



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1875 ORANGE AVENUE EAST
TALLAHASSEE, FL 32301

INVITATION TO NEGOTIATE: FWC 19/20-42
TITLE: GOOUTDOORSFLORIDA SOLUTION REBID

RESPONDENT ACKNOWLEDGEMENT FORM

Purpose: The intent of this ITN is to solicit responses from qualified vendors in order to procure services for the Office of Licensing & Permitting. Services are needed to assist with managing mission-critical projects on a statewide basis to include, but are not limited to the following: Management of approximately 9 million license holder records; Management of approximately 900 retail locations and tax collector offices, including all point of sale equipment; Management of the issuance of approximately 300 license and permit types; Management of the collection, processing, and disbursement of fees collected for the issuance of licenses and permits; Management of marketing efforts related to promotion of recreational licenses and activities; Management and responsibilities of additional licensing activities. These services shall be negotiated through this ITN and shall meet the minimum requirements set forth in the Scope of Work and the specifications herein. The Commission intends to contract with the responsive and responsible vendor whose response is determined by the Commission to provide the best value to the state. "Best Value", as defined in Section 287.12(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.

Responsive: To be responsive, a response must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this ITN. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this ITN and which, for reasons of policy, must be complied with at risk of response rejection for non-responsiveness.

Non-Responsive: Any submission that does not comply with this ITN in any way, does not contain all the properly signed forms, supplements or deviates from the ITN requirements or has an incomplete Cost Sheet may be considered non-responsive at the discretion of Procurement Manager.

Responsible Companies: The Commission shall only consider responsible companies. Responsible companies are those that have, in the sole judgment of the Commission, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Commission may also consider references and quality of response to determine the responsibility of the Respondent. The Commission reserves the right to use any information, whether supplied through the Respondent's submission or otherwise obtained, in determining responsibility.

Rejection of Responses: The Commission reserves the right to reject any and all responses and to waive any minor irregularity in the submissions received in response to this ITN. The Commission reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject responses accordingly.

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____

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

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

Date: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



**FWC 19/20-42-GOOUTDOORSFLORIDA SOLUTION REBID
INVITATION TO NEGOTIATE – CALENDAR OF EVENTS**

SCHEDULE	DUE DATE	METHOD
ITN Advertised – Released	October 22, 2019	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
Deadline for Questions	Must be received PRIOR to: November 1, 2019 @ 5:00 PM ET	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	November 8, 2019	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED RESPONSE DUE (REMEMBER: ITN number should be clearly marked on envelope)	Must be received PRIOR to: November 22, 2019 @ 3:00 PM ET	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 1875 Orange Avenue East Tallahassee, Florida 32301
Public Response Opening	November 22, 2019 @ 3:00 PM ET	
Anticipated Date of Evaluation Period	From December 2, 2019 to December 13, 2019	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Negotiation Period	From January 6, 2020 to January 17, 2020	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
Anticipated Date of Intended Award	February 3, 2020	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu

GENERAL CONDITIONS

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six (6) major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

A Respondent submitting a response shall be registered in the MyFloridaMarketPlace (MFMP) system and, where required, the Sunbiz system prior to the ITN opening. Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Respondent may not be considered for an award, if not registered in the MFMP and Sunbiz system. The Respondent's registration address and federal employer identification (FEID) number should match the Respondent's address and FEID number listed on the **Respondent Acknowledgment form (page 1-2)**.

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

Response from Respondent shall include all necessary equipment to complete the job. The Respondent is required to supply all specified documentation when submitting a response for this project.

Please note:

- The terms "Contract," and "Agreement" are used interchangeably in the document.
- The terms "Commodities" and "Goods" are used interchangeably in the document.

TERMS AND CONDITIONS

PUR 1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Respondent or Contractor, including any appearing in documents attached as part of a Respondent's response. In signing and submitting its response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

The terms and conditions of **the Sample Contract**, are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Attachment A**.

TERM

The contract will be effective **for eight years upon execution of the contract**. Payments will not be made until expiration of the current contract. Payments will begin following implementation of the new solution, October 3, 2021.

Delivery shall be completed by the Contractor by the Delivery Date of **October 3, 2021**. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Delivery Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to eight (8) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Contractor shall supply a price for each year that a contract may be renewed.

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

SCOPE CHANGES AFTER CONTRACT EXECUTION

The Commission shall provide written notice to the successful bidder thirty (30) days in advance of any Commission required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

CONDITIONS AND SPECIFICATIONS

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

DEADLINE FOR QUESTIONS

Any questions from Respondents that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the Respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu).

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Rachel Korade, Procurement Manager
1875 Orange Avenue East, Tallahassee, Florida 32301
Rachel.Korade@myfwc.com

LIMITATION ON RESPONDENT CONTACT DURING SOLICITATION PERIOD

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

RESPONDENT SPECIFICATION INQUIRIES

If the specifications of this Invitation to Negotiate (ITN) could restrict potential Respondent competition, the Respondent has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the ITN.

Requested changes to the Commission's specifications shall include the Respondent's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Respondent's failure to request changes by the prescribed date and time shall be considered to constitute the Respondent's acceptance of the Commission's specifications.

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

It is up to the Respondent to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. The solicitation package may also be requested from the Commission's Purchasing Section by calling (850) 488-6551. Please have the solicitation number and Respondent information available when requesting any information.

RESPONSE OPENING LOCATION

The public opening of this ITN will be conducted at the date and time specified in the **Calendar of Events (Page 3)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, 1875 Orange Avenue East, Tallahassee, Florida, 32301. **RESPONSES RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any response documents or the attendance at any related meeting or response opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three (3) workdays prior to the opening.

MAILING INSTRUCTIONS

Respondents shall submit one (1) original hard copy, twelve (12) additional hard copies of the response and shall submit twelve (12) electronic copies of the response on individual USB drives. Compact disk copies will not be accepted. Pages should be numbered in a logical, consistent fashion. Figures, charts and tables should be readable and legible and should be numbered and referenced by number in the text. Hard copies should be labeled and submitted in tabbed sections in the order listed in Mandatory Responsiveness Requirements of the ITN. All responses shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, 1875 Orange Avenue East, Tallahassee, Florida 32301. **The envelope shall be plainly marked on the outside with: SOLICITATION NUMBER, DATE AND TIME OF THE RESPONSE OPENING.**

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

PLEASE NOTE: The Commission's official business hours of operation are 8:00 AM–5:00 PM ET, exclusive of Saturdays, Sundays and state holidays. Selecting delivery services, such as next day first delivery, may result in attempted delivery prior to opening or closing, and the Commission will not be available to accept those deliveries. **THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.**

MANDATORY RESPONSIVENESS REQUIREMENTS FOR RESPONSE SUBMISSION

Response submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory)

The Respondent shall complete and submit the Respondent Acknowledgment Form (page 1) in its entirety and return the form as part of the ITN response or the response shall be deemed non-responsive.

TAB B. References (Mandatory)

The Respondent shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with the response. The References form shall be completed in its entirety and returned as part of the ITN response or the response shall be deemed non-responsive.

TAB C. Experience (Mandatory)

The Respondent shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Respondent experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety and returned as part of the ITN response or the response shall be deemed non-responsive.

TAB D. Statement of Bondability (Mandatory)

The Respondent shall provide a letter, signed on or after October 15, 2019, from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least \$3,000,000. The Statement of Bondability shall be completed in its entirety and returned as part of the ITN response or the response shall be deemed non-responsive

TAB E. Project Plan (Mandatory)

The Project Plan shall be completed in its entirety and returned as part of the ITN response or the response shall be deemed non-responsive.

1. Proposed Solution and Scope of Work

Respondents shall prepare a brief executive summary demonstrating an understanding of the GoOutdoorsFlorida Solution and an overview of the products and/or services offered, including a brief description of the Respondents' project approach and any other summary information the Respondent deems to be pertinent.

The Commission is open to solution strategies and approaches that maximize cost savings and/or enhance services.

Response shall describe the following, at a minimum:

- a. Overview of the proposed solution,
- b. How the proposed solution provides flexibility and adaptability,
- c. Proposed project management, communication approach and methodology for managing the work defined in Scope of Work. Include, at a minimum:
 - i. Any industry standards incorporated into the project management approach,
 - ii. The benefits and risks associated with the methodology, and
 - iii. Mitigation plan for addressing the project plan risks.
- d. How customers, License Agents and Tax Collectors will interact with the system to obtain information and services,
- e. How the Commission and Authorized users will interact with the solution to perform their activities,
- f. How the proposed solution enables all users to interact, collaborate and communicate with each other to achieve the goals and objectives of the Commission,
- g. How the proposed solution is innovative,
- h. Proposed equipment for License Agents and Tax Collectors, and
- i. How the response addresses System Development, Operations, and Maintenance, at a minimum:
 - i. System development lifecycle (SDLC) methodology that supports the requirements of Scope of Work,
 - ii. Reports/analytics (business intelligence) development approach and methodology,
 - iii. Forms and correspondence development approach and methodology,
 - iv. Functional design approach and methodology,

- v. Technical design approach and methodology,
 - vi. Interface design and implementation approach and methodology,
 - vii. Location for software development activities,
 - viii. Data conversion approach and methodology,
 - ix. Installation and implementation approach and methodology,
 - x. Hardware installation approach and physical installation location,
 - xi. Business continuity
 - xii. Support and maintenance that will be provided for the proposed solution,
 - xiii. Skillset and technologies needed for Commission staff to build, transition, and maintain the proposed solution, and
 - xiv. Approach to handling version upgrades during implementation
- j. Proposed Training Plan to include, at a minimum:
- i. Details such as duration of the program,
 - ii. Location(s) of training,
 - iii. Curricula,
 - iv. Training materials and methods,
 - v. Number and frequency of sessions, and
 - vi. Number and level of instructors.
- k. Proposed Marketing Plan,
- l. Proposed portion of the Hard Card fee that will be reinvested into Marketing or other Commission-approved purposes, and
- m. How the proposed solution will address the different methods of proving residency status provided in Section 379.101(30)(b), F.S., and whether the proposed solution will be able to accommodate the specific documentation needed to prove residency under each method.
2. Project Plan & Schedule
 Respondents shall provide a fully defined Project Plan and Schedule including all the tasks and associated effort to deliver the proposed solution in all anticipated releases. The Project Plan and Schedule shall be in accordance with Project Management Institute (PMI) and Project Management Body of Knowledge (PMBOK) standards.

Response shall describe the following, at a minimum:

- a. The overall delivery approach for accomplishing the tasks described in Scope of Work. The approach must include a discussion of how the Respondent will address the phased rollout of the solution and the related services for each release.
- b. The Transition Plan for transitioning from the current system(s) to the proposed solution,
- c. Proposed process for converting existing data into the new solution's database,
- d. How the response ensures the implemented products meets the needs of the Commission and our customers, at a minimum:
 - i. Review of system requirements,
 - ii. Review of system design,
 - iii. Developer testing,
 - iv. Functional testing,
 - v. Performance testing,
 - vi. Regression testing,
 - vii. User Acceptance testing,
 - viii. Usability testing, and
 - ix. Load testing
- e. How the delivery approach will help achieve the desired outcomes for the Commission, by providing solution details and specific examples of planned implementations.
- f. Overview of the transition approach to include all anticipated releases.

3. Project Organization

Respondents shall describe the Project team structure of staff who will be involved in the GoOutdoorsFlorida Solution.

Response shall describe the following, at a minimum:

- a. Structure of staff during initial development
- b. Structure of staff after implementation
- c. Description of how staff resources will be monitored and adapted to accomplish the needs of the project

4. Business Analysis Strategy

Respondents shall provide a full business process and workflow analysis.

Response shall describe the following, at a minimum:

- a. Business process mapping, and

b. Requirements validation

5. Security

Respondents shall describe their Cyber security approach and methodology.

TAB F. Cost Sheet (Mandatory)

TAB G. Addendum

ECONOMY OF PRESENTATION

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this ITN. Elaborate binding, colored displays, and promotional materials are not required. However, examples of services provided may be included as attachments to the response. Emphasis in each response must be on completeness and clarity of content. To expedite the evaluation of responses, it is essential that Respondents follow the format and instructions contained herein. All costs associated with preparing a response to this ITN is the sole responsibility of the Respondent.

RESPONDENT ACKNOWLEDGMENT

For this response to be considered responsive, the **Respondent Acknowledgement Form (pages 1-2)** must be completed in its entirety, signed by the Respondent and returned as part of the response. Otherwise the response will be deemed non-responsive. By affixing your signature to the Respondent Acknowledgement Form, the Respondent hereby states that the Respondent has read all response specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the Commission under these response specifications..

SELECTION AND EVALUATION OF RESPONSES

An evaluation committee consisting of representatives with collective knowledge and experience related to the solicitation's program areas will independently evaluate and score each Respondent's response. The **Evaluation Criteria Sheet (Attachment B)** will be used by the evaluation committee to assign scores to all evaluated responses designated as responsive.

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score.

GENERAL EVALUATION CRITERIA

General evaluation criteria include the following:

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be initially submitted as outlined in the [Mandatory Responsiveness Requirements for Response Submission](#) and [Economy of Presentation](#) sections.
2. Non-responsive responses may include, but are not limited to, those that:
 - a. are irregular or are not in conformance with the requirements and instructions contained herein;

- b. fail to utilize or complete prescribed forms; or
 - c. have improper or undated signatures.
3. The Commission may waive minor irregularities in the responses received that are merely a matter of form and not substance, and the corrections of which are not prejudicial to other respondents.

A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.

EVALUATION SCORING FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Proposed Solution and Scope of Work (40 points)
2. Project Plan and Schedule (20 points)
3. Project Organization (5 points)
4. Business Analysis Strategy (5 points)
5. Security (15 points)
6. Experience (15 points)

NOTE: Each evaluator independently chooses the score based on their own judgment. Failure of the Respondent to provide any of the information required in their ITN response may result in a score of zero (0) for that element of the evaluation.

NEGOTIATIONS: After the evaluation of responses based on the criteria, the Commission will establish a competitive range of responses reasonably susceptible of award and will select one or more Respondents within the competitive range to commence negotiations.

The Respondents selected will each be scheduled to meet with the Negotiation team to provide an oral/technical presentation of their firm's capabilities and approach to the project. The Respondents will be notified of a time and date for the presentation. The presentations will be used to present the Respondent's approach and improve understanding about the Commission's needs and expectations with questions and answers at the end of the presentation. Respondents should be prepared to discuss and negotiate their response, presentation and pricing, and discuss any issues or problems.

Respondents shall plan travel accordingly. The Commission will begin negotiations as determined necessary by the Commission. The Commission reserves the right to conduct negotiations sequentially or concurrently. If the Commission is unable to reach agreement with a vendor on any scope of work issue or contractual issue, the Commission may eliminate that vendor from further consideration. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Commission.

The Commission reserves the right to negotiate different terms, additional terms, and related price adjustments if the Commission determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Commission may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

BEST AND FINAL OFFERS (BAFO)

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

FWC CONTRACT MANAGER

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC:

- review, verify, and approve receipt of services/deliverables from the Contractor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the Contractor; and, if applicable, complete the Certificate of Contract Completion form; and
- maintain an official record of all correspondence between the Commission and the Contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

VERBAL INSTRUCTION PROCEDURE

Respondents may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Respondent as a result of any discussion with any Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Respondent questions during the solicitation period, an addendum shall be posted on the Vendor Bid System website. **Each Respondent is responsible for monitoring the Vendor Bid System website (http://vbs.dms.state.fl.us/vbs/main_menu) for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Respondent's failure to obtain the information made available through the Vendor Bid System.

REFERENCES

Each prospective Respondent shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the response. See attached **reference form** for more detail.

POSTING OF RESPONSE TABULATION

Response Tabulation, with recommended award, will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at http://vbs.dms.state.fl.us/vbs/main_menu, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Awarded Respondents are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease,

Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

CONTRACT

The Written Agreement and the successful Respondent's Best and Final Offer (BAFO) shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Written Agreement then to the Best and Final Offer then to the Invitation to Negotiate then to Contractor's response. The Commission reserves the right to revise the Written Agreement as necessary to meet the requirements of this ITN.

NOTICE TO PROCEED

The awarded Respondent shall not initiate work under this contract until the required Performance Bond and Insurance documentation have been received by the Commission and an official written Notice to Proceed has been received from the Commission's Contract Manager.

DELIVERABLES

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

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

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Contract and/or Amendments by the completion date, the Commission shall have the right to deduct liquidated damages from any amount due and payable to the Contractor. Liquidated damages shall be assessed in the amount of **\$150,000.00** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

WARRANTIES/DAMAGED ITEMS/DELIVERY

The Contractor shall assume full responsibility for providing or ensuring warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the Commission. If Contractor is not the Manufacturer, all Manufacturer warranties must be passed through to the Commission.

Delivery shall be made no later than the specified Delivery Date. The Contractor shall pay all costs associated with delivery and shall assume full responsibility for all item(s) damaged prior to the F.O.B. destination delivery and agree to hold harmless the Commission of all responsibility for prosecuting damage claims.

The Contractor shall assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the Commission of such defect or damage.

PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the Commission for this project. Prior to commencing any work, and within ten (10) days after issuance of a Contract, the Contractor shall furnish a Performance Bond in the amount of \$3,000,000 to ensure full and complete performance of the contract to the attention of the Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the Contract number assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bond has been received.

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

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of a Cashier's check, Official bank check or Money order in the amount of the bond. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

Work shall not begin before the Commission receives the Performance Bond. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved Contractor list for future solicitations.

Following execution of the Contract and receipt of the Performance Bond, the Contractor shall provide, quarterly, the Commission with a surety bond continuation certificate or other acceptable documentation that the Performance Bond is valid and has been renewed each year.

DOCUMENTS, DATA, REPORTS, RESEARCH AND SURVEYS, ETC.

Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, the Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the **Contract**.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this ITN is specifically limited to the Contractor's price accepted by the Commission, and to the specific procedure for payment established in this ITN and the **Contract** executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the price paid for the

work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus, the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITN, including but not limited to equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITN including, but not limited to, those resulting from a "force majeure".

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such response, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org> or <http://dos.myflorida.com>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this ITN, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after response opening, whichever is earlier, the Commission receives a public record request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

SCOPE OF WORK
GO OUTDOORS FLORIDA SOLUTION REBID

INTRODUCTION

It is the mission of the Florida Fish and Wildlife Conservation Commission (Commission) to manage fish and wildlife resources for their long-term well-being and the benefit of people. We believe that Florida's residents and visitors are an integral part of achieving this mission and we are committed to providing them with access and opportunities to experience Florida's vast fish and wildlife resources. Our licensing solution is key to connecting people with these opportunities, and to effectively managing fish and wildlife resources.

In addition to their use as a management tool, licenses and permits provide necessary funding to carry out the work of conservation through direct revenue as well as federal matching under the Wildlife and Sportfish Restoration programs. The role of licensing in conservation is broader and deeper than funding alone. Every license and permit transaction is a conversation between the licensee and the Commission. That conversation, whether online, over the telephone, or in person, tells a story about who we are as an organization and what we believe in. It is an opportunity to build trust and support for conservation values or diminish it. In times when conservation organizations are increasingly called upon to do more with less, we must leverage each of these interactions for the good of our conservation mission.

The Recreational License Issuance Services (RLIS) is the Commission's current primary solution for the issuance of recreational fishing and hunting licenses, and related permits. This solution encompasses a suite of services including:

- sales,
- customer contact center,
- mobile application,
- project and change management,
- license fulfillment,
- agent management and support,
- administrative interface,
- development services,
- system maintenance and support,
- limited entry applications and awards,
- reporting,
- analytics,
- marketing, and
- financial management.

This Invitation to Negotiate (ITN) seeks responses to replace the RLIS solution. The new solution must be fully operational and prepared for a seamless transition from the current RLIS solution to the new solution effective October 3, 2021. The Commission's desire for this new solution is that it will first and foremost

provide a suitable replacement for the suite of services currently provided under the RLIS solution. Additionally, the Commission desires to incorporate functionality necessary to meet other agency licensing and permitting needs not currently handled in the RLIS solution.

1. OVERVIEW OF SOLUTION

The following is a high-level overview of the solution. More detailed business requirements are found in **Appendix B**.

1.1. **Sales** – Provides for the issuance of all items, including licenses, permits, registrations, tags, etc., to Florida’s residents and visitors through the following sales channels:

1.1.1. GoOutdoorsFlorida.com – This is a Commission owned and registered URL which serves as the platform for the online sale of licenses and permits to the public, registrations, surveys, and applications and issuance of limited entry permits. There are approximately 900,000 license transactions processed through this sales channel annually, and approximately 440,000 limited entry transactions, including desktop, tablet, and mobile device transactions. This transaction volume makes up about 57% of all transactions. As the primary customer-facing sales channel, it is of utmost importance that this site is built with the customer experience in mind and remains easy to use, navigate and is built with responsive design to accommodate the growing number of mobile device interactions. The site should be available in both English and Spanish. The site should provide access to helpful information regarding hunting, fishing, and related activities as well as how to use the site. The site should provide for the automatic renewal of licenses. For information regarding historical peak system times refer to **Appendix P**.

1.1.2. Phone Sales – Provides for the sale and issuance of items to the public via the two toll-free telephone numbers owned by the Commission using a combination of IVR and live operator to ensure customer licensing needs are met. There are approximately 45,000 license transactions processed through this sales channel annually, and no limited entry transactions. This transaction volume makes up about 2% of all transactions.

1.1.3. Kiosk Sales – Provides for the issuance of licenses and permits to the public via a self-service license sales kiosk. Kiosks must be secure and maintain proper compliance to ensure customer information is not compromised. The Commission is currently piloting this issuance channel with a single kiosk located in the Tallahassee, Florida Bass Pro Shop. There have been approximately 415 transactions processed through the kiosk from April 2018 - August 2019. Our desire is to expand on the kiosk platform and we are open to ideas on how to successfully accomplish that.

1.1.4. License Agents and Tax Collectors – Provides for the web-based issuance of items to the public via license agents and tax collectors. There are approximately 960,000 license transactions processed through this sales channel annually, and 2,400 limited entry transactions. This transaction volume makes up about 41% of all transactions.

1.2. **Customer Contact Center** - Provides for adequate staffing and management of a highly professional, customer contact center to assist customers with questions including but not limited to item and application transactions, and purchase of items over the telephone. The customer contact center must be staffed with trained professionals who understand all procedures, business rules, laws, and concepts related to all products and services being offered and contemplated under this contract. The customer contact center shall be operational 24 hours a day, 7 days a week. The customer contact center works collaboratively with the Commission, providing seamless transition for

customers requiring warm transfers to Commission customer contact center based on agreed upon escalation protocol. More information on call statistics can be found in **Appendix J**. For information regarding Service Level Requirements refer to **Appendices B and K**.

- 1.2.1. Tracks and responds to inquiries related to the mobile app, internet sales channel, payments, and fulfillment of items.
- 1.2.2. Customer Contact Center employees must be dedicated to GoOutdoorsFlorida solution. In case of primary customer contact center failure, there must be a designated backup center which allows for continuous customer service.
- 1.3. **Fish|Hunt Florida Mobile App** – Provides for the management, maintenance, migration, development, and publishing of Fish | Hunt Florida within the app store (android, iOS, etc.). The app will be under the Commission’s name and account, and the Commission is responsible for renewal of the mobile app agreements and associated costs.
- 1.4. **Project Management** - The Contractor shall provide a Project Manager from the date of contract signing throughout the term of the contract, who is a certified Project Management Professional (PMP) from the Project Management Institute (PMI). Within a week of the signing of the contract, the Contractor will provide to the Commission a revised version of the Project Plan and Schedule provided with their response reflecting any negotiated changes to the project. Upon approval by the Commission, this Project Plan and Schedule will begin to be executed. The Contractor’s designated Project Manager shall be located in Tallahassee, FL for the duration of development and initial implementation of the solution. The Project Manager shall subsequently be available for in person meetings in Tallahassee, FL every 6-8 weeks or at the request of the Commission. Travel and related expenses for the Project Manager to attend in person meetings will be at the expense of the Contractor. The following Contractor functions will be performed at a Tallahassee, Florida based facility, unless otherwise authorized by the Commission:
 - 1.4.1. Training;
 - 1.4.2. Commission liaison/contract administration;
 - 1.4.3. Testing;
 - 1.4.4. Design, configuration and review sessions.
 - 1.4.5. The PMP is responsible for ensuring adherence to the Commission’s project and change management requirements as described in **Appendix B**. The PMP is expected to:
 - a. work collaboratively with Commission staff,
 - b. be highly responsive,
 - c. provide for an accessible point of contact for the GoOutdoorsFlorida solution, and
 - d. provide relevant updates on the status of projects and tasks as agreed upon by Contractor and Commission.

- 1.5. **Item Fulfillment** – Provides for the fulfillment and distribution of items purchased online or via the telephone where a hard-copy is selected by the purchaser. Provides for the fulfillment and distribution of all hard-card style licenses purchased through all sales channels, the bulk fulfillment and distribution of specified limited-entry permits, and the bulk fulfillment and delivery to Commission for specified limited-entry permits, and tracking of returned, undeliverable products. More information on fulfillment details can be found in **Appendix F**.
- 1.6. **License Agent and Tax Collector Management and Support** – Provides license agent applications to interested parties, receives and approves agents based on Commission approved criteria, facilitates completion of the agent agreement forms, creates agents in the solution, provides agents with equipment, trains agents and their staff on use of the solution, provides ongoing technical support, including fulfillment of supplies as provided in the agent agreement. Reference **Appendix S** for a sample agent agreement.
- 1.6.1. Equipment - There are currently over 800 License Agents and Tax Collectors, most of which sell licenses using equipment provided by our current Contractor. Solution services and operations shall be supported by suitable hardware and software designed to process item sales transactions and the distribution of revenue as well as to perform accounting and management activities.
- 1.6.2. The Commission expects the Contractor to provide all software application(s) and supporting hardware to manage services and operations. Support includes deployment and maintenance of Contractor owned printers, peripherals, and supplies such as license stock and printer ribbons; and maintenance and support of software application(s) and supporting hardware supplied by the Contractor.
- 1.6.3. License agents, who opt to utilize their own PC, will be required to provide a PC that meets specifications outlined by the Contractor, and broadband internet connection. The Contractor is expected to provide printers, cables and supplies for license agents who opt to use a PC connection.
- 1.6.4. Tax Collectors must continue to have the ability to print items with license printers and special license stock provided by Contractor. It is important for license agents to be provided with equipment that will allow for speed and accuracy of collecting and entering customer information into the system (i.e. 2-D barcode scanners, etc.). Locations of current License Agents and Tax Collectors and allocated equipment can be found in **Appendices G and E**.
- 1.7. **Administrative Interface** – The administrative interface is a vital component of the GoOutdoorsFlorida solution as it serves as the control panel by which the Commission manages user accounts and roles, system settings, licenses, permits, limited entry opportunities, and other items; accesses reports, manages customer and license agent accounts; processes license applications; and uses any other functionality necessary to successfully manage all aspects of the solution. This interface should be user friendly and be created with responsive design for mobile devices. The administrative interface should also include the task management functionality as detailed in **Appendix B**.
- 1.8. **System Development, Operations, and Maintenance** – Provides development services to implement modifications resulting from system enhancements, upgrades, programmatic, regulatory, or legislative requirements and changes, and provides for quality assurance/control and full regression testing of implemented modifications. The test environment should be secured as if in production environment, mimic the production environment and have the ability to use replicated production

data in terms of functionality, size, and complexity of data. Provides technical maintenance and support necessary to keep services optimally functional and secure. Provides application software specific to the sale and accounting of items as well as all support functions associated with the system. This includes system management and maintenance functions, as well as all interfaces between front ends and back ends.

- 1.9. **Processing and Database Servers** – Suitable computers and storage devices will process and record sales and accounting transactions. These devices must deliver performance that allows transactions to be conducted timely and within the confines of Commission business rules, which are further defined in **Appendix L**. Current Database information can be found in **Appendix N**.
- 1.10. **Limited Entry Applications and Awards** – Provides functionality for the receipt of applications and issuance of awarded limited entry permits via several different methods. Methods include, but are not limited to, first-come first-served, random draw lottery (with and without preference), special opportunity methodology, etc. Some limited entry permit types are highly sought after, and issuance of these permit types and all involved processes are monitored closely by the public.
 - 1.10.1. Limited Entry and Quota hunt permits (limited entry permits) are defined, authorized, and implemented under Florida Statutes and/or Florida Administrative Codes. These limited entry permits allow a fixed number of permits to be issued to customers and allows the customer to participate in a special hunting or fishing opportunity. Limited entry permits are grouped into broad limited entry permit types, sometimes referred to as “**Hunt Types**” (e.g. Quota – Archery), based on business rules. These limited entry permit types are then broken down into units that are typically issued for a specific date and location. Most, but not all, limited entry permits are no cost.
 - 1.10.2. Limited entry permits are issued through various application and drawing processes, based on business rules, which are further defined in **Appendix L**.
- 1.11. **Security** – A primary requirement of the Commission’s solution is to provide security to the data housed within it. To responsibly protect citizen data and prevent adverse impacts to the state economy, the solution must adhere to State and Federal security standards in an ever-evolving cyber security environment.
- 1.12. **Training** – The Contractor must provide Commission-approved user training for License Agents, Tax Collectors and Commission staff in the use of the solution. User training should include a variety of tools and techniques, including but not limited to a training manual.
- 1.13. **Communication** – Provides for various automated and custom notifications and messages to be sent on behalf of the Commission to customers as well as License Agents and Tax Collectors. Communications include but are not limited to renewal notices for expiring items, welcome notices for new customers, and notifications of changes impacting License Agents and Tax Collectors.
- 1.14. **Reporting** – Provides a replicated reporting database to be updated in real time. Provides access to predefined and ad hoc reports to Commission staff as well as License Agents, Tax Collectors, and the general public. Examples of a few current reports can be found on **Appendix H**.
- 1.15. **Analytics** – Provides an analytics dashboard containing high-level analytics, key performance indicators, and trend data for Commission staff. The dashboard should include filters and various options for visualization of data.

- 1.16. **Marketing** – Provides for the management of a marketing campaign as agreed upon by the Commission, to support the agency’s recruitment, retention, and reactivation of anglers and hunters. Examples of desired marketing opportunities include but are not limited to digital marketing, print marketing, enhanced communication, cross-sell and upsell opportunities, authorized donation opportunities, etc.
- 1.17. **Hard Cards** – Provides for the fulfillment of credit-card style license stock that displays items purchased. Hard cards are optional for customers purchasing certain item types but are automatically included with other item types (i.e. lifetime licenses, youth licenses, etc.). Artwork for the hard cards may be obtained by either the Commission or the Contractor but must be approved by the Commission. Customers pay \$5 per hard card (when not already included with the purchase). A portion of that \$5 is reinvested by the Contractor into marketing or other Commission-approved purposes and the remainder is retained by the Contractor. See **Appendix C** for sales statistics on hard cards.
- 1.18. **Gift Cards** – Provides for the sale of electronic gift cards. Allows for customizable messaging by Commission staff. Provides the recipient of a gift card to apply credit to the purchase of item(s).
- 1.19. **Financial Management** – Provides weekly transfer request files to the state’s bank to allow for the state’s bank to collect fees from all License Agents and Tax Collectors via ACH. Provides for accurate financial accounting and reporting, revenue controls, document management, and financial reconciliation.
- 1.20. **Item Fees** – The total cost of an item includes the fee ascribed in Chapter 379 Florida Statutes, and may also include an administrative fee, an agent fee, a Tax Collector fee, a handling fee, and county surcharge fee. **Appendix O** provides a detailed breakdown of fees and how they are allocated.

2. VISION FOR NEW SOLUTION

The Commission’s vision for the new GoOutdoorsFlorida solution includes the following:

- 2.1. **Seamless Transition** – The new GoOutdoorsFlorida solution will first and foremost be a suitable replacement for the suite of services currently covered by the RLIS solution, providing a relatively seamless transition for customers, License Agents and Tax Collectors, and Commission staff.
- 2.2. **Consolidated Solution** – The new GoOutdoorsFlorida solution should be capable of meeting other Commission licensing and permitting related needs including but not limited to the systems identified below. These systems are largely used by Commission staff for manual processing, approval, and issuance of applications received both online and by mail. Detailed requirements for these systems are documented in **Appendix B**; however, others may be identified during requirements validation.
 - 2.2.1. **Commercial Licensing** – The Commission’s commercial fishing and dealer licenses are currently issued using our Commercial Licensing System (CLS). Approximately 21,000 fishing and dealer licenses were processed through CLS in FY 2017-2018. The system is used to allocate and issue up to 2 million fisheries trap tags to license holders per year and has the capability to transfer items between qualified applicants. CLS creates invoices and tracks incoming paper checks and online payments to allocate money to the correct object codes. **Appendix C** has details on sales statistics.

2.2.2. **PermitMe** – The PermitMe system is the Commission’s current method of issuing no cost recreational items other than those issued in RLIS. Approximately 11,000 permits are issued to hunters, anglers, landowners, clubs, and event organizers via this system per fiscal year. The system is also used to award approximately 7,500 deer depredation tags and 24,000 antlerless deer tags to hunters per fiscal year.

2.2.3. **Captive Wildlife** – The Commission’s Captive Wildlife permits are currently processed manually. The desired solution would automate the application process and include configurable workflows for processing, inspections, species inventory, and approvals. There are approximately 6,500 Captive Wildlife permits processed a year. Some Captive Wildlife permits have a Law Enforcement inspection requirement.

2.3. **Flexible and Adaptable** – As technology rapidly changes, the way in which customers want to interact with us also changes. State fish and wildlife agencies have largely remained well behind current trends and technology. Our vision is a solution that will exist toward the front of these changes, a solution that will grow with the people that we serve. Our vision is also a solution that will expand with us as we learn and grow and as our approaches to fish and wildlife conservation adapt. The design of the solution shall be flexible in nature so that it can accommodate changes in items, business rules, laws, and technological changes without requiring major rewrites.

The Commission expects that, based on their experience, the Contractor shall be able to engineer a very flexible solution that will accommodate configuration changes within minimal development time.

2.4. **Strong Partnership** – Our vision is a Contractor that will partner with us on conservation. A solid understanding of our conservation values and goals and the role of the GoOutdoorsFlorida solution in representing those values and meeting those goals by leveraging customer experience, developing marketing strategies, and continual improvement is of utmost importance.

2.5. **Professionalism** – It is important that all work conducted under the GoOutdoorsFlorida solution represent a high level of professionalism and decorum, general workplace courtesy, and commitment to service.

3. EXECUTION OF SOLUTION

The following identifies a few key components of executing the new GoOutdoorsFlorida solution.

3.1. **Transition Plan** – Provide the key management strategies and procedures for managing and controlling the transition from the current system(s) to the Contractor’s proposed GoOutdoorsFlorida Solution. The Transition Plan will include all aspects of the transition and be in effect until the GoOutdoorsFlorida solution is fully operational. The Contractor must aid in the transition to the next GoOutdoorsFlorida solution if not awarded in the next contract cycle. The Transition Plan shall include the following items at a minimum:

3.1.1. Toll Free Numbers

3.1.2. Equipment

3.1.3. Data Migration

3.1.4. Data Destruction

3.1.5. Gift Cards

3.1.6. Automatic License Renewal

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

3.3. **Pre-Operational Services** – Certain services are required to be performed by the Contractor prior to full implementation of the GoOutdoorsFlorida solution. These services are integral to the development and operation of the solution and will support a successful implementation. Following are descriptions of the activities the Contractor will be required to perform prior to implementation.

3.3.1. **Data Conversion** – The Contractor will convert all existing data used in the current RLIS system to pre-populate the new solution’s database. Additional information can be found in **Appendix B**.

3.3.2. **Testing** – The Contractor shall conduct functional, unit, system/integration, regression, smoke, load/performance and/or stability tests as applicable as part of their quality assurance plan for each system release. Each applicable test shall be identified as a milestone in the Work Breakdown Structure (WBS). Use of industry-standard automated testing software is strongly encouraged. The software shall be flexible to be able to handle changes and requirements of any complexity, allow for the recording and playback of scripts, along with the ability to maintain an ongoing test data suite, thus ensuring 100% of the requirements are met and that regression testing will fully test all previous functionality. The amount and type of testing shall be commensurate with the size, scope, and risk of the specific release as mutually agreed upon by the Contractor and the Commission.

User Acceptance Testing (UAT) is the critical step for identifying whether a product is ready to be deployed. System performance load and stress testing will begin as early as feasible in the Execution of Solution phase and shall be conducted at appropriate intervals prior to the submission of the request for the system release to ensure acceptable performance in production.

3.3.3. **User Acceptance Testing (UAT)** – The Commission will perform acceptance testing of the solution code and/or database changes/additions after successful completion of Contractor testing. The Contractor shall prepare or update a User Acceptance Test (UAT) plan and test scenarios/scripts for users to follow during the initial structured portion of the UAT (following structured testing the users are encouraged to conduct their own free-form testing). The Contractor shall assist the Commission during the preparation and execution of the acceptance test by establishing test data and maintaining the test environment. The Contractor shall provide the draft version of all documentation, including the Requirements Traceability Matrix (RTM), which shall be delivered with the final product at the time of the initiation of the UAT period. The RTM shall clearly link the new and/or changed requirements to where and how they have been implemented in the system, to assist the users during testing. The Contractor shall correct any errors identified by the User Acceptance Test team. The Contractor shall document the results of the testing in the Test Report. Upon receipt of the report, the Commission will examine the test results and determine the readiness of the new or modified GoOutdoorsFlorida solution code and/or database changes/additions to be released into the production environment.

4. VENDOR QUALIFICATIONS

Minimum Requirement:

- 4.1. Companies must be based in the United States and all services and functions relating to this solicitation will be performed within the physical boundaries of the United States.

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**COST SHEET
RESPONDENT SHALL NOT ALTER THE PRICE SHEET IN ANY WAY**

All responses must include an itemized cost breakdown in U.S. Dollars. The Commission reserves the right to negotiate final costs based on changes in services or information presented in the response.

Respondent must complete **all** fields of the Cost Sheet. Respondent may put \$0.00 in a field not applicable for the proposed pricing structure. For example, if the monthly rate is not a proposed fee to be paid by the Commission in the Respondent’s pricing structure, that field would be \$0.00, but **cannot** be left blank. Respondent shall not alter the Cost Sheet in any way.

Cost shall not contain any Federal or State sales or use taxes. Respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment.

EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED (SEE RENEWAL CLAUSE).

PRICING STRUCTURE: INITIAL CONTRACT TERM

Line #	Sales Channel	Monthly Fee Paid by the Commission to the Contractor	Commission Transaction Fee Per Single Transaction	Customer Handling Fee Per Single Transaction	Customer Surcharge Per Single Transaction
1.	Agent and Tax Collector Sales	N/A	\$_____	N/A	N/A
2.	Phone Sales	N/A	\$_____	\$_____	\$_____
3.	Internet Sales	N/A	\$_____	\$_____	\$_____
4.	Kiosk Sales	N/A	\$_____	\$_____	\$_____
5.	Commission	\$_____	N/A	N/A	N/A

PRICING STRUCTURE: Renewal Years 1-8

Line #	Sales Channel	Monthly Fee Paid by the Commission to the Contractor	Commission Transaction Fee Per Single Transaction	Customer Handling Fee Per Single Transaction	Customer Surcharge Per Single Transaction
6.	Agent and Tax Collector Sales	N/A	\$_____	N/A	N/A
7.	Phone Sales	N/A	\$_____	\$_____	\$_____
8.	Internet Sales	N/A	\$_____	\$_____	\$_____
9.	Kiosk Sales	N/A	\$_____	\$_____	\$_____
10.	Commission	\$_____	N/A	N/A	N/A

MODIFICATIONS AND CHANGE ORDERS: Renewal Years 1-8

Line #	Description	Unit	Rate (paid by Commission)
11.	Initial Term – 8 years	Hourly Rate	\$_____
12.	Renewal Years 1-8	Hourly Rate	\$_____

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE RESPONSE AND AGREE TO FURNISH AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

REFERENCES

On the following pages, the Respondent must provide the required information for a minimum of 3 separate and verifiable clients.

- Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.
- Do not list projects completed for the Commission (see below).
- Do not list the same client for more than 1 reference.
 - **Example:** A Respondent has completed one project for Landscape Shop in Tallahassee and one project for Landscape Shop in Jacksonville. Only one of the projects may be listed because the client (Landscape Shop) is the same.
- Clients that the Respondent has provided having any affiliation with the Respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as references under this solicitation.
- Also, clients that the Respondent has listed as subcontractors in their response may not be used as references under this solicitation.
- Any additional references listed, over the required minimum of 3, will be considered in determining if the Respondent has satisfied the reference requirements as set out herein.

If the Respondent has changed names in the time since work was performed for a reference listed, then provide the name the Respondent previously operated under at the end of the project description for that reference.

In the spaces provided below, the Respondent shall list all names under which it has operated during the past 5 years.

Contractor Role: _____

Contract Value: \$ _____ Original: \$ _____ Actual: \$ _____

Explain variance, if applicable:

CLIENT #2 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Email: _____

Alternate Contact Name: _____ Telephone Number: _____

Email: _____

Project Name: _____

Project Dates for Work Performed (MM/YYYY): _____ to _____

Project Location: _____

Project Estimated Completion Date: _____

Project Actual Completion Date: _____

Explain variance, if applicable: _____

Brief description of the services performed for the project:

Contractor Role: _____

Contract Value: \$ _____ Original: \$ _____ Actual: \$ _____

Explain variance, if applicable:

Contractor Role: _____

Contract Value: \$ _____ Original: \$ _____ Actual: \$ _____

Explain variance, if applicable:

FWC 19/20-42
ATTACHMENT A

SAMPLE CONTRACT
STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONTRACT No. [Click here to enter Contract Number](#)

The FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and [Click here to enter Contractor Name.](#), [Click here to enter contractor FEID #.](#), whose address is [Click here to enter Contractor’s address.](#), hereinafter “**Contractor**”, collectively, “**Parties**”.

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to [Click here to enter a brief project/service description.](#):

The Commission has awarded this Contract [Click here to enter bid number or hit the space bar if the contract is not pursuant to a bid.](#) pursuant to the requirements of Sections 287.055 or 287.057, Florida Statutes; and

Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor’s response to the Commission’s solicitation is hereby incorporated by reference.

2. PERFORMANCE.

- A. Contractor Performance.** The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule,

or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects to perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract pursuant to paragraph ten (10) Remedies, below, in the event Contractor's ability to perform under this Contract becomes compromised.

- B. Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report.** Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-6551 will assist with questions and answers.
- C. Contractor Responsibilities.** Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
- D. Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

3. CONTRACT PERIOD.

- A. Contract Period and Limited Obligation Period.** This Contract shall begin upon execution by both Parties or [Click here to specify date.](#) (whichever is later) and end [Click here to specify date.](#), inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.
- B. Renewal – Competitive Procurement.** If this Contract was competitively procured pursuant to Section 287.057, Florida Statutes, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are

included in the Scope of Work. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- C. Renewal – Exceptional Purchase.** If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.
- D. Renewal – Professional Services.** If this Contract was competitively procured pursuant to Section 287.055, Florida Statutes, it may be renewed only to the extent and for the length of time the Request for Statement of Qualifications this Contract was procured under allows. In no case shall renewal exceed three (3) years, or a total term in excess of the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.
- E. Renewal Period.** This Contract may be renewed for a period not to exceed the original term of the Contract.
- F. Extension.** If this is a contract for contractual services, any extension of this contract as provided for in the Scope of Work, Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

4. COMPENSATION AND PAYMENTS.

- A. Compensation.** As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor Choose one of the following to complete this sentence.[Click here to enter an amount.](#)
- B. Payments.** The Commission shall pay the Contractor for satisfactory performance of the tasks identified in the Scope of Work, Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager, identified in paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in the Scope of Work, Attachment A, a final invoice

shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated and all work completed by the Contractor by the end of the Contract period identified in paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Commission's Contract Manager identified in Paragraph eleven (11). If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Travel Expenses.** If authorized in the Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- E. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify Contractor in writing at the earliest possible time if funds are not appropriated or available.
- F. Prohibition against Using Contract Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.
- H. Professional Services – Truth-In-Negotiation Certificate.** If this Contract is for professional services and contains a lump-sum or a cost-plus-a-fixed-fee form of compensation which exceeds the threshold of Category Four (**\$195,000.00**) as provided in Section 287.017, F.S., then:
- a. The Contractor must execute a Truth-in-Negotiations Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, pursuant to Section 287.055(5), F.S.

- b. The original contract price and any additions will be adjusted to exclude any significant sums by which the Commission determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates. All such contract adjustments must be made within one (1) year following the end of this Contract.

- I. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Scope of Work, Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- J. **Electronic Funds Transfer.** Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- K. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

- A. **MyFloridaMarketPlace.** In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.
- B. **Transaction Fee.** Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these

reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

- C. Transaction Fee Credits.** The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

6. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayments to Contractor.** Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by the Commission. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.** If Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and the Commission, Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

- A.** If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work, Attachment A.

9. TERMINATION.

- A. Commission Unilateral Termination.** The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.
- B. Termination – Fraud or Willful Misconduct.** This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.
- C. Termination - Funds Unavailability.** In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
- D. Termination – Other.** The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.
- E. Contractor Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

A. Financial Consequences.

In accordance with Subsection 287.058(1)(h), F.S., the Scope of Work contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Contractor's payment. The Commission shall apply any of these additional financial consequences:

- a. Temporarily withhold payments pending correction of the deficiency by the Contractor
- b. Reduction of payment if correction of deficiency is not made by the Contractor.
- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Request refund of previously disbursed payments.
- e. Wholly or partly suspend or terminate this agreement.
- f. Withhold future awards for the FWC projects.
- g. Take other remedies that may be legally available.
- h. Further financial consequences may be identified in the Scope of Work.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

FOR THE COMMISSION:

Contract Manager
Click here to enter Name.
Click here to enter Title
Click here to enter Facility
Click here to enter Address
Click here to enter City, State & Zip
Click here to enter Telephone #
Click here to enter Fax#
Click here to enter Email

FOR THE CONTRACTOR:

Contract Manager
Enter Vendor Contract Managers Name
Click here to enter Title
Click here to enter Facility
Click here to enter Address
Click here to enter City, State & Zip
Click here to enter Telephone #
Click here to enter Fax #
Click here to enter Email

12. AMENDMENT.

- A. **Waiver or Modification.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.
- B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.
- C. **Renegotiation upon Change in Law or Regulations.** The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary

13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

Choose an item.

- i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest

in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state.

- ii. **Use.** State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Contract, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

14. RELATIONSHIP OF THE PARTIES.

- A. Independent Contractor.** The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.
- B. Contractor Training Qualifications.** Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.
- C. Commission Security.** All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission’s security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor’s employees, subcontractors, or agents.
- D. Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

- E. Commission Rights to Undertake or Award Supplemental Contracts.** Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

15. SUBCONTRACTS.

- A. Authority.** Choose one of the following. Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work, Attachment A.
- B. Contractor Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

- A. Disclosure of Interested State Employees.** This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State

employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

- B. Convicted Vendors.** Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
- http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Vendors on Scrutinized Companies List.**
- i. **Scrutinized Companies.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- D. Discriminatory Vendors.** Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact

business with any public entity.” Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission’s Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor’s ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor’s ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

- A. Reasonably Associated Insurance.** During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.
- B. Workers Compensation.** To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker’s Compensation claims or will secure and maintain during the life of this Contract, Workers’ Compensation Insurance for all of its employees connected with the work of this project, with minimum employers’ liability limits of **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00** policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers’ Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers’ Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
- C. General Liability Insurance.** By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Attachment A, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

- D. Insurance Required for Performance.** During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work, Attachment A.
- E. Written Verification of Insurance.** Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.
- F. Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

- A.** This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- B.** If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii.** Keep and maintain public records required by the Commission to perform the service.
 - iii.** Upon request from the Commission's custodian of public records, provide the Commission 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.

- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

20. COOPERATION WITH INSPECTOR GENERAL.

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 shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Scope of Work, Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

22. RECORD KEEPING REQUIREMENTS.

- A. Contractor Responsibilities.** The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. State Access to Contractor Books, Documents, Papers, and Records.** The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General

of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. **Contractor Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. **Contractor Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.
- E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

23. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any

listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

Section 1.

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

- J. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. **CONTRACT-RELATED PROCUREMENT.**

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), 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 [PRIDE] in the same manner and under the same procedures set forth in Subsections 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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), 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, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. **Procurement of Recycled Products or Materials.** Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. **PROFESSIONAL SERVICES.**

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Contract is for the acquisition of professional architectural, engineering, landscape

architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Contract as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

28. NON-DISCRIMINATION.

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

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such

manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

31. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

- D. E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager 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 Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission 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, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or 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.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor’s obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the Contractor’s response to the solicitation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CLICK TO ENTER CONTRACTOR

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality by FWC Attorney

Signature

Attachments in this Agreement include the following:

Attachment A Scope of Work
Click or tap here to enter text.

FWC 19/20-42
ATTACHMENT B

EVALUATION CRITERIA SCORING

This evaluation sheet will be used by the Evaluation Team to assign scores to all responses that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

- **Point Value:** one is lowest possible score and the number indicated in this column is the highest possible. Failure of the Respondent to provide any of the information required in their ITN response may result in a score of zero (0) for that element of the evaluation.
- **Points Awarded:** total number of points given by the evaluator.

Evaluator Name: _____ Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
1	Proposed Solution and Scope of Work	0-40	
	<p>How well does the Respondent’s overview of the proposed solution meet the needs expressed in the Scope of Work and related appendices?</p> <ul style="list-style-type: none"> a. Sales Channels, b. Customer Contact Center, c. Mobile App, d. Project Management Plan, e. Fulfillment and Hard Cards, f. Agent Management and Support, g. Administrative Interface, h. System Development, Operations, Maintenance, and Servers, i. Limited Entry Functionality, j. Training Plan, k. Communication, l. Reporting and Analytics, m. Marketing, and n. Financial Management 		
2	Project Plan & Schedule	0-20	
	<p>How well does the Respondent’s overall delivery approach address how it will accomplish the tasks described in the Scope of Work?</p> <ul style="list-style-type: none"> a. Seamless Transition, b. Consolidated Solution, including all anticipated releases, c. Transition Plan <ul style="list-style-type: none"> i. Toll Free Numbers, 		

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
	<ul style="list-style-type: none"> ii. Equipment, iii. Data Migration, iv. Data Destruction, v. Gift Cards, and vi. Automatic License Renewals, and d. Pre-Operational Services <ul style="list-style-type: none"> i. Data Conversion, ii. Quality Assurance, and iii. Testing 		
3	Project Organization	0-5	
	<p>How well does the Respondent describe the Project team structure of staff who will be involved in the GoOutdoorsFlorida Solution and their roles in the Project?</p> <ul style="list-style-type: none"> a. Structure of staff during initial development, b. Structure of staff after implementation, and c. Description of how staff resources will be monitored and adapted to accomplish the needs of the project. 		
4	Business Analysis Strategy	0-5	
	<p>How well does the Respondent address the Business Analysis Strategy?</p> <ul style="list-style-type: none"> a. Business process mapping, and b. Requirements validation. 		
5	Experience	0-15	
	<p>How relevant is the Respondent's experience of providing services stated on the Experience Form??</p> <ul style="list-style-type: none"> a. Recent experience (within the past five (5) years') in operating an electronic solution, b. Experience operating a licensing solution including, but not limited to: <ul style="list-style-type: none"> i. License Sales, ii. Phone and Internet Services, iii. Development Support, iv. Agent Support, v. Mobile Application Development and Support, vi. Limited Entry Functionality, vii. Fulfillment, and viii. Automatic License Renewal Functionality, ix. Hunt/Fish Licensing, and x. And Other Licensing Services 		
	Total Score	0-85	

EVALUATION CRITERIA: SECURITY

Information Security Manager's Name: _____

Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
6	Security	0-15	
	How well does the Respondent address the Security requirements? a. Protect data, b. Prevent adverse impact to the state economy, and c. Adhere to State and Federal security standards		
	Total Score		

EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

Final Score (Determined by Purchasing)	0-100	
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