



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Solicitation Acknowledgement Form**  
**Invitation to Negotiate**  
**CONTRACTUAL SERVICES**

Page 1 of Page 104	SUBMIT BID TO: <b>Florida Department of Environmental Protection</b> <b>DEP Procurement Section, Carr Building, Room 235</b> <b>3800 Commonwealth Blvd, MS93</b> <b>Tallahassee, Florida 32399-3000</b> <b>Telephone Number: 850-245-2361</b>
AGENCY RELEASE DATE: <b>January 30, 2018</b>	
SOLICITATION TITLE: <b>ePermitBuilder System</b>	
SOLICITATION NO.: <b>2018019</b>	

**SEALED RESPONSE DUE: @ 4:00 pm ET on March 12, 2018**  
**SEALED RESPONSES WILL BE OPENED: @ 10:00 am ET on March 13, 2018**  
and may not be withdrawn within **180** days after such date and time.

VENDOR NAME:	*AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	*AUTHORIZED SIGNATURE (TYPED), TITLE
EMAIL ADDRESS:	*This individual must have the authority to bind the Respondent.
FEID NO.:	

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

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

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

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

<b>PRIMARY CONTACT:</b>		<b>SECONDARY CONTACT:</b>	
<b>NAME, TITLE:</b>		<b>NAME, TITLE:</b>	
<b>ADDRESS:</b>		<b>ADDRESS:</b>	
<b>PHONE NUMBER:</b>		<b>PHONE NUMBER:</b>	
<b>FAX NUMBER:</b>		<b>FAX NUMBER:</b>	
<b>EMAIL ADDRESS:</b>		<b>EMAIL ADDRESS:</b>	

**CAUTION:** 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 (F.S.), the Florida Constitution or other authority (“Florida Public Records Law”), note the following:

Respondent shall not mark the entire Reply as confidential, trade secret or otherwise not subject to Florida Public Records Law. Any Reply with more than fifty percent (50%) of the documents, data or records so marked will be deemed non-responsive and will not be considered.

If Respondent assert that any portion of the Reply is exempt from disclosure under the Florida Public Records law, Respondent must submit a redacted version of the Reply along with the un-redacted version, per Section 1.08, Submittal of Reply of this Solicitation. The redacted copy shall be clearly titled “Redacted Copy.”

**IF RESPONDENT CLAIM CONFIDENTIALITY AS TO ANY PORTION OF THE REPLY AND DO NOT PROVIDE AN ACCOMPANYING “REDACTED COPY,” SUCH REPLY MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED PRIOR TO ITS CONSIDERATION.**

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**SCHEDULE OF EVENTS**

DATES	EVENTS	METHOD
January 30, 2018	<b>Solicitation Advertised</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
February 12, 2018 @ 1:30 pm ET	<b>Mandatory Pre-Solicitation Conference</b>	<p><u>Mandatory</u> Pre-Solicitation Conference will be held in Room 170, Carr Building via GoToMeeting:</p> <p>Florida Department of Environmental Protection Carr Building 3800 Commonwealth Boulevard Tallahassee, Florida 32399-3000</p> <hr/> <p><b>ePermitBuilder ITN Pre-Solicitation Conference:</b></p> <p>You must <u>register to attend</u>. Join us for the webinar on <b>Feb 12, 2018 at 1:30 PM EST</b> (we encourage you to log in between 1:00 PM and 1:30 PM to allow time to resolve any last minute technical issues).</p> <p><b>Register Now!</b> <a href="https://attendee.gotowebinar.com/register/6762079362628524034">https://attendee.gotowebinar.com/register/6762079362628524034</a></p> <p>After registering, you will receive a confirmation email containing information about joining the webinar.</p> <p><u>View System Requirements:</u> <a href="https://link.gotowebinar.com/help-system-requirements-attendees">https://link.gotowebinar.com/help-system-requirements-attendees</a></p> <p>If you require technical assistance, please contact DEP Service Desk at: <b>850-245-7555</b>.</p>
February 16, 2018 @ 5:00 pm	<b>Questions Submitted in Writing</b>	Procurement Contact identified in Section 1.02, Procurement Officer
On or about, February 26, 2018	<b>Answers to Questions Posted</b>	Vendor Bid System <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
<b>MUST BE RECEIVED NO LATER THAN:</b> March 12, 2018 @4:00 pm ET	<b>SEALED RESPONSES DUE</b>	<p>Submit to: Florida Department of Environmental Protection DEP Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000</p> <p><b>SOLICITATION NUMBER MUST BE ON ENVELOPE</b></p>
March 13, 2018 @ 10:00 am ET	<b>Public Response Opening</b>	Florida Department of Environmental Protection DEP Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000

On or about, March 26, 2018	<b>Notice of Negotiations</b>	The Department anticipates posting the evaluation scores and the notice of negotiations (Section 1.15) on the Vendor Bid System: <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>
On or about, April 11, 2018	<b>Negotiations</b>	ITN Negotiations Begin, starting with a demonstration from the selected vendors of their solution
On or about, TBD	<b>Public Meeting</b>	Negotiation Team Recommendation Meeting
On or about, TBD	<b>Anticipated Posting of Recommended Award</b>	<b>Vendor Bid System</b> <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>

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## SECTION 1.00 – INTRODUCTION

**1.01. Purpose and Scope.** The Department of Environmental Protection (hereinafter referred to as the "Department" and/or "DEP") is issuing this Invitation to Negotiate (ITN) to establish a contract for an enterprise ePermitting solutions. The Department is specifically interested in solutions that support the creation/building and issuance of complex permits for Title V facilities regulated by the Clean Air Act. The DEP is interested in either commercially available software (on-premise) or software-as-a-service (SaaS, cloud-based) solutions. The solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a Response must comply with all of the terms and conditions described in this ITN.

A. Questions Being Explored: Respondents are not to respond directly to these questions. The Department is seeking a solution (Solution) to the questions being explored in this section. The Department will use the information obtained through this ITN process to assist it in developing its Solution by exploring the following questions:

1. What is the best value solution for the state, SaaS or on-premise?
2. What solution can help us achieve our goals?
3. What are the licensing structures for the proposed solutions?

B. Goals of the ITN:

1. Ensure the best overall value ePermitBuilder for the State.
2. Improve our ability to implement effective, protective permits in a timely manner.
3. Improve the quality of our work processes and products in permitting.

### **1.02. Procurement Officer.**

Fran Spivey, Procurement Officer  
DEP Procurement Section, Carr Building, Room 215  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Telephone Number: (850) 245-2372  
Email: Fran.Spivey@dep.state.fl.us

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) in accordance with Section 1.05.

The Department will not talk to any Respondents or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone.

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

**1.03. Mandatory Pre-Solicitation Conference.** A MANDATORY Pre-Solicitation Conference is scheduled as specified in the Schedule of Events. There will be a GoToMeeting video conference available for those unable to attend in person (see Schedule of Events for registration instructions). The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and make clarifications regarding the Scope of Services, Solicitation requirements, contractual requirements, and other conditions or requirements that may, in any manner, affect the work to be

performed. Any changes and/or resulting addenda to the Solicitation will be at the sole prerogative of the Department.

Attendance at this Pre-Solicitation Conference is MANDATORY. Failure by a Respondent to attend or be represented at this Pre-Solicitation Conference either in person or by video conference will constitute a non-responsive determination of their proposal package. Replies found to be non-responsive will not be considered.

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

**1.04. Invitation to Negotiate Process.** The Invitation to Negotiate (ITN) process consists of four (4) sequential phases: 1) the Reply Preparation Phase; 2) Administrative Review Phase; 3) the Evaluation Phase; and 4) the Negotiation Phase.

**I. Reply Preparation Phase.** The Respondents will prepare and submit a Reply to the Procurement Officer based on the requirements identified in this Solicitation and any addenda to the Solicitation. Respondents may submit a reply for both the on-premise and SaaS solutions, but a separate Reply will be required for each solution that is being proposed.

**II. Administrative Review Phase.** The Procurement Officer will complete a review to ensure that Replies are complete and meet the minimum requirements of this Solicitation.

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

**IV. Negotiation Phase.** Negotiations will be conducted according to the negotiation methodology in section 1.16, Negotiation Phase. Negotiators are not bound by the ranking of Replies resultant from the evaluation phase. The Respondents will begin the negotiation phase by presenting system demonstrations of their proposed solution in accordance with the instructions and information provided in Exhibit B.

**1.05. Questions. Information will not be provided by telephone.** The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing, identifying the submitter and Solicitation number, to the Procurement Officer no later than the time and date specified in the Schedule of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions and answers will be posted on the Vendor Bid System (VBS). It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

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

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

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

Question #	Solicitation Section	Solicitation Page #	Question

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

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

**1.07. General Instructions for Preparation of the Reply.** The instructions for this Solicitation have been designed to help ensure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

- **Part I, Technical Proposal: The Technical Proposal shall consist of the following parts:**
  - A. Solicitation Acknowledgement Form (Tab A): The Solicitation Acknowledgement Form (original copy provided in Technical Proposal package) shall be completed as instructed. The original signed copy shall be submitted in one (1) copy of the Reply package marked "Original". One (1) duplicate electronic copies of the complete Technical Reply, in .pdf format, shall be provided on a CD, DVD, or USB memory stick. If a Respondent fails to submit a completed Solicitation Acknowledgement Form with their Proposal, the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the Technical and Price Proposals have met all other requirements of the Solicitation.

**In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**

- B. Technical Response (Tab B): The Technical Response Package shall be prepared by each Respondent using 8.5" x 11" paper (one inch margins, Arial 12pt font) and should use double-sided printing.

Using the description of work outlined in the Technical Specifications, Respondents shall prepare their Technical Proposal Package in the order outlined below for ease of the identification and review by the evaluators. If a portion of any section is omitted, the Respondent will receive a score of zero for that section. Respondent shall not use the tab pages to present additional information.

1. Introduction: This section should provide a general description of how the Respondent will accomplish the overall goal of this Solicitation. It should address key elements of the Scope of Work, including proposing a strategy for accomplishing the work.
2. Company Background: This section shall provide the historical overview of the background of the Respondent and the Respondent's organizational structure. This should include years in operation and years involved in work similar to this project. This section shall also outline the Respondent's experience in implementing environmental regulatory permit builder and permitting systems, to demonstrate that the Respondent has sufficient experience and knowledge to perform the work detailed in Section 4.00, Scope of Services.
3. Proposed System/Service Capabilities: System/Service Capabilities Response Form Instructions: The Respondent shall address each of the items listed in Section 7.00: System/Service Capabilities Response Form, on the excel workbook, providing comments and detailed explanations on how the proposed system will handle each of the functions listed. **The excel workbook can be obtained by contacting via email the Issuing Officer identified in Section 1.02.** Instructions for the excel workbook are located in

Section 7.00. Failure to provide a reply for each item listed shall also result in the response being deemed non-responsive and disqualified.

Please include a copy of your proposed licensing terms for 100 users. This will not be scored, but is required.

If applicable (for software-as-a-service proposals), this section shall also include details of the system/service maintenance and support protocols, and a copy of a typical service level agreement the Respondent has used for other customers. Additionally, this section shall include details on the hosting data center, including system backup and disaster recovery protocols.

4. Implementation Approach and Project Schedule: This section shall provide details of the Respondent's approach to implementing the proposed system/service, a proposed timeline for implementation, and the roles and responsibilities of Respondent's team members throughout implementation. The implementation plan shall include the testing approach for both system and user acceptance testing, as well as user training approach, production roll-out and post production warranty and support services.
5. Team Organizational Structure and Experience: This section shall identify the team that will be used for implementing the Respondent's system/service and will include the specific relevant experience of each team member service. If subcontractors will be used, identify the tasks and/or subtasks for which they will be responsible. If subcontractors are to be used, list specific responsibilities of each firm and include a matrix that shows for each proposed project staff member: job title, project responsibilities description and available time for project services. Resumes for each team member, including subcontractors, shall be submitted in response to this section.
  - a. Resume detailing the experience to include:
    - i. Name
    - ii. Position/Role
    - iii. Work experience related to requirements of this solicitation
    - iv. Begin and end dates of the related work experience for each proposed personnel
    - v. Sufficient detail for DEP to determine the recentness of the related work experience, how extensive the related work experience is, and the depth of knowledge and skills of the proposed staff related to the needs of this solicitation
  - b. For any candidates proposed to provide services under Task Order-Based Hourly Consulting Services, in Section 4, Scope of Services, the Contractor must also provide the role title and hourly rate for each candidate.

Note: Qualifications of personnel can only be presented as part of the Respondent's proposal for individuals who are currently employed by the Respondent, not individuals the Respondent proposes to hire if they are awarded a contract. The same applies to qualifications of subcontractor personnel. In an appendix to this section, the respondent shall supply resumes showing the qualifications of the individual(s) who will perform the work, including experience in similar services outlined in this Solicitation. These team members shall be considered "Key Personnel."

- C. PAST PERFORMANCE / CLIENT REFERENCES (Must use pages provided) (Tab C): In the space provided on Client Reference Form (Section 11.00), the Respondent must list all names under which it has operated during the last five (5) years.
  - Confidential clients shall not be included.
  - The same client may not be listed for more than one (1) reference (*for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed*).



- If the Respondent has performed work similar in nature to this Solicitation for the Department, the Respondent shall list the Department as a client reference.
- Clients that are listed as subcontractors in the Respondent's proposal will not be accepted as Past Performance references under this Solicitation.
- A client that is currently a parent or a subsidiary company to the Respondent will not be accepted as a Past Performance references under this Solicitation.
- For Respondents that submit a proposal as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture.

A Department representative will choose, at its own discretion, three (3) of the Respondent's references and contact them via telephone to complete the Evaluation of Past Performance form (Section 13.00).

- If DEP is listed as one of the client references, then the DEP client will be used as one (1) of the required number of references.
- References should be available to be contacted during normal working hours.
- The Department will attempt to contact each selected reference by phone up to two (2) times during the duration of one (1) week.
- If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation.

- D. Respondent / Subcontractor Summary Form (Tab D): On the Respondent/Subcontractor Summary Form (Section 10.00) provided, the Respondent shall list the name of the Respondent(s)/Subcontractor(s) and indicate the **one** business category of the Respondent/Subcontractor.
- E. Principal Place of Business (Tab E): The Respondent shall complete and submit Section 14.00, the Principal Place of Business and Foreign State Preferences in Contracting Form, indicating whether its principal place of business is within the State. For the purpose of this Solicitation, "principal place of business" means the state in which the Respondent's high level officers direct, control, and coordinate the Respondent's activities. Section 287.084(2), F.S., states:
- A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.*
- Consistent with section 287.084 (2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on the Principal Place of Business and Foreign State Preferences in Contracting Form.
- F. State Project Plan (Tab E): The Respondent shall submit a written plan addressing the State's five (5) objectives listed in Section 1.28, State Project Plan, to the extent applicable to the items/services covered by this Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected contractor's Reply must be addressed prior to contract execution.
- G. Additional Documents (Tab F): This section of the Reply shall contain the following:
- Certification of Drug-Free Workplace, Section 9.00 (if applicable);
  - Insurance Requirements (if applicable); and
  - Disclosure of any current or pending Litigation involving Respondent or any of its associated business entities (if applicable).

- **Part II, Price Reply:**

The Respondent shall provide a cost for the proposed system/service to include startup, implementation and five (5) full years of service, any costs for customization, as well as maintenance costs of the proposed system, technical support and staff training. While the pricing is subject to the negotiation phase of the selection process, the proposed cost will be used for the cost element of the evaluation criteria in the evaluation of responses.

**1.08. Submittal of Reply.** Both Technical and Price Replies (Reply) must be received in accordance with VBS and Schedule of Events. Sealed Proposals must be executed and submitted in two (2) parts and be marked as follows:

- Part I – Technical Reply (One Separately Sealed package for Technical Reply); and
- Part II – Price Reply (One Separately Sealed package for Price Reply)

**THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.**

The face of the envelope shall contain the Solicitation number and opening date. All Solicitations are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

The Respondent must submit two (2) copies (one (1) Original hard copy and one (1) duplicate copies) and two (2) duplicate electronic copies of the Technical and Price Reply to the Department. The original hard copy of the proposal shall bear original signatures and be marked as the "Original." The electronic copies of the Reply may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject Proposals submitted in alternate file formats or which contain information different from that in the hard copy of the Proposal.

If you assert that any portion of your Responses are exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Responses along with the un-redacted version. The redacted copy shall be clearly titled "Redacted Copy."

All proposed materials must be packaged so that each box of materials shipped to the Department does not exceed 25 pounds.

Respondents are advised to ensure the files are not corrupt prior to mailing as any material which is not readable will not be considered.

***CAUTION: Replies received at the office designated after the exact time specified for receipt will not be considered.***

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

**1.09. Elaborate Replies.** It is not necessary to prepare your Reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. The Reply shall be prepared in accordance with the instruction herein.

**1.10. General Evaluation Information.** The Department reserves the right to accept or reject any or all Replies received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the Reply submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

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

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

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

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

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

**1.13. Evaluation Criteria Scoring.** With the exception of the cost and past performance reviews, each Reply will be reviewed by at least six (6) evaluators. Each member of the Evaluation Committee will be provided a copy of each Technical Reply. Replies will be evaluated independently on the criteria established in Section 12.00, Evaluation Criteria in order to ensure that Replies are uniformly rated. However, the IT related sections will only be reviewed by three (3) of the evaluators who have a specialized knowledge of IT; the scores from IT will be averaged and will be provided to the evaluators for inclusion on their score sheets for calculation of the total numerical rating. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein and the Procurement Office will complete a technical summary.

A Department representative will contact references via telephone to obtain the past performance reviews. The DEP Procurement Section will evaluate the cost section of the Reply. The scores for the past performance reviews and the cost evaluation shall be provided to the evaluators for inclusion on their score sheets for calculation of the total numerical rating.

The DEP Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each Reply for all evaluators. Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department shall evaluate and rank responsive Replies and, at the Department's sole discretion, proceed to negotiation.

For example:

<b>Firm</b>	<b>Raw Points Received</b>	<b>Rank</b>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so  $3 + 4 = 7$ ;  $7$  divided by  $2 = 3.5$ . Each firm receives a rank of 3.5. All Replies must comply with the terms of this Solicitation.

**1.14. Posting of Score and Notice of Negotiations.** Scores and ranks of all Replies will be posted with the Notice of Negotiation. The Notice of Negotiation will be electronically posted by the date and time indicated in the Schedule of Events for seventy-two (72) hours (Saturdays, Sundays and State holidays excluded) on the MyFlorida.com website at the following link:  
[http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

**1.15. Negotiation Phase.** The Department will negotiate with Respondents who provide the top three (3) highest-scoring responses within the competitive range established from the evaluation phase, Negotiations will not be open to the public, but will be recorded.

- A. Notice of Negotiation. The Department will electronically post a Notice of Negotiation by the date and time indicated in the Schedule of Events on the Vendor Bid System.
- B. Negotiation Meetings. Negotiation meetings will be conducted in Tallahassee, Florida. The Department reserves the right to schedule Negotiation meetings (including oral presentations) at a different location in the State. The Department will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, (including a **representative** authorized to agree to Contract terms on behalf of the Respondent and key proposed Project Team members relevant to the topic being discussed) without interruptions, for the entirety of the Respondent's scheduled Negotiation meeting. The Department reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.
  - a. Demonstrations. Respondents will provide system demonstrations to the Department at the first Negotiation Meeting. The purpose is to exhibit the functionality of the proposed System to the Department. The Department is looking for a fully functional version of the software, which could be a training installation, a general demonstration system or a live system from another client. Purpose is to gain a greater understanding of: (1) the built-in capabilities of the Respondent's proposed System and the level of customization the Respondent will require to meet the Department's needs, (2) how well the solution functionality fits Agency needs, and (3) ease of use. (The Respondent will indicate customizations when giving the demonstration.) Respondents are to conduct an in-person or web-based product presentation in accordance with Exhibit B, Demonstration Guide.
- C. Negotiation Methodology. The Department will establish a negotiation team to conduct the negotiations with the Respondents listed in the "Notice of Negotiations" and make an award recommendation after determining which Respondent presents the best value.

Selected Respondent(s) will be invited to provide a demonstration, more detailed clarifications of their Replies, to provide interactive presentations of the Replies, and to enter into negotiations with the Department.

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

This ITN will not result in an exclusive license to provide the Services or products described in this ITN or the resulting contract. The Department may, in compliance with applicable law, contract with other Respondents or vendors to provide the same or similar Services.

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

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

- D. Negotiation Team Recommendation Meeting. After receipt of the best and final offers, the Department may conduct a Public Meeting for the negotiation team to discuss the results of negotiations and formulate their recommendations to the Department as to whether and how to award a Contract pursuant to this solicitation.

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

**1.16. Department Negotiation Rights.** The Department reserves the right at any time during negotiations, at its sole discretion, to do any of the following:

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

**1.17. Posting of Agency Decision.** Upon completion of the public meeting, and decision of the Secretary, in accordance with the Timeline of Events, the Department will post to the VBS either 1) a Notice of Intent to Award naming one (1) or more Respondents(s) with whom the Department intends to Contract with or 2) a Notice of Rejection of All Replies.

***NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph 13, Electronic Posting of Notice of Intended Award.***

### 1.18. Department's Reserved Rights.

The Department reserves the right to:

- a. Reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
- b. Withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
- c. Withdraw or amend its Notice of Intent to Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the contract.
- d. Withdraw or amend its Notice of Intent to Award if the contractor defaults in performance.
- e. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.

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

**1.19. Number of Awards.** The Department anticipates the issuance of one (1) contract for services under this Solicitation, however multiple contract may be awarded if it is in the Department's best interest. The Department, at its sole discretion, shall make this determination.

**1.20. Basis of Award and Final Selection.** As may be in the best interest of the State, the right is reserved to award based on **all or none, groups of services, or any combination** thereof, to a responsive, responsible Respondent. The Department intends to award a Contract to the responsible and responsive Respondent whose Best and Final Offer (BAFO) is assessed as providing the best value to the State by using the selection process. Selection criteria will include the following at a minimum:

- Respondent's articulation, innovation, and demonstrated ability of the proposed approach to meet the Department's Solution goals and the requirements of this ITN;
- Experience and skills of Respondent's proposed Staff relative to the proposed approach; and
- Respondent's pricing and overall costs to the Department.

The Negotiation team may modify or add to this selection criteria provided that such changes are disclosed to Respondent(s) engaged in such negotiations.

Upon consideration of the recommendation, the Secretary of the Department, or a duly authorized designee, shall make the award decision.

The Department's intended award decision will be posted on the VBS at: [www.myflorida.com](http://www.myflorida.com).

**1.21. Type of Contract Contemplated.** A fee schedule contract is proposed (based on the prices by the selected Respondent on Response Form); however, the Department reserves the right to award another type contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered. Travel cost shall be included in the fixed cost amounts of this Contract and shall not be billed separately. The selected contractor shall be paid for the services rendered under the contract resulting from this solicitation upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included as Section 15.00. The requirements contained in the proposed contract should be closely reviewed since modifications proposed by the Respondent may not be considered.

The resulting contract will consist of two phases: (1) The development phase and (2) the hosting and/or maintenance phase.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000) Paragraph 2, Purchase Orders.**

**1.22. Contract Term.** The term of the contract will begin upon execution by both parties. Once the development phase is completed, hosting and/or maintenance phase of the Contract will begin and

remain in effect for a period of five (5) years, unless cancelled earlier in accordance with the terms of the contract.

**1.23. Contract Renewal.** The Department reserves the right to renew any contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto. Renewal for the hosting and/or maintenance phase on the Contract shall be for a period up to 5 years. All renewals are contingent upon satisfactory performance by Contractor and the availability of funds. Renewals may be for the entire period or in increments.

**1.24. Florida Department of State Registration Requirements.** All entities defined under Chapters 865, 607,608, 620, or 621, F.S., seeking to do business with the Department shall, prior, to the execution of the contract, be appropriately registered with the Florida Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

**1.25. Convicted Vendor List.** A company placed on the Convicted Vendor List may not submit a Reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list).

**1.26. MyFloridaMarketPlace Vendor Registration.** Prior to the execution of the contract by the Department, the selected vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available and registration may be completed at the MyFloridaMarketPlace website: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/requirements\\_for\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration) (link also available under Business at [www.myflorida.com](http://www.myflorida.com)).

Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

The following United Nations Standard Products and Services Code (UNSPSC) are provided to assist you in your registration efforts:

- 81102500, Permitting services
- 81111504, Application programming services
- 43232201, Content workflow software
- 43232400, Development software
- 80101507, Information technology consultation services
- 43231500, Business function specific software
- 80111711, Permanent information technology software developers

**1.27. State Project Plan.** The Respondent shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected proposal must be addressed prior to issuance of a contract.

SUBMIT THE RESPONDENT / SUBCONTRACTOR SUMMARY FORM (SECTION 10.00) IDENTIFYING THE TEAM THAT WILL BE UTILIZED IN CONNECTION WITH THIS CONTRACT. LIST THE NAMES AND INDICATE THE OFFICE OF SUPPLIER DIVERSITY BUSINESS CATEGORY OF EACH ONE LISTED.

- 1. Minority-, Women-, and Service-Disabled Veteran Business Enterprises.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing

business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

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

The contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small-, minority-, women-, and veteran business enterprises.

Information on certified Women / Minority Business Enterprises (W/MBE) and certified Veteran Business Enterprises (CVBE) is available from the Office of Supplier Diversity at:

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

Quarterly Reports of revenue paid to certified W/MBE and certified VBE contractors (agents or subcontractors) as a result of any award shall be provided to the Department's Procurement Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The Respondent shall provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent company. It is a requirement of the Department that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current EPA Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste. Reference Rule 62-730, Florida Administrative Code (F.A.C.) and federal hazardous waste regulations for generators at 40 C.F.R. part 262.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S., 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, the Respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form (Section 9.00) to certify that the Respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. 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, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <https://sercure.imarcsgroup.com/respect/Default.asp>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this Solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this Solicitation with RESPECT with their Response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purpose of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed



to be substituted for this Department insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this Solicitation.

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

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

Only documents delivered by the U.S. Postal Service, a private delivery service, or in person, during Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Standard Time) will be accepted. Documents received after hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing and physical address is:  
Agency Clerk, Office of General Counsel  
Department of Environmental Protection  
3900 Commonwealth Boulevard,  
Douglas Building, MS#35  
Tallahassee, Florida 32399-3000

**Do not send Bids/Responses to the Agency Clerk's Office. Send all Bids/Responses to the Procurement Officer identified in Section 1.02 of the solicitation.**

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## SECTION 2.00 – GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

This section contains instructions explaining the solicitation process and the actions necessary to respond. In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

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21. Limitation on Vendor Contact with Agency During Solicitation Period

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
  - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
  - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
  - (d) "Response" means the material submitted by the respondent in answering the solicitation.
  - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the

response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

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

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

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

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

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

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;

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

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

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

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

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

disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

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

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_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.

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.

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## SECTION 3.00 – SPECIAL INSTRUCTIONS

### 3.01. Definitions. Listed below are definitions specific to this Solicitation:

- a) “Associated Business Entity” shall mean a Business Entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with the Respondent; including but not limited to, the following: i) a Business Entity twenty percent (20%) or more of whose outstanding voting securities, membership interests, or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent, ii) a business entity which directly or indirectly owns controls, or holds, with power to vote, twenty percent (20%) or more whose outstanding voting securities, membership interests, or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent.
- b) “Business Entity” includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.
- c) “Control” means the ability, directly, or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of an entity.

### 3.02. Assertion of Confidentiality Regarding Submitted Materials.

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

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

**3.04. Firm Reply.** The Department may make an award within one hundred eighty (180) days after the date of the Reply opening, during which period the Reply submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the Reply opening date, the Reply shall remain firm until either the Department posts an Agency Decision or the Department receives a written notice from the Respondent that the Reply is withdrawn, whichever occurs first. Any Reply that expresses a shorter duration shall be rejected.

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

**3.05. Misrepresentations.** All information submitted and representations made by the Respondent are material and important and will be relied upon by the Buyer in awarding the contract. Any misstatement or omission (a “Misrepresentation”) shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for the Department to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter



(regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**3.06. Public Requests for Replies.**

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

**3.07. Qualifications.** The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation.

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

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

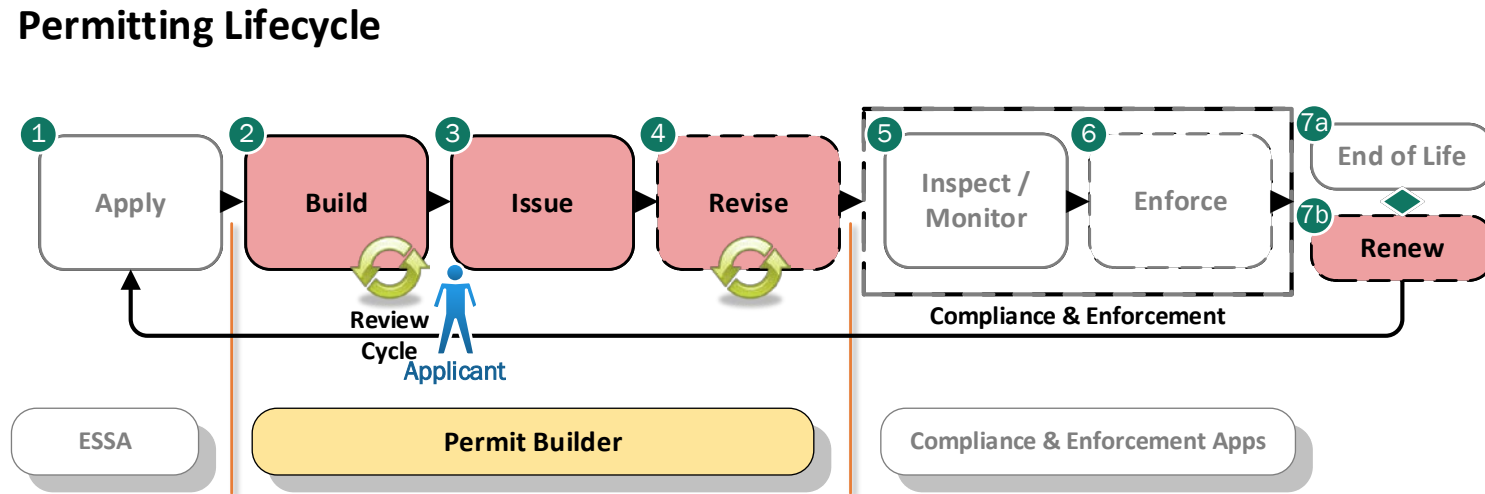
The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors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

## SECTION 4.00 – SCOPE OF SERVICES

### Phase I: Development

**4.01. Purpose and Scope.** The Florida Department of Environment Protection (“Department”, “DEP”) is requesting proposals from qualified vendors regarding enterprise ePermitting solutions. The Department is specifically interested in solutions that support the creation/building and issuance of complex permits for Title V facilities regulated by the Clean Air Act. Samples of Title V permit types and related documents are included in Appendix A. Only the work process steps 2 through 4 and 7b illustrated in the “Permit Builder” workflow (Figure 1. Work Process Scope) are in scope for this ITN; *compliance and enforcement activities are not included in this invitation.* Although there are around 200 permit processors, only around 100 will have access initially (district, division, and delegated county users).

**Figure 1. Work Process Scope**



### 4.02. Schedule of Tasks and Deliverables

#### 1. Project Management Plan/Schedule

The Contractor will supply a detailed project management plan that includes a schedule with all tasks, milestones and deliverables, with anticipated start and end dates for each task. This Deliverable is due ten (10) business days from contract start. The Contractor must notify and obtain approval from DEP of changes affecting the schedule within two business days of becoming aware of the change.

- Deliverable 1:** Project Management Plan and Schedule
- Date Due:** 10 business days following Contract Execution.

Dates proposed for the below tasks must include adequate time for the Department to review each deliverable identified and return to the Contractor for modification/correction as deemed appropriate by the Department. The project plan and any modifications throughout the project must be approved in writing by the Department prior to the Contractor accepting the plan as being approved for implementation.

**Performance Measure:** The deliverable must be received on or before the established due date. The Department shall review the proposed project management plan within 5 calendar days of receipt, to ensure that it addresses the minimum requirements contained in this Contract. If the Department has issues regarding the proposed plan, the concerns will be provided by email to the Contractor for response/correction within five (5) business days. Contractor can invoice for deliverable upon written email receipt of DEP's approval.

## 2. Ongoing Project Management

Ongoing Project Management is to be performed throughout the length of the entire project. However, these activities will be invoiced with the final System Documentation & Training deliverables (4a, 4b & 4c). The Ongoing Project Management is composed of the following three elements: (a) Weekly Project Status Meetings and Reports, (b) Meeting Minutes, (c) Updated Project Management Plan/Schedule.

### Deliverables:

**Deliverable 2a:** Weekly Project Status Meetings and Reports: The Contractor will hold weekly project status meetings with DEP until the implementation is completed and DEP has signed-off on all tasks and deliverables. The Contractor shall provide the reports no less than 4 hours prior to the start of each status meeting that contains, at a minimum, the following information:

- i. Activities completed for the previous period
- ii. Activities planned for the next period
- iii. Issues/Risks that are currently in process and proposed/planned resolution(s)
- iv. Status of deliverables and if their delivery status will affect overall schedule

**Date Due:** Weekly within 4 hours prior to each meeting.

**Deliverable 2b:** Status Meeting Minutes: The Contractor will provide meeting minutes to all attendees of the weekly project status meeting within two (2) business days of meetings. Meeting minutes will include, at a minimum, the following items:

- i. List of attendees
- ii. Information shared during meeting
- iii. Action items, with due dates and individuals responsible for addressing action items
- iv. Any outstanding decisions required

**Date Due:** Weekly, within two business days following each project status meeting.

**Deliverable 2c:** Updated Project Management Plan/Schedule: The Contractor will provide an updated project schedule if any changes to the approved base-lined schedule are needed. The Contractor must notify and obtain approval from DEP of changes affecting the schedule within two (2) business days of becoming aware of the change. The Contractor must re-baseline the schedule following DEP approval of any project change requests.

**Date Due:** Notification due within two business days of identifying need for change, updated project plan due within twenty-four hours of DEP approval of change

**Performance Measures:** The project management plan developed under paragraph 1 above will establish the schedule for status meetings for paragraph 2 activities. Delivery of the required status reports, meeting minutes and updated project management plan/schedule updates must meet the deliverable timeframes established under paragraph 2. The Department shall have two (2) business days to review these documents following receipt/meetings to provide feedback to the Contractor. Contractor must respond to issues raised by the Department within two (2) business days. The Department's approval of the deliverables described above must be provided before the Contractor takes any further action on the project. Email transmission of the deliverables are acceptable for paragraph 2 activities.

### 3. System Configuration, Data Migration & Testing

The Contractor will setup, configure, and test the system within the DEP environment to ensure the system is functional and operational according to the Technical & Functional Requirements contained in Section 7. The Contractor will also migrate relevant data from any systems to the COTS solution. The Contractor will also provide a user acceptance test plan and associated test cases such that the DEP system administrators can execute each test case and confirm that the system is fully functional prior to system acceptance/sign-off.

#### Deliverables:

**Deliverable 3a:** Data Migration Plan and Migration Tasks – Migration of legacy system data to COTS solution. This includes mapping relevant data from the current SRF system to the new COTS solution, and providing migration activities to extract, transform (if needed) and load data from the existing legacy system(s) to the new COTS solution. The Contractor will work with DEP program and technical staff to determine what relevant data needs to be migrated to the new COTS solution.

**Date Due:** The due date for this deliverable will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Deliverable 3b:** User Acceptance Test Plan & Test Cases: The Contractor will create the User Acceptance Testing plan and test cases that cover, at a minimum, all requirements specified in **Section 7: System/Service Capabilities Response Form**, submit to DEP for approval, and assist with testing and resolution of issues. The Contractor recognizes that during the testing phase, the Department will use the recommended steps in the plan as well as off-script testing to confirm product functionality. The Contractor must execute all test cases and provide documentation of the success of each test case before System Acceptance/Sign-Off begins.

**Date Due:** The due date will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Deliverable 3c:** System Acceptance/Sign-Off: After DEP has successfully executed all test cases and has determined the system is ready to move to production use, DEP will formally accept and sign-off on the system/service. The DEP will have thirty (30) calendar days to complete this testing. The Contractor will correct any items noted from the DEP testing of the system within fifteen (15) calendar days of DEP notification of issues. Confirmation by the DEP of all corrections/modifications will be required prior to final acceptance.

**Date Due:** The due date will be established by Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Performance Measure:** The Contractor must provide the deliverables identified under paragraph 3.02 on or before the established due dates in the approved project management plan/project schedule. Acceptance by the Department of the deliverable will be based on confirmation by the Department that the deliverables meet the minimum requirements established in this Contract. The Department shall review deliverables submitted within fifteen (15) calendar days of receipt to confirm that they meet the requirements of the Contract. Written acceptance or notice of deficiencies will be provided to the Contractor via email with Contractor action to correct within five (5) business days.

### 4. System Documentation and Training

The Contractor will provide both end-user and system administration documentation (manuals, user guides, etc.), which shall be available online.

The Contractor will provide, at a minimum, 8 hours of in-person or web-based live training for ePermitBuilder system administrators and core system users. This will include instructing them on system functionality, system operation, configuration settings, troubleshooting and other basic system support functions. The Contractor will also provide, and DEP will approve prior to training, a training plan that identifies the training approach, schedule and training materials that will be provided, such as user guides, system documentation, etc.

**Deliverables:**

**Deliverable 4a:** System Documentation: The Contractor will provide, at a minimum, end-user and system administration manuals. These shall be available online for system users and administrators.

**Date Due:** The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Deliverable 4b:** Training Plan: The Contractor will provide a training plan specifying the training approach, schedule and materials that will be provided during training, such as user guides, system documentation, etc.

**Date Due:** The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Deliverable 4c:** Training Services: The Contractor will provide all training identified in the training plan to designated DEP Staff. All materials used during training will be provided to DEP in electronic format. The Contractor will provide rosters of all DEP Staff who complete the training.

**Date Due:** The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.

**Performance Measure:** The Contractor must provide the deliverables identified under paragraph 4 on or before the established due dates. Acceptance by the Department of the deliverable will be based on confirmation by the Department that the deliverables meet the minimum requirements established in this Contract. The Department shall review deliverables submitted within five (5) business days of receipt to confirm that they meet the requirements of the Contract. Written acceptance or notice of deficiencies will be provided to the Contractor via email with Contractor action to correct within five (5) business days.

5. **Ongoing System licensing, support and maintenance costs (if externally software as a service solution)**

Depending on the solution selected (On-Premise or Software-as-a-Service), after DEP approval of all Deliverables, Contractor may begin submitting annual invoices for the ongoing system licensing, support and maintenance fees. Depending on the Payment of submitted invoices is contingent upon complying with terms of the Contract and **Service Level Agreement** provided in **Exhibit A**.

**Deliverable 5:** Annual service licensing, hosting and maintenance services.

**Date(s) Due:** The beginning date of each state fiscal year as negotiated.

**Performance Measures:** Request for payment must be received no later than 30-calendar days prior to the beginning of each defined service period and must be adjusted to address any reductions resulting from discounts established in this Contract. In addition, extensions of the service period may be warranted based on financial consequences established in the Contract. Ongoing use of the Contractor's system is subject to continued satisfactory performance of the system, and subject to the Service Level Agreement provided in **Exhibit A**.

**6. Ongoing System licensing, support and maintenance costs (if On-Premise solution)**

After DEP approval of all Deliverables, Contractor may begin submitting annual invoices for the ongoing system licensing, support and maintenance fees.

- Deliverable 6:** Annual product licensing, support and maintenance services.
- Date(s) Due:** The beginning date of each state fiscal year as negotiated.

**Performance Measures:** Request for payment must be received no later than 30-calendar days prior to the beginning of annual service period and must be adjusted to address any reductions resulting from discounts established in this Contract. In addition, extensions of the service period may be warranted based on financial consequences established in the Contract.

**7. Task Order-Based Hourly Consulting Services (as needed)**

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

A ceiling price for each task order will be negotiated and documented in the task order for any custom work in line with the scope of the project. Hourly rates shall be at or below Contractors rates specified in Section 8.00 – Response Form.

**Date Due:** The due date will be established by Department’s approved task order. Adjustments to the due date will be handled by demonstration of the Department’s written acceptance of an updated task order.

**Performance Measure:** The Contractor must provide the deliverables specified in the Department approved issued task order, on or before the established due dates in the approved task order. Acceptance by the Department of the deliverables will be based on confirmation by the Department that the deliverables meet the minimum requirements established in this Contract and associated task order. The Department shall review submitted deliverables within the time period specified in the task order. Written acceptance or notice of deficiencies will be provided to the Contractor via email with Contractor action to correct within five (5) business days.

**8. Closure Phase (Exit Transition Services)**

The Closure Phase is concerned with an orderly transition, at the end of the Contract, of Primary accountability of Activities from the Contractor to another entity, whether that is the Department or subsequent Vendor. Closure occurs prior to the end of the Contract, but after the Department has notified the Contractor that the Closure phase is initiated. The Closure phase begins with the Department notifying the Contractor of the need to begin the exit transition period. The Department will provide a minimum of thirty (30) and a maximum of ninety (90) calendar days’ notice prior to the beginning of the Transition period. The exit transition period will last no more than six (6) months.

To the extent required by section 119.0701, Florida Statutes, all exit transition services required by the Closure phase shall be at no additional charge to the Department.

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

The Transition Plan shall include, at a minimum:

- Schedule with Key Activities during the transition period;
- A plan for transition of resources for the Contractor and the Department;
- A communication plan for transition;
- Transition of any government property provided to contractor (this property may include hardware such as laptops/PCs, and security badges);
- Other required service operation transition services, including knowledge transfer,
- Transition of any User Accounts and Passwords;
- Digital/Data assets transference in a non-proprietary format;
- Steps, measures, and controls that will be employed by the Contractor to prevent disruption of services during the Transition period; and
- Handover and Acceptance

**Responsibility Summary: Closure Phase**

TASK	CONTRACTOR ACCOUNTABILITY	DEPARTMENT ACCOUNTABILITY
Provide written notice to the Contractor of the commencement of the Closure phase, providing the required notice period prior to the start of the transition period.	N/A	Sole
Develop and write the Exit Transition Plan, including handover of all Annual Support and Service Request Activities and orderly completion or closure of active Variable Enhancement Projects where applicable.	Primary	Secondary
Provide Department with the current items including processes, documentation, and standard operating procedures in use by the Contractor.	Primary	Secondary
Train incoming staff (whether Department Staff or a subsequent Contractor) in the execution of all Activities in which the Contractor is Primary, in a reverse on-boarding process.	Primary	Secondary
Fully participate in all necessary meetings, planning, training, co- performance necessary to successfully transition Contract responsibilities from Contractor to subsequent entity.	Primary	Secondary

**4.03. Service Level Agreement (for Hosted/Software-as-a-Service Cloud-Based Solution)**

Through the Contract negotiations process, the Contractor and Department agreed to the performance level established in the **Service Level Agreement** provided as **Exhibit A**. System performance Issues arising under this Contract, following the system “Go-Live” date shall be in accordance with **Exhibit A**.

**4.04. Terms and Definitions.**

TERM	DEFINITION	CATEGORY
Appendices	Supplemental information referenced in and issued with a permit which are an enforceable part of the permit.	General Business Terms
Agency	The State of Florida Department of Environmental Protection	General Business Terms

TERM	DEFINITION	CATEGORY
Agent	A person outside of a regulated entity who has been given the authority to speak on behalf of the regulated entity.	General Business Terms
Applicant	Person who is a part of a regulated entity and has the authority of that regulated entity for things such as signing and submits an application.	General Business Terms
Application	Submittal to the department for a permit. Includes the application form and may include a fee, supplemental documents, signatures, professional seals, etc. as required for that permit type.	General Business Terms
Application Subtype	Two digit designation which describes the specific type of permit being applied for. For example: TO = transfer of ownership, TX = time extension.	General Business Terms
Application Type	Two letter designation which gives the general description of program and general permit being applied for or changed. For example, WT = waste tire, AC = Air construction permit, SO = solid waste operation permit.	General Business Terms
ARMS	Air Resource Management System - database of the point locations of facilities which have requested air permits from FDEP.	Systems/IT Terms
Attachments	Supplemental information referenced in and issued with a permit which are for reference only.	General Business Terms
BCMS	Beaches and Coastal Management Systems (BCMS)	Systems/IT Terms
Build permit process	The process which starts when the application is deemed complete to the first formal permit agency action (Notice of Intent, Notice of Draft Permit, or Notice of Final Permit). This time period includes the processor creating the permit for review, the technical and/or DOA review, and the optional curtesy review by the applicant.	General Business Terms
CCCL	Coastal Construction Control Line (CCCL) Permits are generally required for siting and construction of structures and related activities within a defined area of jurisdiction (CCCL) to prevent destabilizing impacts to the beach and dune system	General Business Terms
CHAZ	COMET Hazardous Waste	Systems/IT Terms
COMET	Compliance & Enforcement Tracking System	Systems/IT Terms
CRA	Cash Receiving Application	Systems/IT Terms
CROMERR	EPA Cross-Media Electronic Reporting Regulation (CROMERR).	General Business Terms
CROMERR Compliant	When a database meets the standards set forth by EPA and is compatible with EPA databases.	



TERM	DEFINITION	CATEGORY
Courtesy Draft Review	When the build permit process has finished the internal review but before becoming an agency action, the final internal draft permit may be sent to the applicant for a courtesy review.	
DARM	Division of Air Resource Management	General Business Terms
Department	The State of Florida Department of Environmental Protection	General Business Terms
DMR	Discharge Monitoring Reporting	General Business Terms
DOA (Delegation of Authority)	The DOA is an Administrative Directive to establish the signature authority for Department actions.	General Business Terms
DOPPLER	Nightly snapshot repository.	Systems/IT Terms
Draft permit	The version of a permit which has finished internal department review and is being presented to outside agencies for comment.	General Business Terms
EPSAP	DARM web application (Air) Electronic Permit Submittal and Processing System - accepts permit application online	Systems/IT Terms
ERP	Environmental Resource Permitting (ERP) Program. Authorizes new development or construction activities to occur in a manner that will prevent adverse flooding, manage surface water, and protect water quality, wetlands, and other surface waters. Regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate stormwater runoff from upland construction, as well as dredging and filling in wetlands and other surface waters.	General Business Terms
ERPCE	ERPCE (Environmental Resource Permitting- Compliance/Enforcement): The compliance and enforcement tracking system for the Environmental Resource Permitting group within the Division of Water Resource Management.	Systems/IT Terms
ESSA	Electronic Self-Service Authorizations	Systems/IT Terms
FDM Database	FIESTA Data Management - Master Facility and Affiliation data store (Oracle) for some Program Areas	Systems/IT Terms
FIESTA	Florida Integrated Environmental System Today	Systems/IT Terms
FIRST	Florida Inspection Reporting Storage Tanks	Systems/IT Terms
General Conditions	Set of requirements applicable to all permits for a specific program(s) which are generic in nature; i.e. are not related to the facility/site itself in any way.	General Business Terms
HWRS	Hazardous Waste Regulation System	Systems/IT Terms
Intent	The department formal agency action to alert the public of the department's intent to issue a permit. This action starts the petition period for the public and applicant.	General Business Terms

TERM	DEFINITION	CATEGORY
Internal draft permit	The version of a permit which is in the process of being reviewed internally within the department.	General Business Terms
Issue	Final department action for a permit.	General Business Terms
JCP	Joint Coastal Permits are generally required for activities that extend seaward of mean high water, involve sovereign submerged lands and are likely to affect distribution of sand along the beach, including navigational dredging	General Business Terms
LCT	Legal Case Tracking	Systems/IT Terms
Library	Database housing of reference information needed for the permitting process. For example: templates, specific conditions, general conditions, fee schedules, etc.	General Business Terms
NOI (Notice of Intent)	The department's formal agency action to inform the public of the department's intention to issue a permit.	General Business Terms
NOP (Notice of Permit)	The department's formal agency action to issue a permit.	General Business Terms
NPDES	National Pollutant Discharge Elimination System Stormwater Permit Program	General Business Terms
OCULUS	The departments EDMS (Electronic Document Management System) and is the electronic repository for the storage of electronic public records for DEP.	Systems/IT Terms
PA	The Permitting Application (PA) provides flexible means to track through the life cycle of the permit requests processed by the Department Of Environmental Protection. PA tracks existing events and schedules upcoming events for each permit request logged as it moves through the permitting process. Templates Permit processing events are associated to a template type for workflow tracking	Systems/IT Terms
Partial RAI Response	Request for Additional Information: A submittal from an applicant which does not address every question asked in the corresponding RAI.	General Business Terms
Permit Builder	Permit Builder is an application that allows DEP permit writers to automatically draft domestic and industrial wastewater permits.	Systems/IT Terms
Permit Change	A project for a change (revision or Modification) to an existing (parent) permit.	General Business Terms
Permit Modification	For most programs, refers to a change made to the facility, usually a physical change.	General Business Terms
Permit Revision	For most programs, refers to a change made to the conditions of a permit.	General Business Terms
Pre-application	Discussions with a facility regarding a future application to determine the requirements of that future application submittal.	General Business Terms
Processor(s)	DEP staff responsible for the review of the application, drafting of documents and updating of databases related to permitting.	General Business Terms

TERM	DEFINITION	CATEGORY
Project	An application which has been accepted by the Department and assigned a number. An application is submitted to the Department and assigned a number, it then becomes a project; when the project goes through final agency action, it is now a permit.	General Business Terms
Proof of Publication	The notarized form from a newspaper describing the when, where and what was published to the public for an agency action.	General Business Terms
RAI (Request for Additional Information)	Document (letter) sent to an applicant with questions pertaining to their application. The date the letter is sent stops the application review event date.	General Business Terms
RAI Response	A submittal from an applicant which addresses all of the questions in the corresponding RAI.	General Business Terms
Reviewer	The person(s) who have DOA for that project.	General Business Terms
Significantly Deficient	An application submittal which does not contain the minimum requirements of a filled out and signed application and any required supplemental information.	General Business Terms
Specific Conditions	Set of requirements which are applicable to a specific facility/site; i.e. are directly related to the facility/site itself.	General Business Terms
STCM	(Tank Facilities) Storage Tank and Contamination Monitoring - Tracks petroleum storage tank registration, compliance and cleanup data	Systems/IT Terms
Stop Clock	An event in the permitting process which stops the time clock of an action.	General Business Terms
SWIFT	Solid Waste Information Field Tracking.	Systems/IT Terms
Technical expert	A department staff member who may or may not be a manager but is an expert in a specific program.	General Business Terms
Title V Permit	Title V is a term used to classify facilities that fall under the Federal program for major sources of Air Pollution under the 1990 Clean Air Act Amendments.	General Business Terms
UIC	Underground Injection Control	General Business Terms
WACS	Water Assurance Compliance System	Systems/IT Terms
WAFR	Wastewater Regulation System	Systems/IT Terms
Withdrawn applications	An action by the applicant to no longer pursue a permit for an open project.	General Business Terms

#### 4.05 Business Process

- A. Background. While the Department has implemented electronic permitting, there are multiple in-house applications that accept permit submissions and build permits. Our vision of enabling enterprise-wide e-permitting requires consolidating to a single public internet website (gateway) for all program areas (with the ability to process routine permits), supported by a single back-office permit builder application for more complex permit builds. Back-office activities are those actions performed after the application has been submitted and are typically performed by DEP staff and delegated entities.

The Department currently has an established in-house solution called ESSA (Electronic Self-Service Authorizations) that manages the public facing aspects of the permit application process, and for less complex permits, the build and issuance activities. Another system, EPSAP (Electronic Permit Submittal and Processing System), provides a web-based interface for applicants to submit permit applications and documents.

The work process for building complex permits that is the focus of this ITN is currently handled in a variety of ways. The next step in fulfilling our strategy of a cross-program enterprise ePermitting solution for the agency is planning the consolidation of the back-end complex permit build workflow into a single, powerful solution for constructing permits that require complex decision processes.

To support this strategy, we have analyzed the permit types and distributed them into difficulty levels (1-3) based on complexity (Figure 2 *High-Level Vision*). The **Title V air permits in Level 3 are the only permit types that are targeted for this ITN**. Title V permits include Air Construction, Air Operator, and Renewals with associated construction and modifications. Title V permit applications are submitted either by email/US Mail or through the EPSAP web interface.

Figure 3 and 4 (*High Level Paper-Based Permitting Process Model*) gives a high-level overview of all phases of the paper-based permitting process model. Although the full process is depicted to establish context, only the phases marked in-scope apply to this project.

- A: Pre-Application Process – Out of Scope
- B: Application Submittal Process for paper only – Out of Scope
- **C & D: Application Completeness Review – In Scope**
- **E: Build Permit Process – In Scope**
- **F: Format Agency Actions – In Scope**
- **G: Renewal Process – In Scope**

Using Figure 3 and 4 (*High Level Paper-Based Permitting Process Model*) for reference, Title V permits follow the following basic flow:

#### **Phase B: Application Submittal – Out of Scope**

- Permit application received (EPSAP web interface / email / US Mail).
  - EPSAP stores application package – (available for air permit doc search in ADH “Air Document Handling”)

#### **Phase C/D: Completeness Review**

- DEP staff and delegated entities archive documents in OCULUS and create project in the PA (Permitting Application) used for project/action tracking. A new facility is created in ARMS if none exists.
- A reviewer is assigned and performs a completeness review. Receipt notifications are issued to interested parties when applicable. Upon successful review, process continues to build phase.

#### **Phase E: Build Permit Process**

- The permit build process proceeds as described in Figure 3 and 4 (*High Level Paper-Based Permitting Process Model*). Activities include communications such as RAI (Request for Additional Information), and notices to applicant/related parties, EPA, and other interested parties. There are no fee activities associated with Title V processing although a \$0 balance and related fields are maintained for reporting purposes.
- The build process is an iterative formal review process with timed events. After all comments have been processed, reviews closed, and each time clock have been met, the permit is finalized.
- An optional courtesy non-agency action review process with the applicant and other Shareholders may also be performed (i.e., EPA, local government, etc.).

#### **Phase F: Formal Agency Action**

- Documents are issued for each stage during this process and go through multiple formal comment periods.

- Documents are signed (multiple signatures) clerked (filed/distributed). Source documents for the permit are retained (for reuse) and PDF copies are published to OCULUS (DEP Electronic Document Management System). Any documents coming into the process or sent to external parties are published in OCULUS.
- Permit data including conditions, reporting requirements, emission limits, process limits, facility location updates (if any), and regulations applicable to the permit are stored in ARMS (Air Resource Management System).
- Processor fills out a Permit summary in ADH (Air Document Handling). The permit documents are then zipped and published to ADH. ADH creates a 2<sup>nd</sup> zip file copy containing PDF versions of all documents. This zip file and permit summary data is then available to public search and download via the Air Permit Document Search web page. EPA uses this site to review Title V summary data and may download appropriate documents for review and comment.

#### **Phase G: Renewal Process**

- Renewal permit reminders are generated (via template) and sent.

#### **Key Systems for Title V Processing**

- PA - Repository for all permit projects and action/status tracking.
- ARMS - Permit data including conditions, reporting requirements, emission limits, process limits, facility location updates (if any), and regulations applicable to the permit are stored in ARMS.
- OCULUS – Repository for all documents.
- ADH –Has user interface for submitting permit summary and publishing final documents for access by the public.

Figure 2. High-Level Vision

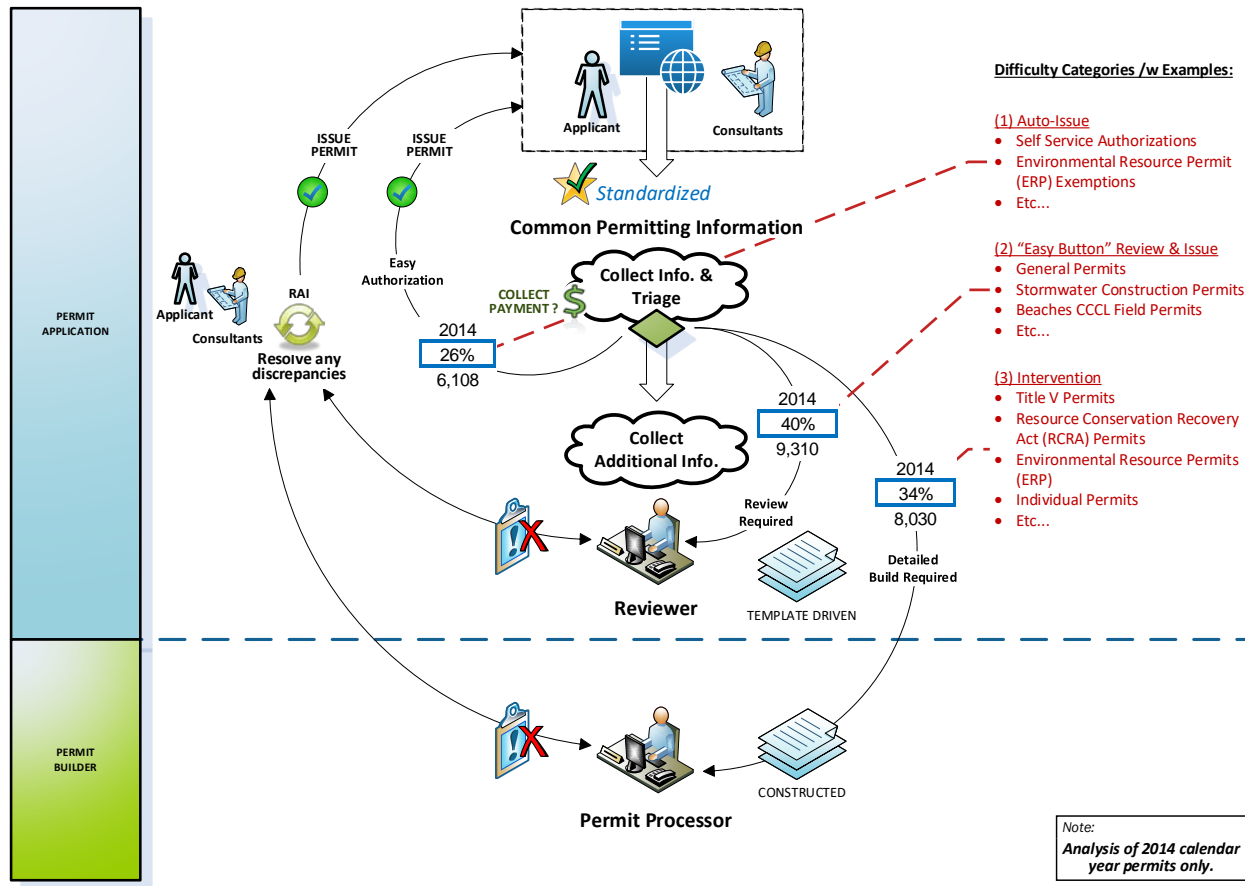
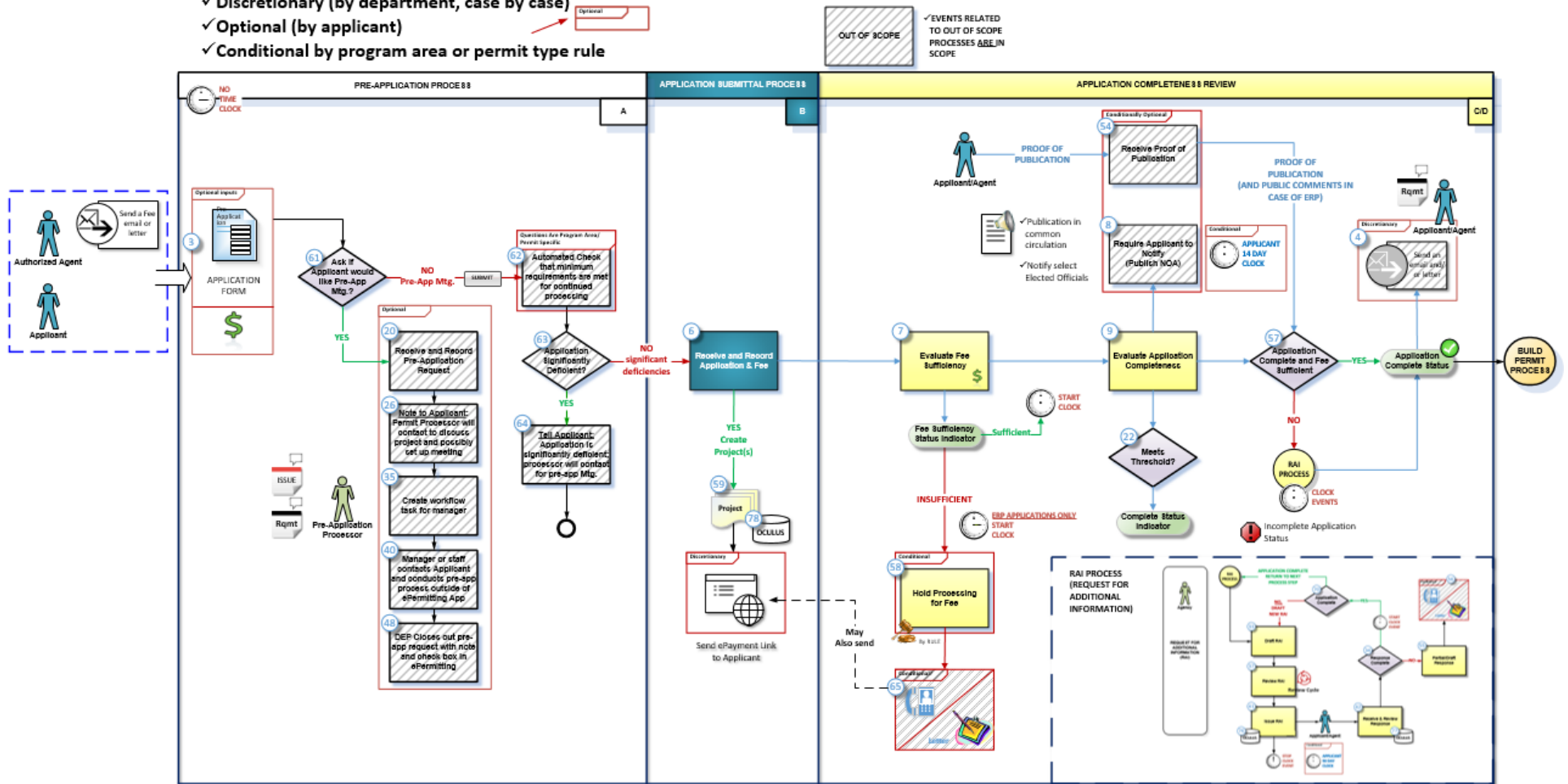


Figure 3. High Level Paper-Based Permitting Process Model - Pt1

**Standard Terms for Optionality:**

- ✓ Discretionary (by department, case by case)
- ✓ Optional (by applicant)
- ✓ Conditional by program area or permit type rule

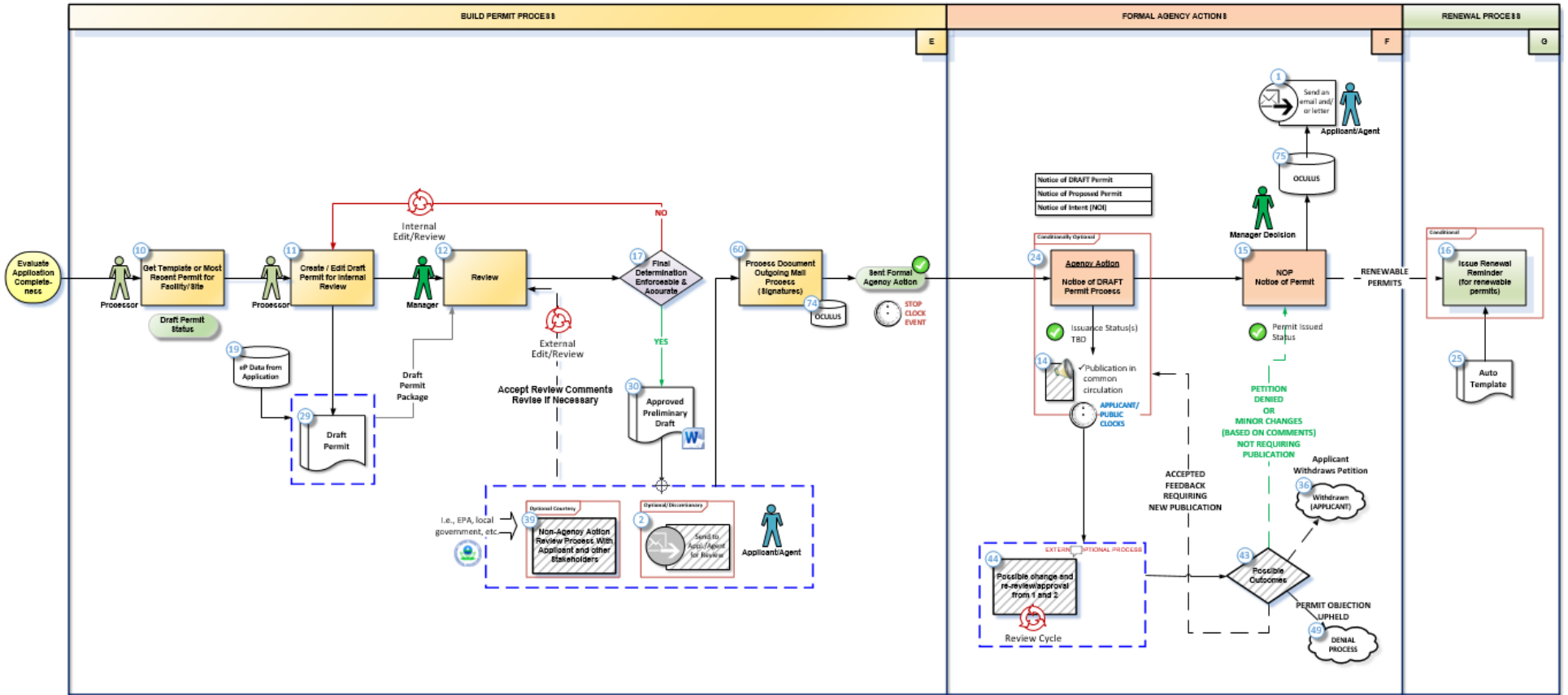


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**Figure 4. High Level Paper-Based Permitting Process Model - Pt2**

Events:  
Withdraw Application (Applicant) | Deny / Issue Application (Agency)

INFORMAL PERMIT PROCESSING      FORMAL AGENCY ACTION -  
INTERNAL      EXTERNAL



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**4.06. Application Architecture.** The architecture environment surrounding permitting is documented in Figure 5 (*High Level Architecture – Current State*). Note that not all details are included but rather the most significant interfaces and systems elements to give an idea of the key interfaces and applications in the architecture.

Brief Architecture FAQs:

- **ESSA** is the front-end permit processing portal for DEP; this will not change. ESSA processes Level 1 & 2 permits to completion and logs activities in the Permitting Application (PA).
- **PA** is the sole source for tracking activities for permit processing. Permit Processors enter paper based information via Oracle forms, construct permits manually via templates, and manage workflow event statuses through PA. Any ancillary application or process that changes the status of a permit will also update PA so it is kept current. It is intended that PA will continue to serve as the sole source for accurate permitting information.
- **Oracle** is the backend relational database environment for all data.
- **FDM/ME** is the Agency repository for most of the facility and managed entity information (facilities, people, and organizations); not all program areas were converted to FDM so there are multiple sources that must be queried for Facility data. The COMET (Compliance & Enforcement Tracking System) and ARMS (Air Resource Management System) applications contain additional facility definitions.
- **COMET** is used for compliance & enforcement; there are other compliance and enforcement applications but COMET is the primary C&E for multiple program areas.
- The existing **Permit Builder** application (bottom right of Figure 5 *High Level Architecture – Current State*) built in 2009, is used only by the WAFR (Wastewater Regulation System) program area. This application facilitates building the complex Industrial and Domestic Wastewater (IW/DW) permit documents. Processors select a project from PA, search/select existing facility from WAFR, retrieve and add monitoring sites from/to WAFR, upload the project and monitoring parameters to WAFR Legal, upload limits to WAFR, build the permit, upload final document to **OCULUS (departments electronic document management system)**, records Agency action in PA, and closes the project. This is important as it illustrates the type of interfaces expected of the new solution.
- **EPSAP** -Electronic Permit Submittal and Processing System; provides industrial facility owners / operators the ability to submit permit applications electronically. EPSAP receives and processes some Title V permits; updating information in PA where further actions are tracked.
- **DOPPLER** - All permit status information is uploaded to DOPPLER repository nightly for reporting and dashboard functionality.

**4.07. Appendix.** Please reference additional information in the following appendices (also referenced in the requirements tool):

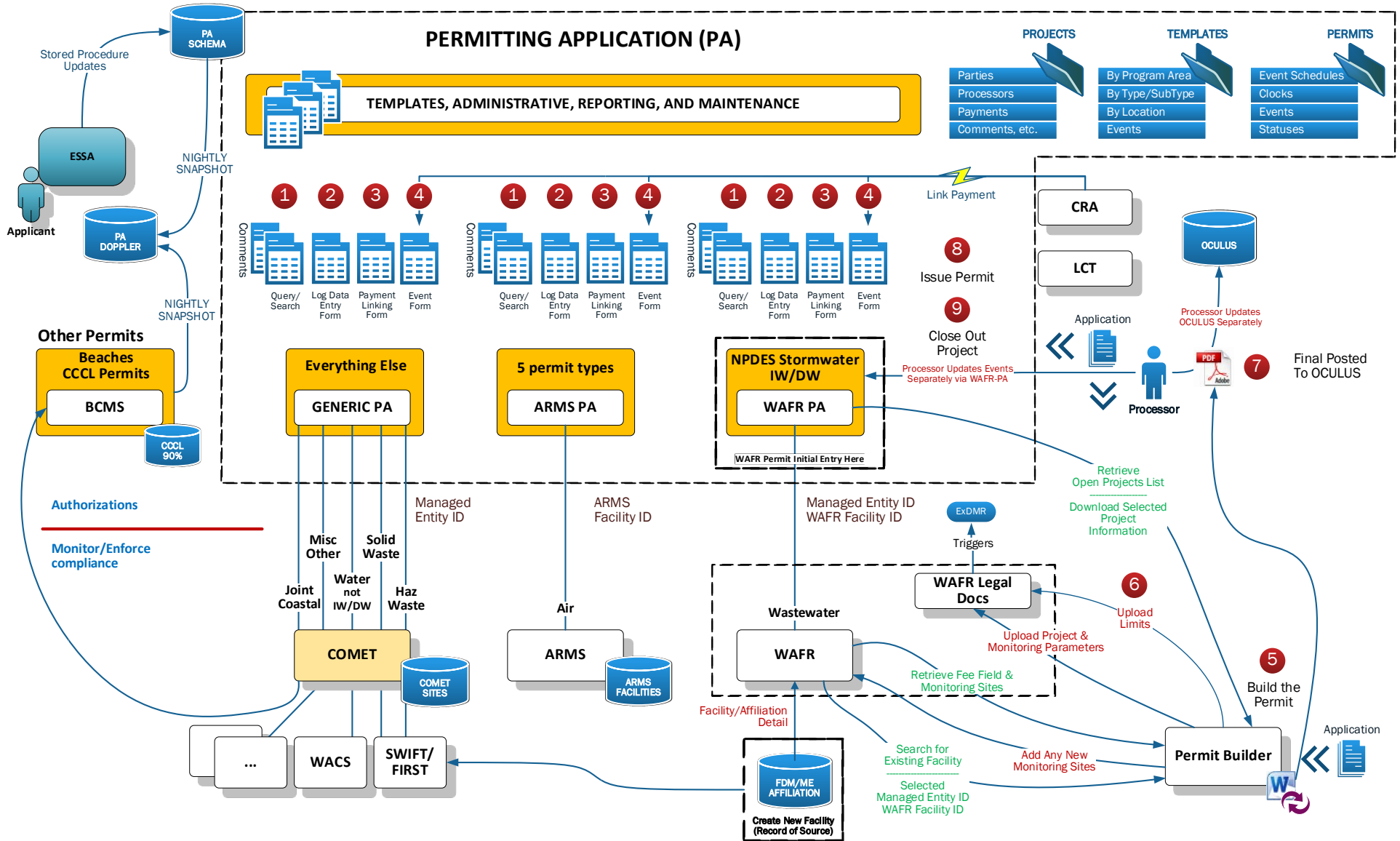
- Appendix A – Permit Samples
- Appendix B – Permit Metrics
- Appendix C – Permit Templates Identify Guidelines DRAFT
- Appendix D – PDF of all Diagrams

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## APPENDIX A SAMPLES

File Name	Description	File Type	Size
APP-A.01-AC Public Notice.pdf	Air Construction permit public notice document which is the language that the applicant needs to publish in the newspaper. This document is sent to the applicant as a word document for their use.	.pdf	206
APP-A.02-AC Draft Permit (NOI) cover letter.pdf	Cover letter for a draft/NOI air construction permit.	.pdf	92
APP-A.03-AC Draft Permit (NOI).pdf	An air construction draft/NOI permit.	.pdf	103
APP-A.04-AV Appendices.pdf	Appendices which are part of an air Title V permit.	.pdf	220
APP-A.05-AV Final Determination.pdf	An air Title V permit determination memo which gets created and sent with the draft/NOI permit package.	.pdf	200
APP-A.06-AV Final Permit.pdf	An air Title V final permit.	.pdf	3,396
APP-A.07-AV Statement of Basis.pdf	An air Title V statement of basis which is created by the processor and provided as part of the draft/NOI permit package to the applicant.	.pdf	157
APP-A.08-1st RAI Template.docx	1st RAI template form used by a processor to create an RAI. Header must be auto populated for the correct District/Division.	docx	48
APP-A.09-2nd RAI Template.docx	2nd RAI template form used by a processor to create a 2nd RAI. Header must be auto Populated for the correct/District/Division.	docx	60
APP-A.10-Application Complete Template.docx	Application complete letter template used by a processor to create an application complete letter (which is optional).	docx	742
APP-A.11-App Complete Template-INSTRUCTIONS.docx	Application complete template instructions to guide the processor in when and how to use the application complete letter template.	docx	372
APP-A.12-Partial RAI Response Template.docx	Partial RAI response template used by a processor to create a partial RAI response to the applicant.	docx	199
APP-A.13-RAI Template-INSTRUCTIONS.docx	RAI template instructions to guide the processor in when and how to use the various RAI templates.	docx	386
APP-A.14-example RAI.docx	Example of an RAI.	docx	1,938
APP-A.15-example Application Complete Letter.docx	Example of an application complete letter.	docx	36

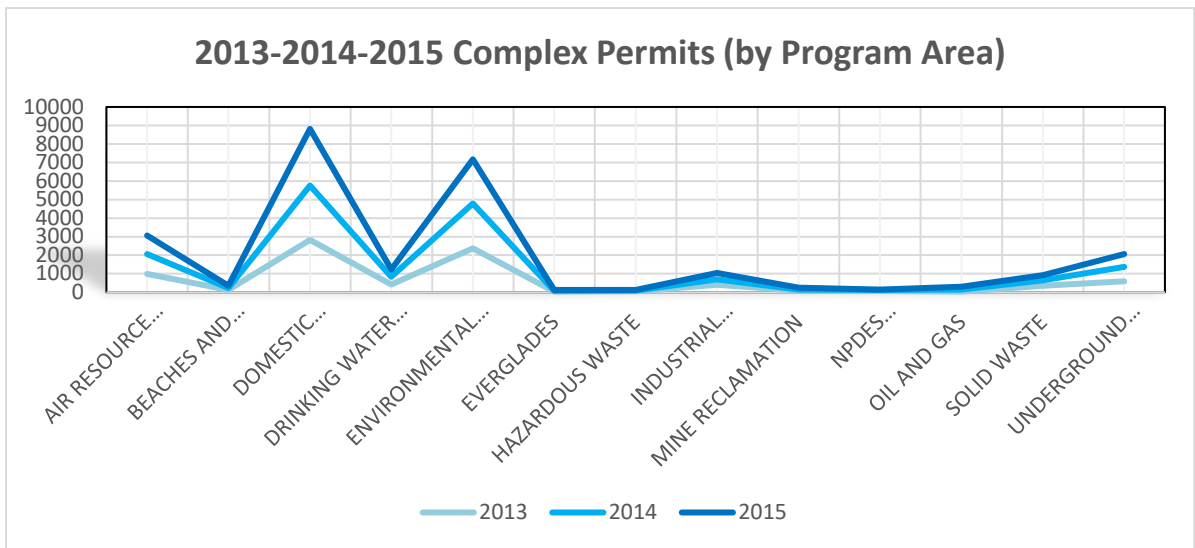
Figure 5. High Level Architecture - Current State



**4.08. Permit Structure and Metrics.** In PA, permits, projects, and events comply with the following basic structure:

- Permits are associated with projects.
  - A project may involve one or more program areas (i.e., as in the case of multi-media permits).
  - Permit applications are associated with a facility that has a GIS location, contacts (affiliations), and other data.
  - Facility source data location depends on the program area.
  - Required and optional events and timer workflow are assigned to a permit based on program area and permit type/subtype.
  - Monitoring parameters based on the issued permit are transferred to the program area specific compliance and enforcement application database.
- B. Overall – All Permits (difficulty levels 1, 2, and 3)
- The PA database consists of around **513,567** permit records, **1,969** of which have an “Open” status.
  - There were approximately **24,000** permits processed in calendar year 2015.
- C. Complex Permits (difficulty level 3)
- There are 540 types/subtypes but only **359** are **considered complex and will be the focus of the new system.**
  - As illustrated in Figure 2 (*High Level Vision*), complex permits make up about 34% of the permits processed in 2015 (~**8,600** permits).
  - There were approximately **24,000** permit Agency actions in 2015 (as recorded in PA). The graph below shows the trend in complex permits over the past 3 years.

**Figure 6. Complex Permits - 3 Yr Count**



- o A count of complex permit type/subtypes for each Program Areas follows along with the total permits processed for these in 2015.

**Table 1. Number of 2015 Complex Permit Types per Program Area**

<b>PROGRAM</b>	<b>Complex Permit Types/Subtypes</b>	<b>2015 Permit Counts</b>	<b>% of Total</b>
DOMESTIC WASTEWATER PROGRAM	47	3059	35.52%
ENVIRONMENTAL RESOURCE PERMITTING	80	2371	27.53%
AIR RESOURCE PERMITTING	31	996	11.56%
UNDERGROUND INJECTION PROGRAM	32	703	8.16%
DRINKING WATER PROGRAM	27	384	4.46%
INDUSTRIAL WASTEWATER PROGRAM	44	351	4.08%
SOLID WASTE	34	281	3.26%
OIL AND GAS	6	162	1.88%
BEACHES AND COASTAL SYSTEMS	18	108	1.25%
MINE RECLAMATION	8	92	1.07%
EVERGLADES	17	48	0.56%
HAZARDOUS WASTE	12	39	0.45%
NPDES STORMWATER PROGRAM	3	19	0.22%
<b>Grand Total</b>	<b>359</b>	<b>8613</b>	<b>100.00%</b>

PHASE II: License and Maintenance Portion

To be negotiated based on the provided license agreements and the service level agreements.



## **SECTION 5.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)**

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

### **Contents**

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

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
  - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
  - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
  - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
  
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
  
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
  
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
  - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
  - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
  - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
  - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the



Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

- (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
  6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
  7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
  8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
  9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
  10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
  11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
  12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect

the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

**CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due

to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, F.S. and Section 216.347, F.S., the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- 19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a

Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

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

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

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

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

- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not

terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to

be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

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

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

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

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from

the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

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## SECTION 6.00 – SPECIAL CONDITIONS

**6.01. Additional Quantities.** For a period not exceeding the term of this Solicitation, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms, and conditions.

**NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Paragraph 5, Additional Quantities.**

**6.02. Additions or Deletions.** During the term of the contract resulting from this Solicitation, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items or services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and contractor. Prices of added or revised items shall be mutually agreed upon by the Department and contractor.

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

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

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

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

A. If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this Contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall, subject to the concurrence of the Contract Manager, promptly replace personnel with personnel of equal ability and qualifications.

B. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contract Manager. The Contract Manager shall promptly notify the Contractor of approval or disapproval in writing.

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

**6.06. Increase in Fees for Maintenance and/or Hosting.** The Contractor may request a one-time increase to their renewal pricing for maintenance and/or hosting fees at the end of the initial five-year maintenance agreement of up to five percent. The Department may grant the increase or a portion of the increase, at its sole discretion, if it determines that such an increase is equitable based on changes in technology during the intervening period.

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## SECTION 7.00 – SYSTEM/SERVICE CAPABILITIES REPLY FORM

The capabilities that Respondents must address are included in the Section 7 Excel workbook. A screenshot is included at the end of this section.

### **Workbook Instructions:**

The purpose of the workbook is to convey high-level requirements for a complex permit builder and collect Respondents reply. Acronyms and terms used in the ITN are also included on a separate tab for convenient reference.

Only specific areas of the spreadsheet are open for input and most of these have help comments and/or validation rules to assist with response entry. Additionally, a hyperlinked table of contents is provided at the top of the requirements page to assist with navigation.

### **Columns:**

**Column A** Unique ID column - unique number for reference purposes.

**Column B** Requirements column - contains ITN requirement statements, explanations, questions, section headings, and Table of Contents links.

**Column C** **REPLY** - used to collect Respondent replies. In most cases the Respondent must choose from a drop-down list of pre-designated replies.

#### **Yes/No Questions:**

Please enter/select:

1. No
2. Yes
3. N/A

Use the "Respondent Explanations" column to expand your answer with more detail

#### **Solution Fit Questions:**

Please enter/select:

1. Solution does not support
2. Custom feature (/w cost)
3. 3rd party product (/w cost)
4. Configuration option (/w cost)
5. Configuration option (NO cost)
6. Fully supports out of box
7. N/A

A LEVEL OF EFFORT must also be selected.

#### **Text Replies:**

Reply to the question by entering the required information.

**Column D** **LEVEL OF EFFORT**


Please enter/select:

- A. Trivial (less than 8 hours)
- B. Low (8-20 hours)
- C. Medium (20-80 hours)
- D. High (greater than 80 hours)
- E. N/A

Use the Pricing Sheet to quote cost

**Column E** Respondent Explanation column - is used to receive all variable, free form Respondent explanations and expansions regarding the responses entered in the Response column.

Figure 7. Excel workbook (screenshot)

 <b>DEP Enterprise ePermitBuilder</b> A smarter, simpler way to write a consistent permit statewide				
SECTION 7.00 – SYSTEM/SERVICE CAPABILITIES REPLY FORM Requirements – (place cursor in desired cell for additional HELP)				
		REPLY	LEVEL OF EFFORT (Cost estimates are entered on Pricing Sheet)	RESPONDENT EXPLANATIONS (Free-form additional detail)
7.0.0.1	7.01 INTRODUCTION	No Entry Req.	No Entry Req.	
7.0.0.2	7.02 GLOBAL	No Entry Req.	No Entry Req.	
7.0.0.3	7.03 PERMITS	No Entry Req.	No Entry Req.	
7.0.0.4	7.04 REPORTING	No Entry Req.	No Entry Req.	
7.0.0.5	7.05 CONTENT MANAGEMENT	No Entry Req.	No Entry Req.	
7.0.0.6	7.06 DOCUMENT MANAGEMENT	No Entry Req.	No Entry Req.	
7.0.0.7	7.07 USER DEFINED FEATURES	No Entry Req.	No Entry Req.	
7.0.0.8	7.08 USER DEFINED FIELDS	No Entry Req.	No Entry Req.	
7.0.0.9	7.09 DASHBOARD FUNCTIONS - INFORMATIONAL PURPOSES ONLY	No Entry Req.	No Entry Req.	
7.0.0.10	7.10 PROCESS CUSTOMIZATION	No Entry Req.	No Entry Req.	
7.0.0.11	7.11 PROCESS CUSTOMIZATION - FOR INFORMATIONAL PURPOSES ONLY	No Entry Req.	No Entry Req.	
7.0.0.12	7.12 OPERATING SYSTEM SUPPORT	No Entry Req.	No Entry Req.	
7.0.0.13	7.13 EXTERNAL SYSTEM INTEGRATION	No Entry Req.	No Entry Req.	
7.0.0.14	7.14 WEB ENABLED FUNCTIONS	No Entry Req.	No Entry Req.	
7.0.0.15	7.15 WORK FLOW TOOL	No Entry Req.	No Entry Req.	
7.0.0.16	7.16 SERVICE LEVEL REQUIREMENTS	No Entry Req.	No Entry Req.	
7.0.0.17	7.17 DATA CONVERSION & MIGRATION	No Entry Req.	No Entry Req.	
7.0.0.18	7.18 SYSTEM SUPPORT	No Entry Req.	No Entry Req.	
7.2.1.3	Email notification?			
7.2.1.7	Does the Respondent have easy access to all active alerts? Please describe how and where access is enabled in the Respondent Explanations column.		No Entry Req.	
7.2.1.8	Does the proposed system provide the ability to alert people when their participation is required in a business process?		No Entry Req.	
7.3.0.0	<b>7.03 PERMITS</b>	No Entry Req.	No Entry Req.	
7.3.1.0	<b>7.03.01 Libraries</b>	No Entry Req.	No Entry Req.	
7.3.1.1	Can the library of General Conditions be organized by Program Area?			
7.3.1.2	Can libraries originally installed separately be merged into one?			
7.3.1.3	Can the library structure (taxonomy) be Agency defined?			
7.3.1.4	Can staff create new templates/conditions and make changes to existing templates/conditions without Respondent/programmer involvement?			
7.3.1.5	Can the library contain multiple permit templates categorized by application type/subtype?			
7.3.1.6	Can the library of terms/conditions be searched by type/subtype for inclusion in the draft document and for building a template?			
7.3.1.7	Can the entire library content be searched using key words and wild card?			
7.3.1.8	Can more than one library (repository) be queried simultaneously?			
7.3.1.9	Can the library have multiple security levels to restrict who has change authority and the type of access allowed (add/deleted/update/archive)?			
7.3.2.0	<b>7.03.02 Projects</b>	No Entry Req.	No Entry Req.	

Available in Excel format upon email request to the Procurement Officer listed in Section 1.02 of the ITN document.

## **SECTION 8.00 – RESPONSE FORM**

Select the appropriate Response form for the solution you are bidding on. Each section for the proposed must be completed on the “Response Form” or the proposal shall be deemed non-responsive and rejected.

**The Deliverables total will be added to the solution total to arrive at a GRAND total for the proposed solution.**

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**RESPONSE FORM for SAAS**

**SAAS SOLUTION DELIVERABLES**

<b>DELIVERABLE NUMBER</b>	<b>MAJOR DELIVERABLE</b>	<b>DUE DATE</b>	<b>ORIGINAL CONTRACT TERM PRICE FOR SAAS SOLUTION</b>
<b>PART I</b>			
1	Project Management Plan and Schedule	10 business days following Contract Execution	\$
2a	Weekly Project Status Meetings and Reports	Weekly within 4 hours prior to each meeting	\$
2b	Status Meeting Minutes	Weekly, within two business days following each project status meeting	\$
2c	Updated Project Management Plan/Schedule	Notification due within two business days of identifying need for change, updated project plan due within twenty-four hours of DEP approval of change	\$
3a	Data Migration Plan and Migration Tasks	The due date for this deliverable will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
3b	User Acceptance Test Plan & Test Cases	The due date will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
3c	System Acceptance/Sign-Off	The due date will be established by Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
4a	System Documentation	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.	\$
4b	Training Plan	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's	\$

DELIVERABLE NUMBER	MAJOR DELIVERABLE	DUE DATE	ORIGINAL CONTRACT TERM PRICE FOR SAAS SOLUTION
<b>PART I</b>			
		written acceptance of an updated project management plan	
4c	Training Services	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
5	Annual service licensing, hosting and maintenance services	The beginning date of each state fiscal year as negotiated	\$
6	Annual product licensing, support and maintenance services	The beginning date of each state fiscal year as negotiated	\$
<b>SAAS DELIVERABLE TOTALS: (Carry forward to "DELIVERABLES TOTAL" row)</b>			\$
			<b>SAAS SOLUTION</b>

FOR 100 AUTHORS	INITIAL CONTRACT TERM PRICE	RENEWAL CONTRACT TERM PRICE
<b>CLOUD / SOFTWARE AS A SERVICE SOLUTION</b>		
Initial (one time) Configuration / Implementation Cost (1)	\$	<Provide the names of key solution components that need to be installed>
Subscription Cost for 100 Authors	\$	\$
Subscription Cost (if any) for Reviews / Approvers	\$	\$
Test and System Validation (2)	\$	
Data Conversion/Migration (3)	\$	
Additional Ongoing Yearly Costs (4)	\$	\$
Additional Ongoing Monthly Costs (5)	\$	\$
<b>SAAS SUB TOTAL:</b>	\$	\$
<b>SAAS DELIVERABLES TOTAL:</b>	\$	\$
<b>SAAS GRAND TOTAL **:</b>	\$	\$

\*\*This figure will be used for awarding cost points for the SaaS Solution.

*Notes:*

- (1) Enter the TOTAL, all-inclusive cost of all software installation tasks required before any and ALL software needed for the proposed system can be 100% available and ready to use by the customer in all its operations.
- (2) Enter the TOTAL cost of all Testing & Validation required to implement the system



- (3) Enter the cost to convert the customer's existing data that is required to be in the solution schema. Identify how the cost will be calculated.
- (4) Please identify those services (other than support or maintenance) that incur additional annual cost (such as required third-party software or services). Enter service name below, price in the Response column, and any threshold information in the Vendor Explanations column; i.e., if the per annum cost is per unit of measure like number of users.
- (5) Please identify those services, other than support or maintenance, provided at a flat, fixed amount per MONTH.

**Cost Table: Task Order-Based Hourly Consulting Services (Hourly Pricing)**

Note: Rows may be added to accommodate additional staff

Task Order-Based Hourly Consulting Services (Hourly Pricing)		
Consultant Position Title	Rate Per Hour for Initial Contract Term	Rate Per Hour for Renewal Contract Term
<b>Total:</b>		

Signature: \_\_\_\_\_  
 Name of Respondent /Company: \_\_\_\_\_  
 Printed/Typed Name of Authorized Signatory and Title: \_\_\_\_\_

**Footnotes, notation, and exceptions made on this form shall not be considered.**

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**RESPONSE FORM FOR ON-PREMISE SOLUTION  
ON-PREMISE SOLUTION DELIVERABLES**

<b>DELIVERABLE NUMBER</b>	<b>MAJOR DELIVERABLE</b>	<b>DUE DATE</b>	<b>ORIGINAL CONTRACT TERM PRICE ON-PREMISE SOLUTION</b>
1	Project Management Plan and Schedule	10 business days following Contract Execution	\$
2a	Weekly Project Status Meetings and Reports	Weekly within 4 hours prior to each meeting	\$
2b	Status Meeting Minutes	Weekly, within two business days following each project status meeting	\$
2c	Updated Project Management Plan/Schedule	Notification due within two business days of identifying need for change, updated project plan due within twenty-four hours of DEP approval of change	\$
3a	Data Migration Plan and Migration Tasks	The due date for this deliverable will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
3b	User Acceptance Test Plan & Test Cases	The due date will be established by the Department's approved project management plan/schedule. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
3c	System Acceptance/Sign-Off	The due date will be established by Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
4a	System Documentation	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan.	\$
4b	Training Plan	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by	\$

DELIVERABLE NUMBER	MAJOR DELIVERABLE	DUE DATE	ORIGINAL CONTRACT TERM PRICE ON-PREMISE SOLUTION
		demonstration of the Department's written acceptance of an updated project management plan	
4c	Training Services	The due date will be established by the Department's approved project management plan. Adjustments to the due date will be handled by demonstration of the Department's written acceptance of an updated project management plan	\$
5	Annual service licensing, hosting and maintenance services	The beginning date of each state fiscal year as negotiated	\$
6	Annual product licensing, support and maintenance services	The beginning date of each state fiscal year as negotiated	\$
<b>ON-PREMISE DELIVERABLE TOTALS:</b> (Carry forward to "DELIVERABLES TOTAL" row)			\$
			<b>ON-PREMISE SOLUTION</b>

ON PREMISE SOLUTION		
Initial (one time) Configuration / Implementation Cost (1)	\$	<Provide the names of key solution components that need to be installed>
Identify License Model		<I.e., Concurrent user license   Per user seat license   Per CPU   One time   Other?>
License Cost for 100 Authors	\$	\$
License Cost (if any) for Reviews / Approvers	\$	\$
Software Maintenance Subscription Fees including upgrade costs if any	\$	\$
Test and System Validation (2)	\$	
Data Conversion/Migration (3)	\$	
Additional Ongoing Yearly Costs (4)	\$	\$
Additional Ongoing Monthly Costs (5)	\$	\$
<b>ON PREMISE SUB TOTAL:</b>	\$	\$
<b>ON PREMISE DELIVERABLES TOTAL:</b>	\$	\$
<b>ON PREMISE GRAND TOTAL **:</b>	\$	\$

\*\*This figure will be used for awarding cost points for the On Premise Solution.

**Notes:**

- (1) Enter the TOTAL, all-inclusive cost of all software installation tasks required before any and ALL software needed for the proposed system can be 100% available and ready to use by the customer in all its operations.
- (2) Enter the TOTAL cost of all Testing & Validation required to implement the system
- (3) Enter the cost to convert the customer's existing data that is required to be in the solution schema. Identify how the cost will be calculated.
- (4) Please identify those services (other than support or maintenance) that incur additional annual cost (such as required third-party software or services). Enter service name below, price in the Response column, and any threshold information in the Vendor Explanations column; i.e., if the per annum cost is per unit of measure like number of users.
- (5) Please identify those services, other than support or maintenance, provided at a flat, fixed amount per MONTH.

**Cost Table: Task Order-Based Hourly Consulting Services (Hourly Pricing)**

*Note: Rows may be added to accommodate additional staff*

Task Order-Based Hourly Consulting Services (Hourly Pricing)		
Consultant Position Title	Rate Per Hour for Initial Contract Term	Rate Per Hour for Renewal Contract Term
<b>Total:</b>		

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

Name of Respondent /Company: \_\_\_\_\_

Printed/Typed Name of Authorized Signatory and Title: \_\_\_\_\_

***Footnotes, notation, and exceptions made on this form shall not be considered.***

**SECTION 9.00 – CERTIFICATION OF DRUG-FREE WORKPLACE**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the 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 five (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 vendor complies fully with the above requirements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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**SECTION 10.00 – RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM**

<b>Section A</b>	<b>RESPONDENT IDENTIFICATION (To Be Completed By The Respondent.)</b>
------------------	---

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

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

**Section B**

**ACKNOWLEDGEMENT (To Be Completed By The Respondent(s).)**

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

\_\_\_\_\_  
**Name of Respondent #1**

\_\_\_\_\_  
**Name of Respondent #2**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name/Title**

\_\_\_\_\_  
**Print Name/Title**

**\*\*\*IMPORTANT\*\*\***

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

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

**SECTION 11.00 – CLIENT REFERENCES FORM**

The Respondent must provide a minimum of five (5) separate and verifiable Clients, for which work similar to that specified in this Solicitation has been performed. Information on each Client must be provided on the following pages; however, additional pages may be used as necessary.

If a Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given, at the end of the project description for that reference.

**NOTE: Period of Service dates must verify that the services have been ongoing for at least one (1) year.**

<b>Client #1:</b>		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

<b>Client #2:</b>		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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<b>Client #3:</b>		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

<b>Client #4:</b>		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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<b>Client #5:</b>		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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**SECTION 12.00 – EVALUATION CRITERIA**

*(FOR DEP USE ONLY)*

**Respondent's Name:** \_\_\_\_\_

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
<b>PART I – TECHNICAL REPLY</b>						
Tab A. Solicitation Acknowledgement Form						
Tab B. Technical Response <sup>1,5</sup>						
1. Introduction	0		X		=	
2. Company Background	5		X	15	=	75
3. Proposed Solution & Response to Section 7.00	500		X	1	=	500
4. Implementation Approach and Schedule	5		X	70	=	350
5. Team Organization & Experience	5		X	45	=	225
Tab C. Past Performance <sup>2</sup>						
A. Client #1 (DEP client, if applicable)	22		X	1	=	22
B. Client #2	22		X	1	=	22
C. Client #3	22		X	1	=	22
Tab D. Respondent/Subcontractor Summary Form (Section 10.00) Subcontractor Documentation: Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.						
Tab E. State Project Plan						
Tab F. Additional Documents						
<b>PART II – PRICE REPLY</b>						
(1 - Initial Contract Term - System/Solution Implementation Cost <sup>3</sup>	500		X	1		<b>500</b>
(2 - Renewal Contract Term - Ongoing Licensing/Maintenance/Support <sup>4</sup>	500		X	1		<b>500</b>
<b>Maximum Total Numerical Rating</b>						<b>2216</b>

**Notes:**

1. Evaluation points awarded for these components will be based on the following point structure:

Raw Score

0	=	This element of the evaluation criteria was <b>not addressed</b> .
1	=	This element of the evaluation criteria is <b>unsatisfactory</b> .
2	=	This element of the evaluation criteria is <b>below average</b> .
3	=	This element of the evaluation criteria is <b>average</b> .
4	=	This element of the evaluation criteria is <b>above average</b> .
5	=	This element of the evaluation criteria is <b>superior</b> .

2. References: Past performance will be scored based on answers to a standard group of questions (see Section 13.00) received from three (3) of the Respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A Department representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Department will attempt to contact the reference by phone up to a maximum of two (2) times during the duration of one (1) week. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for this element of the evaluation. The Department will not attempt to correct incorrectly supplied information.
3. The Respondent submitting the lowest total cost (LTC) for the System/Solution Implementation Project will receive the maximum points for the cost element of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTC}) / \text{Proposal Cost being Considered (PB)} \times 500$$

4. The Respondent submitting the lowest total cost (LTC) for the Renewal Contract ongoing maintenance/licensing and support will receive the maximum points for the cost element of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTC}) / \text{Proposal Cost being Considered (PB)} \times 500$$

5. Failure of the Respondent to provide any of the information required in the technical Response portion of the Response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost/price, which shall result in the Response being deemed non-responsive and rejected.

**Please notify the DEP Procurement Officer (see Section 1.02) at least ten (10) days prior to the due date for Responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.**

**SECTION 13.00 – EVALUATION OF PAST PERFORMANCE**

(FOR DEP USE ONLY)

The following questions will be posed to the Client references you identified in your Reply. Answers will be scored according to the points specified for each of the below questions.

Name of the Reference: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

Person Conducting Interview: \_\_\_\_\_

Reference's Signature and Date: \_\_\_\_\_

Describe the work the Respondent performed for your company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Question	Score
1. How would you rate the overall quality of the delivered production solution? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
2. Availability and reliability of product (down time appropriate for standard maintenance)? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
3. Performance/response time of product? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
4. Ease of use of product? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
5. Was the contractor successful in fulfilling required functionality as originally bid? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
6. How would you rate the ability to easily build complex permits (i.e., Title V)? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
7. For new permits (or renewals), how would you rate the ease of building the permit by using portions (conditions & Facility data) from existing permits? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
8. How would you rate the ability to easily setup and organize general conditions in the library? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
9. How easy is it to navigate and retrieve library content (search/filter content to locate information)? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____
10. Is the library taxonomy (structure) easy to customize? Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.	_____

11. Does the build document process allow for tracked changes to be visible throughout the review process?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

12. Are you able to create multiple permit templates categorized by permit application type/subtype?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

13. Are you able to easily customize the look and feel of the permits to conform to identity branding and standards (logos, footers, pagination indicators, formatting)?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

14. How would you rate the overall quality of the contractor's work?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

15. Was the job completed within the proposed or agreed upon timeframe?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

16. Out of the box documentation provided?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

17. Knowledgeable of Customer Processes? Able to gain/apply understanding of customer business throughout process?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

18. Satisfaction with training and/or knowledge transfer to staff with rollout of solution?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

19. Online support tools and services available?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

20. Were the contractor's reports and invoices accurate, well documented and submitted within the agreed upon terms?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

21. Was the contractor response to information requests, staff suggestions, and change requests adequate timely, and accurate during the engagement?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

22. Timeliness of technical support & solutions provided?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

23. Effectiveness of support solutions provided?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

---

24. Would you utilize this contractor again?

Yes = 18 points; No = 0 points.

---

**SUB TOTAL (MAX POSSIBLE SCORE IS 110)**

--

**TOTAL Past Performance Score (SUB TOTAL above divided by 5):**

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**SECTION 14.00 – PRINCIPAL PLACE OF BUSINESS & FOREIGN STATE PREFERENCES IN CONTRACTING FORM**

All Respondents must complete section I. If the Respondent’s principal place of business is outside the state of Florida, the Respondent must also complete section II. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the contract and the Respondent will be liable for costs associated with re-procuring the services.

**Section I. Respondent’s Principal Place of Business**

*(Please select one)*

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

**Section II. Legal Opinion about Foreign State Preferences in Contracting**

**A Respondent whose principal place of business is outside the state of Florida must complete the remainder of the form, to be completed by an attorney who is licensed to practice law in that foreign state.**

*(Please select one)*

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

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---



---

*(Please select if applicable)*

- The Respondent’s principal place of business is in the **political subdivision** of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

RESPONDENT’S ATTORNEY	
<b>Signature:</b>	<b>Phone #:</b> (    ) -
<b>Name:</b>	<b>Address:</b>
<b>State of Licensure:</b>	
<b>Bar Number:</b>	<b>Date of Admission:</b>

## SECTION 15.00 – PROPOSED CONTRACT

**The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2018019, a prospective contractor has agreed to accept the terms and conditions of the contract contained in this Section. The Department reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Department or the State of Florida.**

– Remainder of Page Intentionally Left Blank –



**TO CONTRACT NO. Contract #**  
**BETWEEN**  
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**AND**  
**Contractor Name**

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and *Contractor Name Fill in the address of Contractor* (Contractor), a political subdivision, to provide *Describe service provided*.

NOW, THEREFORE, the parties agree as follows:

**SERVICES AND PERFORMANCE**

- 1. SERVICES.** Department does hereby retain, and Contractor agrees to provide an enterprise ePermitting solution for the build/creation and issuance of complex permits with integration to existing legacy systems and infrastructure (services), in accordance with **Attachment A**, Scope of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.
- 2. WORK.**
  - A. Contractor shall provide the services specified in the Scope ("Work").
  - B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary Amendments or Change Orders, have been fully executed by both Department and Contractor.
  - C. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.
  - D. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.
- 3. STANDARD OF CARE FOR PERFORMANCE.**
  - A. Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
  - B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
  - C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.
  - D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.
- 4. TERM OF CONTRACT.**
  - A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years, inclusive.

- B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.
- C.  This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the term above. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.
- D.  This Contract may not be renewed.

**5. COMPENSATION.**

- A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis.
- B. The maximum compensation under this Contract shall not exceed \$xxxx for the initial term of the Contract.
- C. The initial funding increment under this Contract is \$xxxxxx.
- D. In no event shall the Contractor continue to perform services once the authorized funding amount has been reached. Contractor shall not commence work on any services the cost of which exceed the balance of the current incremental funding amount until notice is received by the Contractor of an increase in funding. It is the Contractor's responsibility to determine when the authorized incremental funding amount will be reached.
- E. Department reserves the right to amend this Contract, in writing, to be signed by both parties. Amendments shall be based on availability of funding, and receipt and approval by the Department of a budget and scope of work from the Contractor. Contractor shall not perform, nor be compensated for, any services beyond the services described in the Scope.

**6. ANNUAL APPROPRIATION.**

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

**7. PAYMENT METHOD.**

- A. Contractor shall submit invoices as specified in the Scope. If subcontractors are used, the Contractor shall complete and submit **Attachment C**, Subcontractor Utilization Report Form (**Subcontractor Report**) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.
- B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.
- C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.
- D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the following:  
 Florida Department of Environmental Protection  
*Insert Program Area name*  
 Attn: insert  
 Email address: insert
- E. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in **forfeiture** of retainage, if applicable, suspension or termination of remaining work, or the Contractor's **forfeiture** of any unpaid balance for such deliverables.

- 8. TRAVEL.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.  
 Travel is not authorized under this Contract.

Travel costs are included in the fixed cost amounts of this Contract.

Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

**9. SUBCONTRACTOR PAYMENTS AND RELEASES.** In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

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

**10. PROMPT PAYMENT.**

- A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.
- B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, or the Department's Procurements Section at (850) 245-2361, per Section 215.422, F.S.

**11. PHYSICAL ACCESS AND INSPECTION.** As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

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

#### **PARTY REPRESENTATIVES**

**12. NOTICE.** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

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

<u>Contractor</u>	<u>Department</u>
<i>Contractor Name</i>	Department of Environmental Protection
«Contractor_Address»	XXXX Program
«City», «State» «Zip»	XXXX, MS# XXXX
Attn: «Contractor_Contract_Mgr»	Tallahassee, Florida 32399-XXXX
Phone Number: «Contractor_Phone_Number»	Attn: XXXX
Email: «Contractor_Email»	Phone Number: (850) 245-XXXX
	Email: XXXX

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

**CONSEQUENCES FOR FAILURE TO PERFORM**

- 15. DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be decided as follows:
- A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
  - B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.
  - C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department’s response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
    - 1. All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
    - 2. Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
  - D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
  - E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

**16. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.**

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

**17. CORRECTIVE ACTION PLAN.** In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

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

**18. PAYMENT AND PERFORMANCE BONDS.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of \$ insert amount.
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

**19. Liquidated Damages.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:

- A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by fifteen percent (15%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
- B. The date of submission shall be the date of receipt by the Department.
- C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
- D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
- E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
- F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by fifteen percent (15%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.
- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

## 20. RETAINAGE

- A. Department reserves the right to establish the amount and application of retainage on the Work to a maximum of ten (10%). Any retainage to be applied shall be specified in the Scope. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of Work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for the Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope. Department shall provide written notification to the Contractor of identified deficiencies and the Department's intent to withhold retainage on the Work. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.
- C. If the Contractor fails to perform the requested Scope, or fails to perform the Work in a satisfactory manner, Contractor shall forfeit its right to payment for the Work and the retainage called for under the entire Scope. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted Work while a Contract is suspended.
- E. Except as otherwise provided above, the Contractor shall be paid the retainage associated with the Work, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

## LIABILITY

### 21. INSURANCE.

A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each

policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
  - \$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
  - \$300,000 Hired and Non-owned Automobile Liability Coverage
- iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

## 22. INDEMNIFICATION.

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

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

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

### THIRD PARTIES

**23. SUBCONTRACTING.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Contractor shall not subcontract any work under this Contract.
- A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.



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

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

## **SUSPENSION AND TERMINATION**

### **26. SUSPENSION.**

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;
- 4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

### **27. TERMINATION.**

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those

amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

#### **GENERAL CONDITIONS**

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

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

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

**31. DISQUALIFICATION.**

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

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

C. If Contract value exceeds one (1) million dollars, Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Contract. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

**33. EXIT TRANSITION ASSISTANCE.** Closure occurs prior to the end of the Contract, but after the Department has notified the Contractor that the Closure phase is initiated. The Closure phase begins with the Department notifying the Contractor of the need to begin the exit transition period. The Department will provide a minimum of thirty (30) and a maximum of ninety (90) calendar days' notice prior to the beginning of the Transition period. The exit transition period will last no more than six (6) months.

To the extent required by section 119.0701, Florida Statutes, all exit transition services required by the Closure phase shall be at no additional charge to the Department.

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

The Transition Plan shall include, at a minimum:

- Schedule with Key Activities during the transition period;
- A plan for transition of resources for the Contractor and the Department;
- A communication plan for transition;
- Transition of any government property provided to contractor (this property may include hardware such as laptops/PCs, and security badges);
- Other required service operation transition services, including knowledge transfer,
- Transition of any User Accounts and Passwords;
- Digital/Data assets transference in a non-proprietary format;
- Steps, measures, and controls that will be employed by the Contractor to prevent disruption of services during the Transition period; and
- Handover and Acceptance

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

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

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

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

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

**39. INTERPRETATION OF CONTRACT.**

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

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

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

**41. MYFLORIDAMARKETPLACE TRANSACTION FEE.**

A. The State of Florida through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2015), all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.032, F.A.C.

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

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

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

**42. NONDISCRIMINATION.**

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

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

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

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

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;

4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

**46. OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY.** All plans, specifications, maps, computer files, databases and/or reports created, prepared, stored, or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. The Contractor will not use these assets for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased or otherwise disposed of to the public or to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the State Data. Upon delivery to the Department of said assets, the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

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

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

P.R.I.D.E.  
12425 28TH STREET, NORTH  
ST. PETERSBURG, FLORIDA 33716-1826  
TOLL FREE: 1-800-643-8459  
WEBSITE: <http://www.pride-enterprises.org/>

**48. PUBLIC ENTITY CRIMES.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

**49. PUBLIC RECORDS.** Public Records Requirements (**Attachment I**), as attached to this Contract, are hereby incorporated into the Contract.

**50. RECORD KEEPING AND AUDIT.**

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

**51. REMEDIES.** All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

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

RESPECT of Florida.  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: [www.respectofflorida.org](http://www.respectofflorida.org)

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

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

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

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

*Contractor Name*

**Florida Department of Environmental Protection**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

FEID No. «FEID»

List of attachments/exhibits included as part of this Contract:

Specify Type /

Letter                      Description

- Attachment A    Scope of Work (\_\_\_ pages)
- Attachment B    Rate Schedule (\_\_\_\_\_ pages)
- Attachment C    Subcontractor Utilization Report Form (3 pages)
- Attachment D    Public Records Requirement (1 page)
- Attachment E    Liquidated Damages Assessment Form (1 page)

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**Attachment A**  
**SCOPE OF SERVICES**

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**Attachment B**  
**Rate Schedule**

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**ATTACHMENT C**

**SUBCONTRACTOR UTILIZATION REPORT FORM (IF APPLICABLE)**

**DIRECTIONS:**

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

DEP Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Task Assignment No. (if applicable): \_\_\_\_\_

Invoice Service Period: \_\_\_\_\_

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

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

DEP Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Task Assignment No. (if applicable): \_\_\_\_\_

Invoice Service Period: \_\_\_\_\_

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

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

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:**

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

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Business Name)**

\_\_\_\_\_  
**(Street Address)**

\_\_\_\_\_  
**(City, State, Zip Code)**

\_\_\_\_\_  
**(Phone Number)**

**ATTACHMENT D  
PUBLIC RECORDS REQUIREMENTS**

**A. Public Records Access Requirements.**

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

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

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

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

**Telephone: (850) 245-2118**

**Email: [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)**

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

**Attachment E**

**Liquidated Damages Assessment Form**

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

Through: Office of General Counsel

From: \_\_\_\_\_, Contract Manager

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

Subject: Liquidated Damages

Contractor/Vendor: \_\_\_\_\_

DEP Contract No: \_\_\_\_\_ Task Assignment/PO No.: \_\_\_\_\_

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

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

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

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

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

Explanation/Calculations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approval:  As recommended  \$\_\_\_\_\_ in Liquidated Damages

Disapproved:

\_\_\_\_\_

DEP Contracts Attorney

Date

## SECTION 16.00 – SOLICITATION RESPONSE CHECKLIST

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

### Part I, Technical Reply:

- A. \_\_\_\_\_ The Solicitation Acknowledgement Form (page 1) must be completed and signed. If a Respondent fails to submit a completed Solicitation Acknowledgement Form with their Reply the Department reserves the right to contact the Respondent by telephone for submission of this document with follow up via mail. This right shall be exercised when the Reply has met all other requirements of the Solicitation. Did you complete the following:
- 1) Respondent Name;
  - 2) Respondent Mailing Address;
  - 3) City, State and Zip Code;
  - 4) Phone Number and Fax Number with Area Code;
  - 5) Email Address;
  - 6) F.E.I.D. Number;
  - 7) Type of Business Entity (Corporation, LLC, Partnership, etc.);
  - 8) Sign Form (by individual authorized to bind company);
  - 9) Type Name of Signatory and Title; and,
  - 10) Primary and Secondary Contact Information?

**In the event that Respondents submit a Reply as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**

- B. \_\_\_\_\_ The Technical Response Package (see Section 1.08) must include the following information:
- 1) Introduction;
  - 2) Company Background;
  - 3) Proposed System/Service Capabilities ;
  - 4) Implementation Approach and Project Schedule ;
  - 5) Team Organizational Structure and Experience
- C. \_\_\_\_\_ Past Performance and Client Reference Form, Section 11.00
- D. \_\_\_\_\_ Respondent / Subcontractor Summary Forms, Section 10.00. List the name of the Respondent(s), the name of each intended subcontractor, and indicate the one business category for the Respondent.
- E. \_\_\_\_\_ State Project Plan - State Project Plan that addresses the following:
- 1) Minority-, Women-, and Veteran Business Enterprises;
  - 2) Environmental Considerations;
  - 3) Certification of Drug-Free Workplace (complete and sign, if applicable);
  - 4) Use of RESPECT; and,
  - 5) Use of PRIDE.
- F. \_\_\_\_\_ Additional Documents - this section of the Response shall contain the following:
- Certification of Drug-Free Workplace, Section 9.00 (if applicable);
  - Insurance Requirements; and
  - Disclosure of Litigation
  - Principal Place of Business & Foreign State Preferences in Contracting Form, Section 14.00

### Part II, Price Response:

- G. \_\_\_\_\_ Price Response. **If a Respondent fails to submit a Price Reply with their submittal, the submittal will be rejected.**

The Respondent must submit two (2) hard copies (one (1) original and one (1) copies) and one (1) duplicate electronic copies of the entire Reply to the Department in accordance with Section 1.08, Submittal of Reply. The hard copy of the Reply shall bear original signatures and be marked as the "Original". The electronic copies of the Reply may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject Replies submitted in alternate file formats or which contain information different from that in the hard copy of the Reply. **If you assert that any portion of your Reply is exempt from disclosure under the Florida Public Records law, you must submit a redacted version of the Reply as well.**

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