



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**Invitation to Bid ITB No. 19-83101601-T**

**Natural Gas Supply**

**Jason Tuck, Procurement Officer**

**4050 Esplanade Way, Suite 360**

**Tallahassee, FL 32399**

**850-921-9231**

[Jason.tuck@dms.myflorida.com](mailto:Jason.tuck@dms.myflorida.com)

Failure to file a protest within the time prescribed in subsection 120.57(3), Florida Statutes (F.S.), 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, F.S. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:  
[http://www.dms.myflorida.com/agency\\_administration/general\\_counsel](http://www.dms.myflorida.com/agency_administration/general_counsel)

**TABLE OF CONTENTS**

**Timeline of Events .....4**

**1 INTRODUCTION .....5**

1.1 Objective .....5

1.2 Initial Term .....5

1.3 Renewal Term.....5

**2 ITB OVERVIEW.....5**

2.1 Definitions.....5

2.2 Procurement Officer .....7

2.3 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)..7

2.4 Must, Shall, Will, and Is Required.....7

2.5 Registration with the Florida Department of State.....7

2.6 Florida Substitute Form W-9.....7

2.7 Special Accommodations .....7

2.8 Lobbying Disclosure .....8

2.9 Order of Precedence for Solicitation.....8

**3 ITB PROCESS .....8**

3.1 False or Erroneous Information .....8

3.2 Commitment to Diversity in Government Contracting.....8

3.3 Question Submission.....9

3.4 Addenda to the ITB.....9

3.5 Protest of Terms, Conditions, and Specifications.....9

3.6 Public Opening .....10

3.7 Electronic Posting of Notice of Intended Award .....10

3.8	Protest of Notice of Intended Decision .....	10
3.9	Firm Response .....	10
3.10	Modification or Withdrawal of Bid .....	10
3.11	Cost of Response Preparation and Independent Preparation .....	10
3.12	Contract Formation .....	11
4	HOW TO BID ON THE ITB .....	11
4.1	General Instructions.....	11
4.2	How to Submit a Bid.....	13
5	PRIOR TO AWARD .....	13
5.1	Rejection of Bids .....	13
5.2	Minor Irregularities/Right to Reject .....	14
5.3	Redacted Submissions .....	14
5.4	Additional Information .....	14
5.5	Bid Disqualification .....	14
6	BASIS OF AWARD .....	15
6.1	Preference to Florida Businesses .....	15
7	ITB ATTACHMENTS .....	16

### Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

<b>Timeline of Events</b>	<b>Event Time (ET)</b>	<b>Event Date</b>
Solicitation posted on the VBS and in MFMP Sourcing		April 2, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	April 18, 2019
Department's anticipated posting of answers		April 30, 2019
Deadline to submit bid and all required documents in MFMP Sourcing	10:30 A.M.	May 14, 2019
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, Florida 32399-0950	10:31 A.M.	May 14, 2019
Anticipated date to post Notice of Intent to Award		May 28, 2019
Anticipated Contract start date		July 1, 2019

## **1 INTRODUCTION**

### **1.1 Objective**

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for the purchase and delivery of Natural Gas. The solicitation will be administered using the Vendor Bid System (VBS) and MyFloridaMarketPlace (MFMP) Sourcing. Vendors interested in submitting a Bid must comply with all terms and conditions described in this solicitation.

The current STC for Capacity Management and Acquisition of Natural Gas Supply has an average annual spend of \$7.1 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

The State of Florida has two agreements with Florida Gas Transmission (FGT) for the non-interruptible interstate transfer of gas by reserving capacity (volume of gas) within FGT's pipeline. The agreements, which expire September 30, 2023 (FTS-1), and February 28, 2025 (FTS-2), were established separately because the pipeline construction was completed in two phases. The State of Florida needs are classified as high priority under the agreements so capacity is secure if there is ever a shortage. The natural gas is piped from the FGT pipeline by Local Gas Distribution Companies (LDCs) to facilities and is available in all counties throughout Florida.

The Department intends to make award(s) in accordance with Section 6 of this ITB. The Department reserves the right to award to multiple bidders, statewide or by region, or to make no award. The solicitation will be administered through the VBS and in MFMP Sourcing. Information about submitting a Response can be found in Section 4, How to Respond, of this solicitation. Vendors interested in submitting a Response must comply with all terms and conditions described in this solicitation.

### **1.2 Initial Term**

The initial term of the contract resulting from this solicitation will be for three years.

### **1.3 Renewal Term**

Upon mutual agreement, the Department and a Contractor may renew the contract, in whole or in part, in compliance with subsection 287.057(13), F.S.

## **2 ITB OVERVIEW**

### **2.1 Definitions**

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

**Bidder or Respondent** – A Vendor who submits a response to this ITB.

**Business day** – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

**Commodity** – A product. The terms products and commodities can be used interchangeably throughout this ITB.

**Commodity Code** - The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code for classifying commodities and services.

**Contract** - The written agreement resulting from this ITB.

**Contractor** - The business entity that is awarded a Contract resulting from this ITB. The terms Vendor, Successful Bidder or Awarded Vendor may be used interchangeably throughout this ITB.

**Customer** – An ordering entity including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code.

**Department** - The Florida Department of Management Services.

**Eligible User (EU)** – A governmental entity defined in Rule 60A-1.001, Florida Administrative Code.

**Purchase** – A transaction that results in the Customer obtaining ownership of a commodity.

**Responsible vendor** – A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Subsection 287.012(25), F.S.)

**Responsive bid** - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Subsection 287.012(26), F.S.)

**Responsive vendor** – A vendor that has submitted a bid that conforms in all material respects to the solicitation. (Subsection 287.012(27), F.S.)

**State** - The State of Florida.

**State Term Contract (STC)** – A term contract that is competitively procured by the Department pursuant to section 287.057, F.S., and that is used by agencies and Eligible Users pursuant to section 287.056, F.S.

**United Nations Standard Products and Services Code (UNSPSC)** – A commodity code list used by the State.

**Vendor Bid System (VBS)** – The State of Florida’s bidding system. (Subparagraph 287.042(3)(b)(2), F.S.)

**Vendor** - An entity that is in the business of providing commodities similar to those within the solicitation.

## **2.2 Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

The Procurement Officer for this ITB is:

Jason Tuck, Associate Category Manager

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 921-9231

Email: [jason.tuck@dms.myflorida.com](mailto:jason.tuck@dms.myflorida.com)

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

## **2.3 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)**

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact 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.

## **2.4 Must, Shall, Will, and Is Required**

Although this solicitation uses terms such as “must,” “shall,” “will,” and “is required,” and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation. The words “should” or “may” in this solicitation indicate desirable attributes or conditions but are permissive in nature.

## **2.5 Registration with the Florida Department of State**

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Department of State prior to contract execution. **NOTE:** Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

## **2.6 Florida Substitute Form W-9**

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

## **2.7 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please

contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

## **2.8 Lobbying Disclosure**

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

## **2.9 Order of Precedence for Solicitation**

In the event of a conflict, the conflict will be resolved in the following order of precedence (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Attachment A: Scope of Work
- c) Attachment C: Special Contract Conditions
- d) This ITB and other attachments

## **3 ITB PROCESS**

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and posts the ITB in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Bids must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has verified the bids, the Department will post an agency decision in accordance with the Basis of Award section on the VBS.

### **3.1 False or Erroneous Information**

The Department will evaluate responses from Responsive and Responsible Vendors. A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract. If the Respondent's response is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

### **3.2 Commitment to Diversity in Government Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).



The Department supports diversity in its procurement program, and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

### **3.3 Question Submission**

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers 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 Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in 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 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period. Questions will not constitute formal protest of the specifications of this solicitation. Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

### **3.4 Addenda to the ITB**

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

### **3.5 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., 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, F.S. When protesting a decision or

intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

### **3.6 Public Opening**

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to subparagraph 119.071(1)(b), F.S.

### **3.7 Electronic Posting of Notice of Intended Award**

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

### **3.8 Protest of Notice of Intended Decision**

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in subsection 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., 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, F.S.

### **3.9 Firm Response**

The Department intends to award a contract within 60 days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within 60 days, all bid responses shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### **3.10 Modification or Withdrawal of Bid**

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

### **3.11 Cost of Response Preparation and Independent Preparation**

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

### **3.12 Contract Formation**

The Department may issue a Notice of Intended Award to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

## **4 HOW TO BID ON THE ITB**

This section contains instructions to Bidders on how to submit a bid.

### **4.1 General Instructions**

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between Attachment D – Special Instructions and these General Instructions to Bidders, the Attachment D, Special Instructions shall prevail.

**The following section of the PUR 1001 (General Instructions) is modified as follows:**

9. In submitting a response, each respondent understands, represents, and acknowledges the following.

\* 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 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 Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), 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 Department 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 Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

## 4.2 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all requirements specified in this solicitation.

Respondents must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on their behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

Submit all required attachments and documentation in MFMP Sourcing in accordance with the applicable instructions. Failure to submit all of the required attachments and documentation in MFMP Sourcing may result in a determination of Bidder non-responsiveness. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

**Example:**

JohnDoeLLC\_Attachment\_E.pdf

JohnDoeLLC\_AttachmentJMarkupSheet.xlsx (Excel)

## 5 PRIOR TO AWARD

### 5.1 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be

rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

### **5.2 Minor Irregularities/Right to Reject**

The Department 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 Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

### **5.3 Redacted Submissions**

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

### **5.4 Additional Information**

By submitting a bid, Bidder certifies that it agrees to and satisfies all requirements specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

### **5.5 Bid Disqualification**

Bids that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information, documents or materials may be rejected as non-

responsive. Bids that contain provisions that are contrary to the requirements of the solicitation are not permitted. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

## **6 BASIS OF AWARD**

The contract shall be awarded to the responsible and responsive Bidder(s) with the lowest Calculated Firm Markup. The Bidder's Calculated Firm Markup is calculated on Attachment J (Markup Sheet) using the following formula:

$$((I^1 + I^2) \times 0.6) + ((R^1 + R^2) \times 0.4) = Z$$

Where:

$I^1$  = Initial Contract Term FTS-1 Firm Markup per DTH

$I^2$  = Initial Contract Term FTS-2 Firm Markup per DTH

$R^1$  = Renewal Contract Term FTS-1 Firm Markup per DTH

$R^2$  = Renewal Contract Term FTS-2 Firm Markup per DTH

Z = Calculated Firm Markup

### **6.1 Preference to Florida Businesses**

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written 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 places of business are in that foreign state in the letting of any or all public contracts.

## **7 ITB ATTACHMENTS**

Attachment A Scope of Work  
Attachment B Draft Contract  
Attachment C Special Contract Conditions  
Attachment D Special Instructions for Bidders  
Attachment E Responsiveness Requirements  
Attachment F Vendor Information Form  
Attachment G Certification of Drug-Free Workplace  
Attachment H Quarterly Sales Report  
Attachment I Savings/Price Reductions  
Attachment J Markup Sheet  
Attachment K No Offshoring

### **Required Documents to be submitted by vendor prior to ITB opening**

Attachment E Responsiveness Requirements  
Attachment G Certification of Drug-Free Workplace, if applicable  
Attachment J Markup Sheet  
A written opinion of an attorney at law, as described in Section 6.1, if applicable



## Attachment A Scope of Work

### A. General Statement

#### 1.0 Purpose

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for purchase and delivery of Natural Gas supply. Customers for this contract will include state agencies and eligible users.

#### 2.0 Commodity Code List

United Nations Standard Products and Services Code	Commodity
83101601	Supply of Natural Gas

### B. Definitions

- 1.0 **Baseload** – The volume of Natural Gas requested for purchase and communicated by Shipper or Shipper's agent at least six (6) business days prior to the start of each month, a portion of which may include Shipper's fixed price volumes for such month. This volume will be divided equally among all the days in a month.
- 2.0 **British thermal unit (Btu or BTU)** is a traditional unit of heat; it is defined as the amount of heat required to raise the temperature of one pound of water by one-degree Fahrenheit.
- 3.0 **Contractor** – The successful vendor who is awarded a contract following this solicitation. Contractor is also known as the "Shipper".
- 4.0 **Contract Manager** – A person designated by the Department of Management Services (the Department) to be responsible for managing the performance of a contract.
- 5.0 **Customer** - An ordering entity including state agencies and other eligible users, as defined in Rule 60A-1.001, Florida Administrative Code.
- 6.0 **Customer's location** – The site where the Contractor delivers the Natural Gas to the Customer.
- 7.0 **Dekatherm (DTH)** – A unit of energy used primarily to measure Natural Gas; equal to 10 therms or one million British thermal units (MMBtu).
- 8.0 **Direct connection** – The point in which Natural Gas is delivered directly to the Customers from the interstate pipeline (direct connection) or the point in which the Natural Gas is delivered from the interstate pipeline to the Local Distribution Company for transportation to the customer's location.
- 9.0 **Eligible User (EU)** - A governmental entity defined in Rule 60A-1.001, Florida Administrative Code.

- 10.0 **Firm Markup** – The delivery adder that may include fuel and other delivery charges associated with the acquisition of Natural Gas. The Firm Markup as shown on the Markup Sheet (Attachment J) shall not change during the term of the contract.
- 11.0 **Federal Energy Regulatory Commission (FERC)** – Federal agency that monitors and establishes index prices for Natural Gas.
- 12.0 **Florida Gas Transmission Company (FGT)** – The Company that uses a Natural Gas interstate pipeline network to transport Natural Gas to Florida.
- 13.0 **Imbalance** – The difference between Customer requested volumes of Natural Gas and volumes of Natural Gas consumed.
- 14.0 **In-Day Gas** – Includes any volume of Natural Gas requested between 9:30 am EST, and 4:00 pm EST on the business day of Natural Gas flow. Availability of the purchase or sale of In-Day Gas is not assured and must be confirmed before availability is guaranteed.
- 15.0 **Local Distribution Company (LDC)** – A state regulated Natural Gas utility which owns the Natural Gas lines and equipment necessary to deliver Natural Gas to the consumer.
- 16.0 **MMBtu** – One million British thermal units; see 1.0 British thermal unit (Btu or BTU).
- 17.0 **Natural Gas** – A fossil energy source that formed deep beneath the earth's surface. Natural gas is made up of a mixture of four naturally occurring gases, all of which have different molecular structures. This mixture consists primarily of methane, which makes up 70-90% of natural gas along with ethane, butane, and propane.
- 18.0 **Nomination** – A request for a physical quantity of Natural Gas under a specific purchase, sale or transportation agreement or for all contracts at a specific point.
- 19.0 **Swing Natural Gas** – Volume of Natural Gas above the Baseload volume of Natural Gas on any day that Customer(s) request delivery of by 9:30 am EST on the business day immediately the day before the Natural Gas is to flow.
- 20.0 **Therm** – A unit of heat equal to 100,000 BTU.
- 21.0 **Turnback Natural Gas** – Volume of Natural Gas that the Customer elects to turn back to the Contractor.

## **C. Natural Gas Commodity Specifications**

### **1.0 Quantity, Quality, and Regulatory Compliance**

- 1.1 The measurement, testing, heating value, delivery pressure, and quality of Natural Gas delivered shall be in accordance with terms and conditions of the delivery specifications of the applicable tariffs and in accordance with the Department's FTS-1 and FTS-2 Service Agreements with FGT, attached hereto in the Appendix to this Attachment and incorporated as if fully set forth herein.
- 1.2 The Contractor must have a minimum current capacity of 2,100 MMBtu of Natural Gas daily made available during the initial and, if applicable, renewal

terms. Contractor will make this volume available on a firm basis pursuant to the Department's FTS-1 and FTS-2 Service Agreements with FGT.

- 1.3 The Contractor shall file and pay for any filings covering this proposed Contract with the applicable Federal, State, or local regulatory authority, and shall prosecute diligently all applications, notices, or reports required to be filed on behalf of the State and itself to comply with all legal requirements to purchase and deliver Natural Gas to all Customers that request Natural Gas during the contract term.

## 2.0 Pricing elements

### 2.1 Firm Markup

The firm markup price is defined as a price per DTH, consisting of all charges necessary for the Contractor to fully complete and invoice the business transaction, inclusive of delivery, profit, and any other fees and charges. The Firm Markup as shown on the Markup Sheet (Attachment J) shall not change during the term of this contract.

### 2.2 Cost of Natural Gas

The cost of Natural Gas to be paid by the Customer for each month in which deliveries occur shall be fixed by the Index Price published in the first-of-each-month issue of the "Inside FERC's Natural Gas Market Report – Prices of Spot Natural Gas Delivered to Pipelines", under the applicable FGT, Zones 1, 2, or 3 depending on the Customer's location.

### 2.3 Unit of Measurement at Metering Base

The unit of measurement for billing purposes shall be per MMBtu for each Customer as provided to the Contractor by the LDCs or the Transportation Pipelines.

### 2.4 Fuel Fees, Usage Fees, Taxes, and other costs

The fuel fees, usage fees, permitted taxes, and any other costs incurred by the Contractor will be passed through without markup or adjustment to the Customer.

### 2.5 Conversion Fees

Conversion Fees are the costs associated with converting the existing facility from other sources of energy to Natural Gas. These charges may include installation of pipe or other plumbing fixtures to facilitate the delivery of Natural Gas to the Customer's final location. The amount and extent of these charges shall be determined through mutual agreement of the Customer and the Contractor at the time the individual Customer order is placed and shall not be included in the Firm Markup.

### 2.6 Balancing of Quantities

The Customer shall be allowed a  $\pm 10\%$  imbalance tolerance. All volumes consumed with a  $\pm 10\%$  of volumes requested by Purchase Order will be billed at the Contract price. Customer(s) will be responsible to pay for all imbalance costs if their consumption falls outside of the  $\pm 10\%$  imbalance tolerance between requested and consumed volumes. Contractor will reimburse Customer(s) for any imbalance costs and/or penalties that may be charged to Customer(s) due solely to Contractor's failure to schedule volumes requested by Purchase Order.

The Contractor shall be responsible for and shall submit nominations for Customer(s) Natural Gas requirements directly to FGT, based upon monthly or daily volume specified by Customer(s).

The Customer may request that Natural Gas be purchased or sold on Customer(s) behalf, in order to avoid imbalance and/or penalties. Contractor shall use its best efforts to purchase or sell Natural Gas on Customer(s) behalf. Any In-Day Natural Gas purchased or sold on behalf of Customer(s) shall be purchased or sold at the then current market price.

#### 2.7 Credit for Turnback Natural Gas

For Turnback Natural Gas that the Customer elects to turn back by the deadline for Swing Gas for the same day of flow, the amount credited to Customer's account shall be lowest of the published Natural Gas Daily Midpoint Index prices for FGT Zones 1, 2 or 3 for the day the Natural Gas is to be turned back, reduced by an additional \$0.5 per MMBtu. This amount is then increased by the pipeline fuel percentage, and any applicable Transporter's usage. (Refer to the FGT)

<https://fgttransfer.energytransfer.com/ipost/FGT/tariff/entire-tariff>

For Turnback Natural Gas that Customer notifies the Contractor after the deadline (for Swing Natural Gas for the same day of flow) the amount credited to Customer's account shall be either (i) the daily Market Price reduced by an additional \$0.5 per MMBtu for the day the Natural Gas is to be turned back, or (ii) shall be included on the Customer's monthly imbalance. Customer must choose either of these options at the time Turnback Natural Gas is requested.

### 3.0 Delivery to the Customer

- 3.1 The Contractor shall be responsible for the scheduling and delivery of Natural Gas, including completing all arrangements for transportation services for delivery of the Natural Gas to the Customer's Location. Delivery shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to the Customer's Location.
- 3.2 The Contractor warrants that it has or will secure good and marketable title to the Natural Gas being provided under this Contract, that it has or will have the right without restriction to sell such Natural Gas, and that such Natural Gas is free from liens and adverse claims of any kind.

- 3.3 The Contractor shall be in exclusive control and possession of the Natural Gas prior to the delivery thereof to the Customer's Location. The Department or the Customer will not be responsible for damages occurring during control and possession by the Contractor. The Contractor will be responsible for making any and all claims against carriers for missing or damaged items.
  - 3.4 The Contractor shall serve as the Department's designee to perform the duties of Invoicing/Payment Obligations, Nominations, Confirmations, and Imbalance Resolutions in accordance with the Terms and Conditions. To fulfill this duty, the Contractor shall sign documents titled "Designee Request Form" where Department as shipper under FTS-1 and FTS-2 Service Agreements assigns its responsibilities for the shipping of Natural Gas to the Contractor. This Form is found at <http://fgttransfer.energytransfer.com/ipost/FGT/posted-documents/show-document/41277>.
- 4.0 Invoice Requirements**
- 4.1 The Contractor shall provide and submit timely, monthly invoices to the Customer listed on each Purchase Order issued pursuant to this Contract.
  - 4.2 The Contractor shall invoice based on volumes ordered by the Customer and delivered. Any imbalances shall be reconciled monthly (cashed out) and applied to the Customer(s) invoice according to the rules shown in the applicable FGT Tariff.
  - 4.3 At any time during the Contract term, the Department may conduct a spot-check. Upon Department's request, the Contractor shall supply to the Department all the data, calculations, and documents used in computing all costs associated with the supply and delivery of Natural Gas for any particular Customer invoice.
  - 4.4 The Contractor shall attach with each Customer invoice a copy of the Index Price referenced in Section 2.2 of this ITB.
  - 4.5 At a minimum the monthly invoices are to provide the following information:
    - 4.5.1 Customer's Name and Location
    - 4.5.2 Invoice Number, Invoice Date, Meter number, Ship To, Remit To, Bill To, Account number, PO number
    - 4.5.3 FERC index price
    - 4.5.4 FGT Fuel Fee
    - 4.5.5 FGT Usage Fee
    - 4.5.6 Firm Markup Price
    - 4.5.7 Total Unit Price (per DTH)
    - 4.5.8 DTH Supplied
    - 4.5.9 LDC Passthrough Charge

4.5.10 Any and all other costs not otherwise enumerated in this subsection with an explanation of the costs

4.5.11 Total invoice price

**D. Reporting**

1.0 **Contract Reporting:** The Contractor shall report information on orders received from all customers associated with this contract. DMS will not process any request, while the Contractor is not in compliance with all of the contract’s term and conditions to include Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	15 calendar days of the month following the receipt of payment for the Contractor’s good or services.
Contract Quarterly Sales Report	State’s Fiscal Quarter	10 calendar days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

2.0 **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department’s electronic format. Reports are due fifteen calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Contractor training presentations available online at the Transaction Fee Reporting and Contractor Training subsections under Contractors on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.0 **Contract Quarterly Report:** The Contractor agrees to submit a Quarterly Sales Report to the Department’s Contract Manager within 10 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30). Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agencies and EUs received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or

notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

The report shall include but is not limited to:

- Customer (Ordering Entity)
- Customer Type
- Dates delivered
- Unit of Measure
- UNSPSC
- Description of Commodity or Service
- Actual Savings Amount
- Total Price

4.0 **Diversity Reporting:** The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

5.0 **Ad-hoc Report:** The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department. In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

6.0 **Business Review Meetings:** Each quarter the Department may request, and the Contractor must participate in a business review meeting. The business review meeting may include, but is not limited, the following:

- 6.1.1 A review of the Contractor's successful completion of deliverables;
- 6.1.2 A review of the Contractor's performance;
- 6.1.3 A review of the Contractor's required reports;
- 6.1.4 A discussion of any elevated Customer issues; and
- 6.1.5 A discussion of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

**E. Financial Consequences:** The Department will review Contractor's performance and assess financial consequences for failure to meet the performance metrics in the table described below.

Performance Metrics	Description	Frequency	Financial Consequences for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report 10 calendar days after close of the period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report 15 calendar days after close of the period	Each month	\$100



FOR INTERNAL USE ONLY  
Contract No. 5085  
Legal Entity No. 5979  
DUNS No. 809396955

**SERVICE AGREEMENT**  
Firm Transportation Service-Market Area  
Rate Schedule FTS-1  
Contract No. 5085

THIS AGREEMENT entered into this 27 day of September, 2012, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (herein called "Shipper"),

**WITNESSETH**

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

**ARTICLE I**

**Definitions**

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

**ARTICLE II**

**Quantity**

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

**ARTICLE III**

**No Notices Transportation Service**

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

**ARTICLE IV**

**Payment and Rights in the Event of Non-Payment**

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1 (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective on 11/01/1993 and shall continue in effect through 08/30/2023. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected rollover.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff sheet for ten (10) years or more ("Extension Period") at least 5 years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days written prior notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP98-368. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE FL 32399-0950  
Attention: ALLISON NORMAN  
Telephone No. 850-488-7540  
FAX No. 850-488-5498

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X - Not Applicable

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 5085 dated 11/01/1993.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: [Signature]  
Name: Robert E. Hayes  
Title: Senior Vice President, Chief Commercial Officer  
Date: 9/27/2012

By: [Signature]  
Name: CRAIG NICHOLS  
Title: SECRETARY - DMS  
Date: 9/27/2012

**EXHIBIT A**

**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**

**DATED**  
**11/01/1993**

**Contract No. 5085**

**Effective Date of this Exhibit A:** \_\_\_\_\_

**Date Range: 11/01/1993 to 09/30/2023**

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
<b>Zone 1</b>						
<b>MOPS-REFUGIO FGT</b>	611	25809	162	161	162	162
<b>HPL-MAGNET WITHERS FGT</b>	8576	24662	296	236	296	296
<b>NGPL-JEFFERSON FGT</b>	10240	23703	162	161	162	162
<b>Zone 1 Total:</b>			<b>620</b>	<b>558</b>	<b>620</b>	<b>620</b>
<b>Zone 2</b>						
<b>TETCO-ATCHAFALAYA FGT (REC)</b>	10147	10030	353	282	353	353
<b>SABINE-KAPLAN FGT</b>	23062	10881	193	194	193	193
<b>NGPL VERMILION</b>	57391	32606	193	194	193	193
<b>Zone 2 Total:</b>			<b>739</b>	<b>670</b>	<b>739</b>	<b>739</b>
<b>Zone 3</b>						
<b>SNG-FRANKLINTON FGT (REC)</b>	10095	11224	173	138	173	173
<b>GULF SOUTH-ST. HELENA FGT</b>	10109	9906	95	95	95	95
<b>CARNES TENNESSEE FGT (REC)</b>	10258	12740	95	95	95	95
<b>Zone 3 Total:</b>			<b>363</b>	<b>328</b>	<b>363</b>	<b>363</b>
<b>Total MDTQ:</b>			<b>1722</b>	<b>1556</b>	<b>1722</b>	<b>1722</b>

**Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.**

**EXHIBIT B**  
**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**11/01/1993**  
**Contract No. 5085**

Effective Date of this Exhibit B: \_\_\_\_\_

Date Range: 11/01/1993 to 09/30/2023

Point(s) of Delivery

Point Description	Point	DRN	Apr	May-Sept	Oct	Nov-Mar
MADISON	16139	3111	900	900	900	900
RAIFORD STATE PRISON	16250	3272	822	656	822	822
<b>Total MDTQ:</b>			<b>1722</b>	<b>1556</b>	<b>1722</b>	<b>1722</b>

Maximum Daily Quantity (MMBtu)\*

Quantities are exclusive of Fuel Reimbursement.

FOR INTERNAL USE ONLY  
Request No. 164305  
Contract No. 5626  
Legal Entity No. 5979  
DUNS No. 809396955

**SERVICE AGREEMENT**

**Firm Transportation Service - Market Area**

**Rate Schedule FTS-2**

**Contract No. 5626**

THIS AGREEMENT entered into this 14 day of MAY, 2014, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (herein called "Shipper"),

**WITNESSETH**

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

**ARTICLE I**

**Definitions**

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

**ARTICLE II**

**Quantity**

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

**ARTICLE III**

**Payment and Rights in the Event of Non-Payment**

- 3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the condition set forth in said Section 15.

## ARTICLE IV

### Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

4.3 Not applicable.

4.4 Not applicable.

## ARTICLE V

### Term of Agreement

5.1 This Agreement shall become effective on 03/01/2015 and shall continue in effect through 02/28/2025. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Tariff, Shipper has elected Rollover.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

## ARTICLE VI

### Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request

changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE VII

### Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE, FL 32399-0950  
Attention: Richard Chatel  
Telephone No. 850.414.7657  
FAX No. 850.414.6122

## ARTICLE VIII

### Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

## ARTICLE IX

### Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

## ARTICLE X

### Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

10.3 Not applicable.

## ARTICLE XI – Not Applicable

## ARTICLE XII

### Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.



(b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 5626 dated 02/01/1997.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: *R.C. Hayes*

By: *Kelley J. Scott*

Name: Robert Hayes

Name: *Kelley J. Scott*

Title: Senior Vice President, Chief Commercial Officer

Title: *Director of State Purchasing/Chief Procurement Officer*

Date: *5/28/2014*

Date: *5/14/14*

**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit A: 14 MAY 2014**

Date Range: 03/01/2015 to 02/28/2025

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Maximum Daily Quantity (MMBtu)*</u>											
Zone 1																		
MOPS-Refugio FGT	611	25809	57	14	14	57												
Zone 1 Total:			57	14	14	57												
Zone 2																		
NGPL Vermilion	57391	32606	105	26	26	105												
Zone 2 Total:			105	26	26	105												
Zone 3																		
Transco/Citronelle FGT Capacity	62132	157553	138	35	35	138												
Zone 3 Total:			138	35	35	138												
Total MDTQ:			300	75	75	300												

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

**EXHIBIT B**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit B: 14 MAY 2014**

Date Range: 03/01/2015 to 02/28/2025

<u>Point(s) of Delivery</u>	<u>Point Description</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>Maximum Daily Quantity (MMBtu)*</u>		
					<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
St Joe Overstreet		56657	68141	300	75	75	300
<b>Total MDTQ:</b>				300	75	75	300

Quantities are exclusive of Fuel Reimbursement.

FOR INTERNAL USE ONLY  
Request No. 164305  
Contract No. 5626  
Legal Entity No. 5979  
DUNS No. 809396955

**EXHIBIT C**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit C: 14 MAY 2014**

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

Contract Extension

Realignment of Points

Contract Quantity

Administrative Contract Consolidation

Service Agreement Number      MDTQ      Termination Date      Extension Rights


TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES

By:   
Robert Hayes

By:   
Name: Kelley J. Scott

Title: Senior Vice President, Chief Commercial Officer

Title: Director of State Purchasing & Chief Procurement Officer

Date: 5/28/2014

Date: 5/14/14



**Attachment B  
State Term Contract  
No. 83101601-19-1  
For  
Natural Gas Supply**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor), collectively referred to herein as the “Parties.”

The Contractor submitted a response to the Department’s solicitation Invitation to Bid (ITB) No. 19-83101601-T. After concluding all evaluations, the Department has determined that the Contractor’s response provides a best value to the State of Florida.

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on July 1, 2019. The Contract shall expire on June 30, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: Addenda, in reverse order of issuance
- b) Exhibit B: Scope of Work, Attachment A from the ITB
- c) Exhibit C: Special Contract Conditions, Attachment C from the ITB
- d) Exhibit D: Markup Sheet, Attachment J, from the ITB
- e) Exhibit E: ITB and ITB Attachments (not incorporated in addenda)
- f) The Contractor’s response to this solicitation

State Term Contract No. **83101601-19-1**  
For  
**Natural Gas Supply**

**IV. Contract Management.**

**Department's Contract Manager:**

Frank Miller  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [frank.miller2@dms.myflorida.com](mailto:frank.miller2@dms.myflorida.com)

**Contractor's Contract Manager:**

[Insert Contractor Manager Name]  
[Insert Contractor name]  
[Insert Contractor's physical address]  
Telephone: [(XXX) 555-XXXX]  
Email: [jane.doe@business.gmail.com]

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Insert Contractor Name**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Rosalyn Ingram

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

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

## **Attachment C**

### **Special Contract Conditions**

#### Table of Contents

SECTION 1. DEFINITION. ....	2
SECTION 2. CONTRACT TERM AND TERMINATION. ....	2
SECTION 3. PAYMENT AND FEES. ....	3
SECTION 4. CONTRACT MANAGEMENT. ....	4
SECTION 5. COMPLIANCE WITH LAWS. ....	6
SECTION 6. MISCELLANEOUS. ....	8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION. ....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. ....	10
SECTION 9. DATA SECURITY AND SERVICES. ....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. ....	14
SECTION 11. CONTRACT MONITORING. ....	14
SECTION 12. CONTRACT AUDITS. ....	16
SECTION 13. BACKGROUND SCREENING AND SECURITY. ....	16
SECTION 14. INFORMATION TECHNOLOGY. ....	18

**In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference and is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a 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 must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the



Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

#### **3.6 Annual Appropriation.**

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess

of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe  
Address  
Telephone #  
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe  
<Insert Contractor name>  
<Insert Contractor's physical address>  
Telephone: (XXX) 555-XXXX  
Email: [jane.doe@business.gmail.com](mailto:jane.doe@business.gmail.com)

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

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 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 SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

### 5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

### 5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

### 5.5 Scrutinized Companies—Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

### 5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

## **SECTION 6. MISCELLANEOUS.**

### **6.1 Subcontractors.**

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

### **6.2 Assignment.**

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

### **6.3 Independent Contractor.**

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

### **6.4 Risk of Loss.**

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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 commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

### **6.5 Safety Standards.**

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

### **SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

#### 7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor

must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

#### 7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide 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.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.



Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**8.2 Protection of Trade Secrets or Confidential Information.**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor

will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

### **SECTION 9. DATA SECURITY AND SERVICES.**

#### 9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

#### 9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

### 9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

### 9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims,

suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

#### 9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

### **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

#### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

#### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

#### 10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

### **SECTION 11. CONTRACT MONITORING.**

#### 11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

#### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires

correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

### 11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### 11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract 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 will 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 of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

### **12.2 Payment Audit.**

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### **13.1 Background Check.**

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the

Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

### 13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;

- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. INFORMATION TECHNOLOGY.**

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

#### 14.1 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 \$250,000, 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 contained 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 backup 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 Department 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 to the 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 to the Contractor under any contract with the State.

#### 14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.



## Attachment D Special Instructions to Bidders

### 1. Vendor Bid System

The Department has designated the Florida Vendor Bid System (VBS) at [www.myflorida.com/apps/vbs](http://www.myflorida.com/apps/vbs) as the state's centralized procurement website for electronic posting of solicitations, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards.

Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement. See the Timeline of Events in the solicitation document for information regarding timing of the posting of decisions. However, the dates and times within the Timeline of Events are subject to change. The agency decisions will remain posted for 72 hours, not including weekends or State observed holidays.

### 2. MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

**ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

**3. MFMP Sourcing**

Respondents must submit responses using the online procurement system known as MyFloridaMarketPlace (MFMP).

- 4. MFMP Sourcing Phases:** A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

**3.1 Preview Status**

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

**3.2 'Open' Status**

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Bids until the Bids Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Bids Due date and time listed in the solicitation's Timeline of Events section.

### 3.3 'Pending Selection' Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

### 3.4 'Completed' Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Bids has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

## 5. **MFMP Training**

MFMP University offers Vendor training materials on the Department's website at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/training\\_for\\_vendors](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors).

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations: [https://www.dms.myflorida.com/content/download/140134/903704/Responding\\_to\\_Electronic\\_Solicitations.pdf](https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf)

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

## 6. **MFMP Assistance**

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or (866) 352-3776.

## Revised Attachment E Responsiveness Requirements

SOLICITATION SECTION REFERENCE OR ATTACHMENT	RESPONSIVENESS REQUIREMENTS
ITB – Timeline of Events	The Bid was received by the date/time indicated in the Timeline of Events.
Attachment C – Section 5.4	The Bidder is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the <a href="#">PUR1001 form</a> . (Certifying by signature below)
ITB – Section 4.1	The Bidder is in compliance with Section 9 of the <a href="#">PUR1001 form</a> . (Certifying by signature below)
Attachment C – Section 5.5	The Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (Certifying by signature below)
Attachment C – Section 5.3	The Bidder certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
Attachment K	The Bidder will execute the No Offshoring Attachment, at the time of executing the contract and annually thereafter pursuant to the Contract. (Certifying by signature below)
Attachment I	The Bidder will execute the Savings/Price Reductions – PUR7064 Attachment, at the time of executing the contract. (Certifying by signature below)
Attachment A	The Bidder, if awarded the contract, will comply with all the requirements of the Scope of Work. (Certifying by signature below)
	The Bidder has paid all MFMP transaction fees due to the State of Florida through the date of submission of the response. (Certifying by signature below)
Attachment J	The Bidder has provided a Markup Sheet that includes prices for all initial and renewal years. (Certifying by signature below)
Attachment J	The Bidder agrees that it will be found nonresponsive if it submits the Markup Sheet in a format other than Excel. (Certifying by signature below)
ITB	The Bidder certifies it has provided to the Department a written opinion of an attorney at law in accordance with section 6.1 of the ITB (if applicable). (certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

## Attachment F Vendor Information

Invitation to Bid ITB No. 19-83101601-T Natural Gas Supply	
<b>Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a>. DO NOT CHANGE THE FORMAT OF THIS FORM.</b>	
VENDOR NAME:	
VENDOR FEID NO.:	
VENDOR FEID MFMP LOCATION SEQUENCE NO.	
STREET ADDRESS:	
CITY, STATE and ZIP:	
WEBSITE ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)	
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____
AUTHORIZED RESELLERS	Yes ____ No ____
AUTHORIZED RESELLERS (LIST IF APPLICABLE)	
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)	
MFMP CATALOG	Yes ____ No ____
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)	
<b>Person Responsible for Administering The Contract</b>	
NAME:	
TITLE:	

STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
<b>Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.</b>		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

## Attachment G

### Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where equal bids, proposals or replies are received, preference shall be given to the Bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, 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 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDER'S NAME:

---

By: \_\_\_\_\_  
Authorized Signature Print Name and Title

## Attachment H Quarterly Sales Report

Contract  
Contractor

Total Orders:	4
Total Sales:	\$537.15
Total Ref Cost	\$1,237.68
Total Savings Amount:	\$700.53
Total Savings Percent:	57%

	Order Count	Total Sales
State Agency	2	\$278.61
Cities & Counties	0	\$0.00
Schools K-12	1	\$93.54
Colleges & Universities	1	\$165.00
Other	0	\$0.00

Reporting period:

Order Date	Purchase Order Number/ Pcard Transaction Number	Customer (Ordering Entity)	Customer Type	United Nations United Nations Standard Products and Services Code (UNSPSC)	Standard Product Code (UPC or GTIN)	Description	Manufacturer	Manufacturer ID	Quantity	Unit of Measure	Unit Price	Total Price	Reference Price (MSRP) [per Unit]	Referenced cost (Reference price X Quantity)	Actual Savings Amount (referenced cost - Total Price)	Savings Percentage
	EQ1	Dept of Citrus	State Agency	47131500	44600159485	WIPES,DISINFECTING,LEMON	CLOROX	COX15948EA	3	EA	\$6.34	\$19.02	\$10.57	\$31.71	\$12.69	40%
	PO1	Dept of Children & Families	State Agency	24141700	72782051600	LABEL,LSR,ADD,1X2-5/8,W/E	Avery	AVE5160	3	BX	\$16.53	\$49.59	\$48.63	\$145.89	\$96.30	66%
	PO1	Dept of Children & Families	State Agency	14111515	33317192120	CALCULATOR,GRAPHING,BK	TEXAS INSTRUMENTS	TEXTI84PLUS	2	EA	\$105.00	\$210.00	\$150.00	\$300.00	\$90.00	30%
2/15/2016	50	Florida State University	OEU Colleges and Universities	26110000	39800083562	BATTERY,EVERDY,GOLD,AA,24PK	EVEREADY	EVEA91BP24HT	15	PK	\$11.00	\$165.00	\$32.34	\$485.10	\$320.10	66%
2/15/2016	100	Leon County Schools	OEU Schools K-12	44110000	21200155772	POST-IT,PLN,3X3,YW	3M CO	MMM654YW	6	PK	\$7.96	\$47.76	\$23.40	\$140.40	\$92.64	66%
1/6/2016	100	Dept of Corrections	OEU Schools K-12	44121600	71701450135	CARTRIDGE,TAPE,1/2"-BK/W/E	SANFORD	DYM45013	6	EA	\$7.63	\$45.78	\$22.43	\$134.58	\$88.80	66%
												\$0.00		\$0.00	\$0.00	#DIV/0!

# EXAMPLE



**Attachment I**  
**SAVINGS/PRICE REDUCTIONS – PUR7064**

The Contractor is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract.

DATE \_\_\_\_\_

COMPETITIVE PRICES OFFERED AVERAGE \_\_\_\_\_ % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

---

---

---

---

---

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

CONTRACTOR NAME: \_\_\_\_\_

STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

---

---

---

---

WHAT WERE THE RESULTS? \_\_\_\_\_

PURCHASING ANALYST/SPECIALIST: \_\_\_\_\_

**Attachment J  
Markup Sheet**

ITB 19-83101601-T  
Natural Gas Supply

**Please note that the Bidder is required to enter information in all of the cells that are highlighted in yellow.**

BIDDER NAME			
Basis	FTS-1 Service Agreement (Reference ITB Attachment C)	FTS-2 Service Agreement (Reference ITB Attachment C)	Sum of FTS-1 and FTS-2 Firm Markup
Firm Markup per <b>DTH</b> for Initial Contract Term (three years)			** NO BID **
Firm Markup per <b>DTH</b> for optional Renewal Contract Term (three years in whole or in part)			** NO BID **
Calculated Firm Markup			** NO BID **

## Attachment K No Offshoring

The undersigned Bidder hereby attests that it will not utilize offshore subcontractors in the performance of a Contract award from the solicitation and will remain in compliance with the subcontractor clause in the Contract.

**Bidder's Name:**

**Bidder's Federal Employer Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by

\_\_\_\_\_  
(Signature of Notary)

Check One:

Personally Known

Produced the following ID \_\_\_\_\_