.

Notary Public: __________________________________

My Commission Expires: ____________________________
ATTACHMENT 7 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed, complied and/or accepted all Addendum(s) / Amendment(s) to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) / Amendment(s) below.

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

Name of Respondent’s Organization ____________________________________________

Signature of Authorized Representative and Date __________________________________

Print Name _________________________________________________________________
ATTACHMENT 8 – PRICE SHEET

A. Please enter your fixed price of all the services mentioned in Section 3 Scope of Work.

$_______________________________

By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted.

Name of Respondent’s Organization ____________________________

Signature of Authorized Representative and Date ________________________

Print Name ____________________________
ATTACHMENT 9 – PUR 1000 GENERAL CONTRACT CONDITIONS

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
4. Price Changes Applicable only to Term Contracts.
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12. Installation.
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17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
22. Termination for Convenience.
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25. Changes.
27. Purchase Order Duration.
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32. Employees, Subcontractors, and Agents.
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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 reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES’ VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.
15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

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://dlis.dos.state.fl.us/barm/genschedules/gensched.htm](http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm)). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers,
and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer’s misuse or modification of Contractor’s products or a Customer’s operation or use of Contractor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor’s opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

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](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](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.
ATTACHMENT 10 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

State of Florida
PUR 1001
General Instructions to Respondents

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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, sub-contractor, or consultant under a contract with any public entity; or
• transact business with any public entity.

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

• The respondent is not currently under suspension or debarment by the State or any other governmental authority.
• To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
• Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
• The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
• The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
• The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
• Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  o 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
o 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.