



**ADAM H. PUTNAM
COMMISSIONER**

Submit Bids to:

Florida Department of Agriculture and Consumer Services
407 South Calhoun Street - Mayo Building, Room SB-8
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181

Page 1 of <u>51</u> Pages	BIDS NO. ITB/DA-17/18-34
AGENCY MAILING DATE: November 20, 2017	WILL BE OPENED DECEMBER 12, 2017 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT DECEMBER 18, 2017
BID TITLE: COMMERCIAL OFF-THE-SHELF (COTS) LEARNING MANAGEMENT SYSTEM (LMS) LMS365	

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	AUTHORIZED SIGNATURE (TYPED) TITLE
TELEPHONE: ()	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

- 1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - "Response" means the material submitted by the respondent in answering the solicitation.
 - "Timeline" means the list of critical dates and actions included in the Introductory Materials.
- 2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- 3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- 4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,

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

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

- 5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- 10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.
- 11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.
- Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.
- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the

respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- ~~**19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

* **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.**

** **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.**

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

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on

pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and

provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

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

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State which is available at the following: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not

be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

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

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

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

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- *THIS CONDITION DOES NOT APPLY TO THIS AGENCY.**

(PUR 1000 - 60A-1.002(7), F.A.C.) 11/06

INVITATION TO BID

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF ADMINISTRATION**

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

PURPOSE

The Florida Department of Agriculture and Consumer Services (FDACS or Department) seeks to obtain competitive bids for the licensing purchase, implementation, maintenance, and customization of the commercial-off-the-shelf (COTS) Learning Management System (LMS) LMS365 developed by ELEARNINGFORCE. FDACS currently utilizes ELEARNINGFORCE SharePoint LMS platform (on premise version) and is seeking to transition to a LMS365 enterprise cloud solution.

Qualified bidders shall be a North America Certified Partner of ELEARNINGFORCE, developer of LMS365.

BACKGROUND

Presently, the Department needs to be able to train external users (which the current system does not support), maintain training records, provide testing/certifications (internal and external users), provide curriculum updates and report on the information contained within the system. The transition to an enterprise cloud solution will allow for external users to access Department provided trainings, enable standardization and consolidation of the tools currently used by the Department to provide and track training; provide Ad Hoc reporting/record-keeping capabilities, which will enable compliance related to recertification requirements. The cloud solution will modernize and update the tools currently available to the Department and provide other Divisions the ability to administer external training to their business partners, manage those users within their purview and manage training development updates to curriculum and content.

The acquisition of the LMS365 will provide a training system capable of fulfilling the training requirements of the Department.

BID OPENING

The bid opening will be at 2:00 p.m. on December 12, 2017. The location of the bid opening is the Florida Department of Agriculture and Consumer Services, Bureau of General Services, 407 S. Calhoun Street, SB-8 Mayo Building, Tallahassee, Florida 32399-0800.

ESTIMATED QUANTITIES

The estimated quantities listed herein are given only as a guideline for preparing your bid and shall not be construed as representing actual quantities to be purchased under this contract. The Department reserves the right to purchase additional perpetual licenses and support, including consulting services. The bidder shall hold firm their price during the contract period. Additional licenses ordered shall be subject to the same terms, conditions and pricing of the initial bid response.

CONTRACT PERIOD

The anticipated contract period is from the date of contract execution through June 30, 2018. **All deliverables shall be received and invoiced on or before June 15, 2018.**

CONTRACT DOCUMENTS

The interpretation and performance of this contract, and all transactions under it, shall be governed by the laws of the state of Florida. The contract documents shall include all terms and conditions of the proposal specifications, any addenda, proposal and Departmental contract issued as a result of this ITB (**APPENDIX I, MODEL CONTRACT - CONTRACTUAL SERVICES AGREEMENT**).

TECHNICAL SPECIFICATIONS

The Department seeks to purchase approximately twenty-thousand (20,000) LMS365 subscription licenses for 1, 3 or 5 years. These licenses will include Course Creator and Catalog, Learning Module Builder, SCORM/AICC Player, Quiz Builder and Assignments and Grade Book add-ins. Dashboards for learners and managers and administration and reporting features will be provided in LMS365.

The LMS365, at a minimum, shall have the following capabilities and features, further detailed in **APPENDIX III (APPENDIX III, REQUIRED FUNCTIONALITY FOR THE LMS365 SYSTEM)** and **APPENDIX IV (APPENDIX IV, AZURE CLOUD AD EXTERNAL USER CREATION AND PROVISIONING REQUIREMENTS)**:

- Meet or exceed the minimum technical specifications listed herein.
- Meet or exceed the specifications defined in **APPENDIX III** and **IV**.
- Comply with the Department's System Security Plan (**ATTACHMENT D, ITLC – SYSTEM SECURITY PLAN FORM**) and the Department's ITLC Methodology (**ATTACHMENT E, ITLC – FUNCTIONAL REQUIREMENTS DOCUMENTATION FORM**).
- Comply with **APPENDIX II, ADDENDUM A, CONTRACTUAL SERVICES AGREEMENT ADDENDUM INFORMATION TECHNOLOGY**.
- A custom Azure Cloud AD external user account creation and provisioning application (the "Azure app") also known as "LMS365 Azure Cloud AD External User App" will be developed as further detailed in **APPENDIX IV**.
- The LMS365 Learning Management System application, software and data will be hosted in Azure in North American data centers.

MINIMUM PROJECT DELIVERABLES

1. Finalized master project management schedule, which includes the phases of needs assessment/discovery; design; development; deployment and final system testing and delivery – due after award, for issuance with purchase order.
2. Provide all information needed by the Department to complete **ATTACHMENT D** – due prior to any customization work being performed.
3. Needs assessment update/refinement for **APPENDIX III** and **APPENDIX IV**.
4. Provide all information needed by the Department to complete **ATTACHMENT E** for the LMS365 application and the customized components of the LMS – due 14 calendar days before customization work is performed. No database or application coding changes can occur before design approval. At a minimum, the information shall include:
 - a. Technical architecture diagram.
 - b. Database requirements.
 - c. Projected utilization (number of users).
 - d. Installation requirements.
 - e. Security requirements.
5. Provide documentation to acknowledge establishment and maintenance of the following security controls for the LMS365 application environment:
 - a. FDACS data is encrypted residing (at rest) in the cloud.

- b. FDACS data integrity is maintained.
 - c. FDACS data privacy is controlled.
 - d. Access to cloud services is controlled by multiple roles.
 - e. The cloud provider discloses internal security procedures and practices.
 - f. The cloud provider and FDACS have defined responsibilities for data protection.
 - g. FDACS retains ownership of their own data and intellectual rights.
 - h. FDACS data is backed up in the cloud and backed up data is available for restoration in the cloud.
 - i. FDACS data is maintained in North American data centers.
 - j. FDACS data retention is controlled in the cloud.
 - k. FDACS data is sanitized in the cloud.
 - l. FDACS data is protected against contamination with data from other cloud tenants (compartmentalization).
 - m. FDACS is notified of the seizure of or legal processing involving FDACS data.
6. Installation requirements - due prior to any customization work being performed.
 7. On-site training, in Tallahassee, Florida for as many as ten (10) teachers from various FDACS Divisions. All costs associated with the on-site training, including travel, shall be included on the "Bid Price Sheet".
 8. During installation, train the SharePoint Online Administrator on how to install and administer the LMS365 and its components.
 9. Four (4) hours of web training for super-users and administrators. The Department shall be granted the right to record the web training for internal use only.
 10. LMS administration manual (online manuals may be acceptable, but at least one hard copy is required) – due at the time of LMS administrator training and knowledge transfer.
 11. LMS user manual (online manuals may be acceptable, but at least one hard copy is required) – due at time of user training.
 12. Application restoration plan; to be used to restore the application in the event of a disaster – due forty-five (45) days prior to planned deployment to production.
 13. Application and system software – due fifteen (15) days prior to planned installation in a test environment.
 14. Provide extract, transform, load (ETL) services for the conversion of existing training records for two (2) Divisions into the LMS365 database system.
 15. At a minimum, telephone and internet based support for each subscription year. Contractor support must be available between 8:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday.
 16. Professional services must be provided for configuration/customization, testing, implementation and project closure. Project management services shall include, but not be limited to, scope management, time management, risk management, communication plan, quality assurance and change management.

CURRENT TECHNICAL INFRASTRUCTURE

The Department's current application infrastructure available for this project is as follows:

- Microsoft Office 365 tenant with:
 - Microsoft SharePoint Online.
 - Microsoft Exchange Online.
- Azure Active Directory.

If the proposed solution has a software requirement that is not compatible with the Department's current technical infrastructure stated above, the full acquisition, deployment, maintenance and support costs of the software shall be included in the project proposal.

REFERENCES

Bidder shall provide with his bid a list of three (3) customers for whom they have provided similar services (project size and scope) within the last five (5) years. All references must be verified. It is the responsibility of the bidder to ensure that all submitted references are verified. The Department will attempt to verify references once via telephone or email. If the reference does not return the Department's phone call or email within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the Department's phone call or email, the reference will be deemed unverified. Bids with one or more unverified references will be disqualified. References that indicate unsatisfactory performance will result in disqualification of that bid. **References must be current or former clients of the bidding firm. The Department will not accept subcontractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references (REFERENCES form).** Past performance with the Department will constitute a reference, whether listed or not, and will be used by the Department to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner. Unsatisfactory past performance with the Department will result in rejection of that bid.

FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE

Pursuant to Section 295.187(4), Florida Statutes, a state agency, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), Florida Statutes, shall accompany the bid. **Failure to submit proof of certification will result in non-application of the preference.**

SPECIAL CONDITIONS**PUBLIC RECORDS**

Any documents submitted shall be considered public record pursuant to Chapter 119, Florida Statutes.

UNILATERAL CANCELLATION

The state shall have the right of unilateral cancellation 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 the contract.

INDEPENDENT CAPACITY OF CONTRACTOR

The contractor, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the state.

INVOICING AND PAYMENT

Payment will be made upon delivery and/or satisfactory completion, by state government warrant. Invoices must be submitted in triplicate, and in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to Division of Licensing, Post Office Box 5647, Tallahassee, FL 32314. Payment will be made based on the bid price and successfully delivered items. The contractor may submit multiple invoices. Partial payments may be made upon satisfactory delivery of items and receipt of invoice. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the

contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices (**ATTACHMENT A, NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER**).

DRUG-FREE WORKPLACE

Preference shall be given to bids certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal bids are received by the state or by any political subdivision for the procurement of commodities or contractual services, the bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (**ATTACHMENT B, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**). If applicable, please sign and return with your bid response.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

Any person submitting a response to this bid **MUST** execute the enclosed form FDACS-01522, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS, and enclose it with his/her bid or proposal (**ATTACHMENT C, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**). The Certification for Lobbying is required by 7 CFR Part 3018 for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required by 7 CFR Part 3017 for expenditures \$25,000 and above.

AUDITING DUTIES

The contractor will comply with section 20.055, Florida Statutes.

AWARD OF IDENTICAL (TIE) BIDS

In the event that identical bids are received, preference shall be given to the bid certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the bid/proposal, which relates to commodities manufactured within this state, shall be given preference. The bid of any foreign manufacturer, with a factory in the state employing over 200 employees working in the state, shall have preference over the bid of any other foreign manufacturer.

PUBLIC ENTITY CRIMES

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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, Florida Statutes, for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this ITB:

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

DISCRIMINATION

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

ANNUAL APPROPRIATIONS

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

DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such bidders are believed to be interested.

If there is reason to believe that collusion exists among the bidders, any or all bids will be rejected. No participants in such collusion will be considered in future bids for the same work. Falsifications of any entry made on the bidder's offer will be deemed a material irregularity and will be grounds for rejection.

REJECTION OF BIDS

The Department reserves the right to reject any and all bids, when such rejection is in the interest of the state of Florida, and to reject the bid of a bidder who the Department determines is not in a position to perform the contract.

LATE BIDS

Bids received by the Department after the bid opening time and date will be rejected as untimely and will not be opened. A late bid notice will be sent to the bidder upon the posting of award notice with instructions for its return. Unclaimed late bids will be destroyed after 45 days. Offers from vendors listed on the Department's posted award notice are the only offers received timely in accordance with the Department's bid opening time and date.

BIDDING INSTRUCTIONS

In addition to signing, thereby acknowledging the General Instructions to Respondents (PUR 1001) and the General Contract Conditions (PUR 1000) attached to the bid, each bidder must complete the attached Bid Price Sheet in its entirety. By affixing a manual signature to the Bid Price Sheet, the bidder states that he/she has read all the provisions of the bid package and agrees to the terms, conditions and specifications contained therein. **BID RESPONSES BY FAX WILL NOT BE ACCEPTED BY THE DEPARTMENT. BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AS SPECIFIED HEREIN.**

BID PRICE SHEET

Bidder shall provide a price for **ALL** items as specified on the price sheet listed herein including all options. Pricing shall include any costs associated with the bid. Bids that do not include pricing for **ALL** items shall not be considered. The Department will not accept any other costs not included in the bid price.

The bid price shall include all costs and deliverables, including but not limited to, equipment, software, licensing, maintenance, specified documents, implementation, customization, training, implementation, travel and all other incidental costs.

EVALUATION AND AWARD

The Department reserves the right to award to the lowest responsive bidder based upon the **Grand Total Price plus option 1, 2 or 3 or any combination thereof as specified herein**. As the best interest of the state may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. All other provisions of the awards paragraph, General Conditions, shall prevail.

The Department reserves the right to award, or not award, contract(s) based on the availability of funds.

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the purchasing office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's purchasing director in response to requests in full compliance with this provision. Any person, who is adversely affected by the agency's decision or intended decision, shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals or replies, awarding contracts, reserving rights or further negotiation or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

POSTING OF BID TABULATIONS

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Vendor Bid System located at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

QUESTIONS

Questions regarding bidding procedures may be directed to:

Vianka Colin, Purchasing Director
Florida Department of Agriculture and Consumer Services - Purchasing Office
407 South Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Telephone: (850) 617-7181
Email: Vianka.Colin@FreshFromFlorida.com

*****IMPORTANT NOTICE*****

Pursuant to Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

No negotiations, decisions or actions shall be initiated or executed by the bidder as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from the Department's purchasing office, may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the bidder.

Any questions, correspondence or contact with the Department initiated by the bidder after the bid opening date and prior to posting of intended award must be directed to the purchasing office, attention purchasing director. Department personnel will not discuss bids or proposed contract activities with bidders during the bid evaluation period. The Department will not accept any revisions or additions to any bid after the bid opening date.



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

REFERENCES

As per the requirements of bid special condition References, each bidder is required to submit the names, addresses and telephone numbers for three (3) references. References shall be listed below.

In order for your bid to be considered responsive, this form must be completed and included in your bid package.

1. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____

2. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____

3. CLIENT NAME: _____
MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE NUMBER: (_____) _____

BID PRICE SHEET

<u>DESCRIPTION</u>	<u>FIRM FIXED UNIT PRICE</u>	<u>FIRM FIXED TOTAL PRICE</u>
Optional self-service password reset (with captcha) for external users	\$ _____ X 20,000 =	\$ _____
LMS365 Installation/Configuration Consulting Services (hourly rates)		
Architect		\$ _____ / hour
Project Manager		\$ _____ / hour
LMS365 Azure Cloud AD External User App as specified herein		
Architect		\$ _____ / hour
Developer		\$ _____ / hour
Optional self-service password reset (with captcha) for external users		\$ _____
On-Site Training as Specified Herein		\$ _____
Four (4) Hours Web Training as Specified Herein		\$ _____
Training Manuals as Specified Herein		\$ _____
Software Maintenance/Support – <u>per year</u> pricing (100 hours per year)		\$ _____
Extract, Transform, Load (ETL) of Existing Training Records		
Administration (DA) 120 GB (SharePoint LMS records)		\$ _____
Food Safety (FS) approximately 14000 records, 10.1 GB certificates		\$ _____
GRAND TOTAL		\$ _____

	<u>FIRM FIXED UNIT PRICE</u>	<u>FIRM FIXED TOTAL PRICE</u>
Option 1: LMS365 Subscription Licenses (1-year price)	\$ _____	X 20,000 = \$ _____
Option 2: LMS365 Subscription Licenses (3-year price)	\$ _____	X 20,000 = \$ _____
Option 3: LMS365 Subscription Licenses (5-year price)	\$ _____	X 20,000 = \$ _____

By affixing signature to this BID PRICE SHEET, bidder acknowledges reading and agrees to accept all terms, provisions and conditions contained in this Invitation to Bid.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____ **CITY:** _____

STATE: _____ **ZIP:** _____ **PHONE NUMBER:** _____

FEID/SSN: _____ **EMAIL ADDRESS:** _____

***** Please submit two (2) copies of all bid documents, including Bid Price Sheet. *****

ATTACHMENT A

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**NOTIFICATION OF VENDOR OMBUDSMAN'S NAME
AND TELEPHONE NUMBER**

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar will not be enforced, unless the vendor requests payment. Invoices, which have to be returned to a vendor because of vendor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline at 1-877-693-5236 or (850) 413-3089.

ATTACHMENT B



Florida Department of Agriculture and Consumer Services
Bureau of General Services

DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

**ADAM H. PUTNAM
COMMISSIONER**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

ATTACHMENT C

Florida Department of Agriculture and Consumer Services
Division of Administration



ADAM H. PUTNAM
COMMISSIONER

CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions; and
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 09/12

ATTACHMENT D



Florida Department of Agriculture and Consumer Services
Office of Agriculture Technology Services

ITLC – SYSTEM SECURITY PLAN FORM

ADAM H. PUTNAM
COMMISSIONER

INSTRUCTIONS: This form should be filled out during the planning phase by the project manager or system developer, with assistance from the division information security administrator.

The completed form should be submitted to the department’s Information Security Manager (ISM) for review and approval. The approved system security plan should then be incorporated into the project management plan and sent to the ITLC RP email distribution list for informational purposes.

System Security Plans are CONFIDENTIAL.

Handle accordingly and limit distribution per policy and guidelines.

Division: _____

Project Name: _____

System Security Plan Originator Name: _____

I. Application Overview

A. Brief Description

Provide a brief description of the application.

B. Application Owner Name

Provide the name and title of the application owner.

C. Business Area/Users Involved (Internal, External, etc.)

Describe the user community that will require access to the application. Describe what users will require read only access and what users will require update privileges.

D. Mission Criticality

Describe the mission criticality of the application and data. Refer to Administrative Policy and Procedure No. 8-9.

E. Platform (List server names if known)

Provide an overview of the technical architecture or attach a technical architecture diagram.

For each of the following, please provide description and sufficient details of the processes, procedures and requirements for providing and maintaining security over the application system and its related data. Please review the various information security policies for further guidance on requirements. This plan is not a procedures document; as needed, refer to specific procedures documents.

II. Overview of Security Requirements and Processes

Application security must follow Administrative Policy and Procedures Chapter 8 (Department Information Resource Security Program and Policies). If an alternative authentication or security method is proposed, it shall be provided to and approved by the department's ISM, in conjunction with designated OATS staff, prior to any programming work commencing.

Divisions shall submit the proposed network and application security method to be used in the application when known, but no later than completion of the ITLC design process for the project. The proposed security method must be verified and approved by the department ISM before programming/coding begins. This document must include diagrams which designate the security method to be implemented. Adhering to this standard can avoid costly re-programming later.

Provide one or two paragraphs describing overview of security requirements, and processes.

III. Legal / Regulatory Requirements for Security / Privacy

If applicable, indicate what laws or regulations affect this system and data and how they affect the system.

IV. Confidentiality Requirements / Data Classification

If the system will store data classified as confidential or otherwise subject to restrictions on disclosure please describe the confidentiality issues and requirements and refer to appropriate information security statutes, rules, or policies.

V. Administration, Roles & Responsibilities for Security Functions

What position administers the user-ids? Is it centralized? Is it in the business area or IT security administration? Who (position title) approves access requests? What positions are responsible for the various security functions; indicate positions by job title, and indicate responsibilities by role and/or position?

A. Security Training

Describe the methods the application owner will provide for security awareness and security administrative process training, initial training, new user and ongoing security training plans.

B. Security Testing

Describe the initial implementation and periodic testing to ensure ongoing compliance to security requirements – should link to QA testing and change management processes, also periodic security assessment reviews.

VI. Access Requirements and Restrictions

Describe access rules and requirements. What types of users can access which data elements? Will access be by roles, groups, etc.? What access restrictions are there? What 'external' users need access? What requirements are there for external access into the department's network/systems?

Access permissions - how are these done, authorization process, overview security administration procedures?

Also, consider these questions:

What are the data security access levels?

Are there varying levels of security access for different types of transactions?

- *inquiry only*
- *update non-monetary transactions*
- *update financial transactions*
- *add/delete records*

How do the roles and accesses permissions provide proper segregation of duties?

VII. Security Logging and Monitoring

Describe the security and access logging processes, transaction logging, review of security exceptions, monitoring of security events, log review processes. Logging can be at O/S, database and application levels.

VIII. Infrastructure and Environment Security Components

Describe the application based security requirements, configurations for web application/DMZ, secure telecommunications, SSH, HTTPS, etc.

IX. Backup and Disaster Recovery Requirements

Availability requirements for system, backup requirements/frequency, disaster recovery (DR) requirements – brief description here, refer to the specific department or division DR plan for details. Provide data retention requirements and restart requirements.

X. Remote Access Requirements

What restrictions/allowances for remote access by users; any VPN requirements or other connection requirements for vendor or technical support; how should any remote access be controlled, logged, and monitored?

XI. Physical Security

If the system will be deployed within the department’s enterprise data center, please use the following language, “The system will reside on servers located in the Mayo Building Data Center.” If the system will be deployed outside of the enterprise data center, please answer the following questions:

- *Where are the physical components for the system?*
- *What physical security requirements are needed?*
- *What secure room/computer facility to be used; controls, logging and monitoring of physical access to computer hardware, data backups, etc.?*

XII. Approval/Comments

Project Manager	Date
-----------------	------

Application Owner	Date
-------------------	------

Division Information Security Administrator	Date
--	------

Department Information Security Manager	Date
--	------

Note: The completed form should be submitted to the department ISM for review and approval.

ATTACHMENT E



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Agriculture Technology Services

ITLC – FUNCTIONAL REQUIREMENTS DOCUMENTATION FORM

INSTRUCTIONS: This form should be filled out during the ISDM Requirements Analysis Process by the project manager, business analyst, or system developer in coordination with other appropriate subject matter experts.

This form only contains components of the functional requirements documentation that require review by the ITLC Review Panel. Additional Functional Requirements documentation components are presented in Appendix E – ISDM Requirements Analysis.

Division/Office: _____

Project Name: _____

Originator Name: _____

I. System Overview

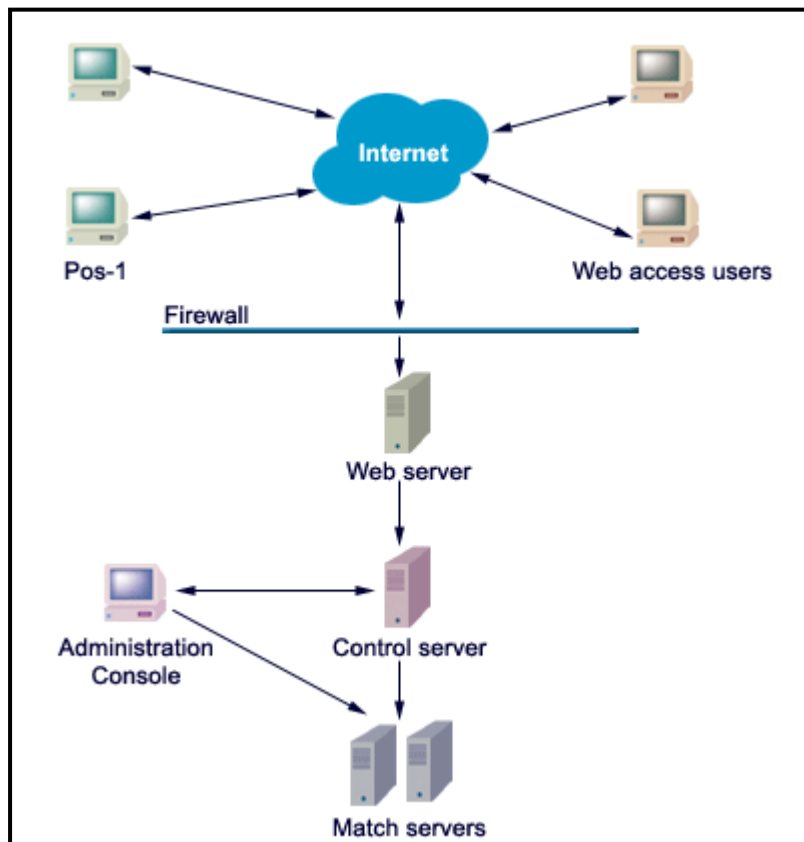
A. Application Overview

1. Provide an overview of the application, what it does, and the data it affects. (See Project Charter)
2. Include projected database requirements.
3. Include projected utilization (# of users).

B. Technical Architecture Environment

1. Describe the working environment for the system. What is it actually using and need?
2. Briefly describe the technical architecture, including development languages, DBMS, packaged software, etc.
3. Include all installation requirements (software media, license key codes, IIS setting, etc.).
4. Include a diagram to show the relationships of the components to each other and other systems. If you include software versions, it should match what is included in Section B.1. Include server names, if known. Contact OATS for appropriate assistance. Please contact OATS staff at least two-weeks ahead of time for any planned deployments to test or production. (See Figure 1.)

Figure 1. Technical Architecture Diagram.



II. Entity Relationship Diagram

An entity is the representation of a distinguishable person, place, thing, concept, event or state which has characteristics, properties, or relationships, which are of interest to stakeholder(s). The purpose of the entity relationship diagram (ERD) is, at a minimum, to show relationships between entities. A document showing relationships between data elements in databases is required by Chapter 1B-26 Florida Administrative Code (FAC). Refer to Section 9: Entity Relationship Diagram (E/R) Guidelines of the [Department's Application Development Standards](#) (see Figures 2, 3, and 4 below).

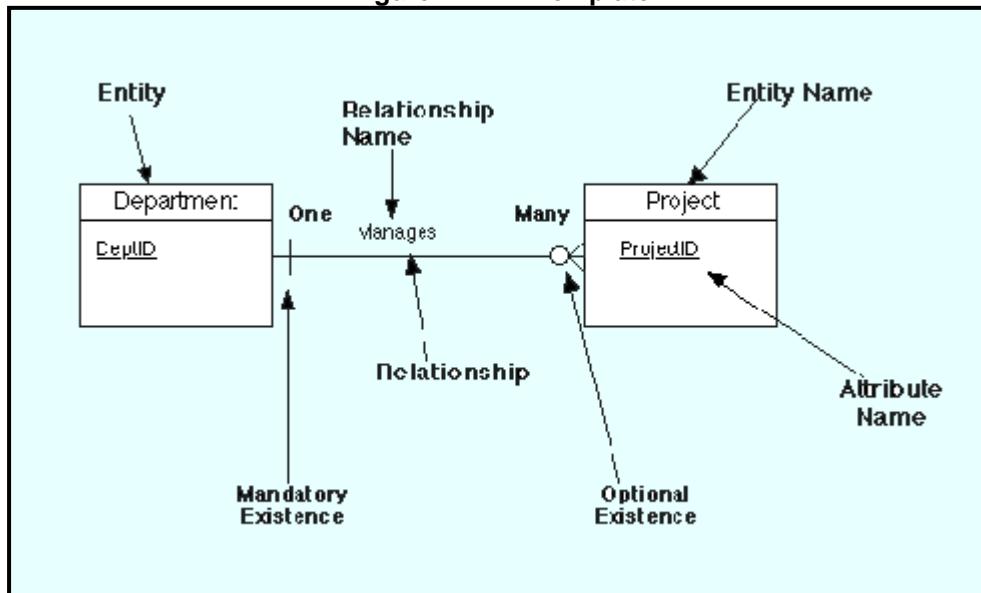
The purpose of this section is to initially define the ERD for the application/module in terms of entities, relationships, attributes, keys and referential integrity rules. The ERD, at this point, should be the normalized/ideal data model.

Expect the ERD to change during the design process. During the design process, the ERD will be finalized by:

- Verifying all required entities and attributes have been defined
- Verifying all required access entry points have been identified
- Adding foreign keys to support all relationships
- Adding required alternate and non-unique keys
- Adding Referential integrity rules (e.g., cascade delete, restrict delete)
- Adding any other constraints and data derivation rules (e.g., inter-attribute constraints, formulae for derived attributes, etc.)
- Verifying appropriate relationships have been defined to support the navigation requirements of each transaction
- If the Project is an enhancement to an existing application, ensure that the ERD for the enhancement is reconciled with the overall data model for the application.

If the ERD for the application is being maintained as a separate document, indicate the name and location of the file.

Figure 2: ERD Template



ITLC – Functional Requirements Documentation Form

Figure 3: ERD Format

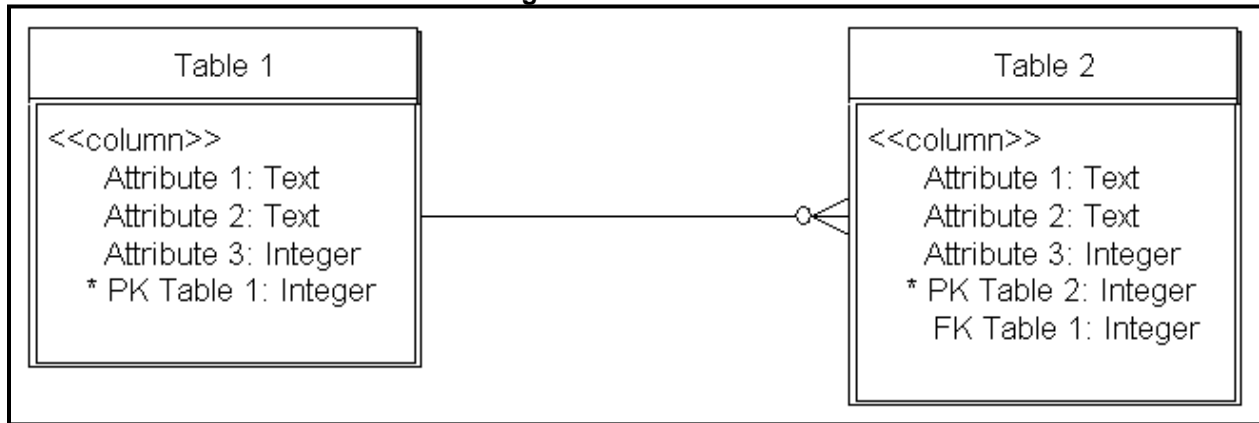
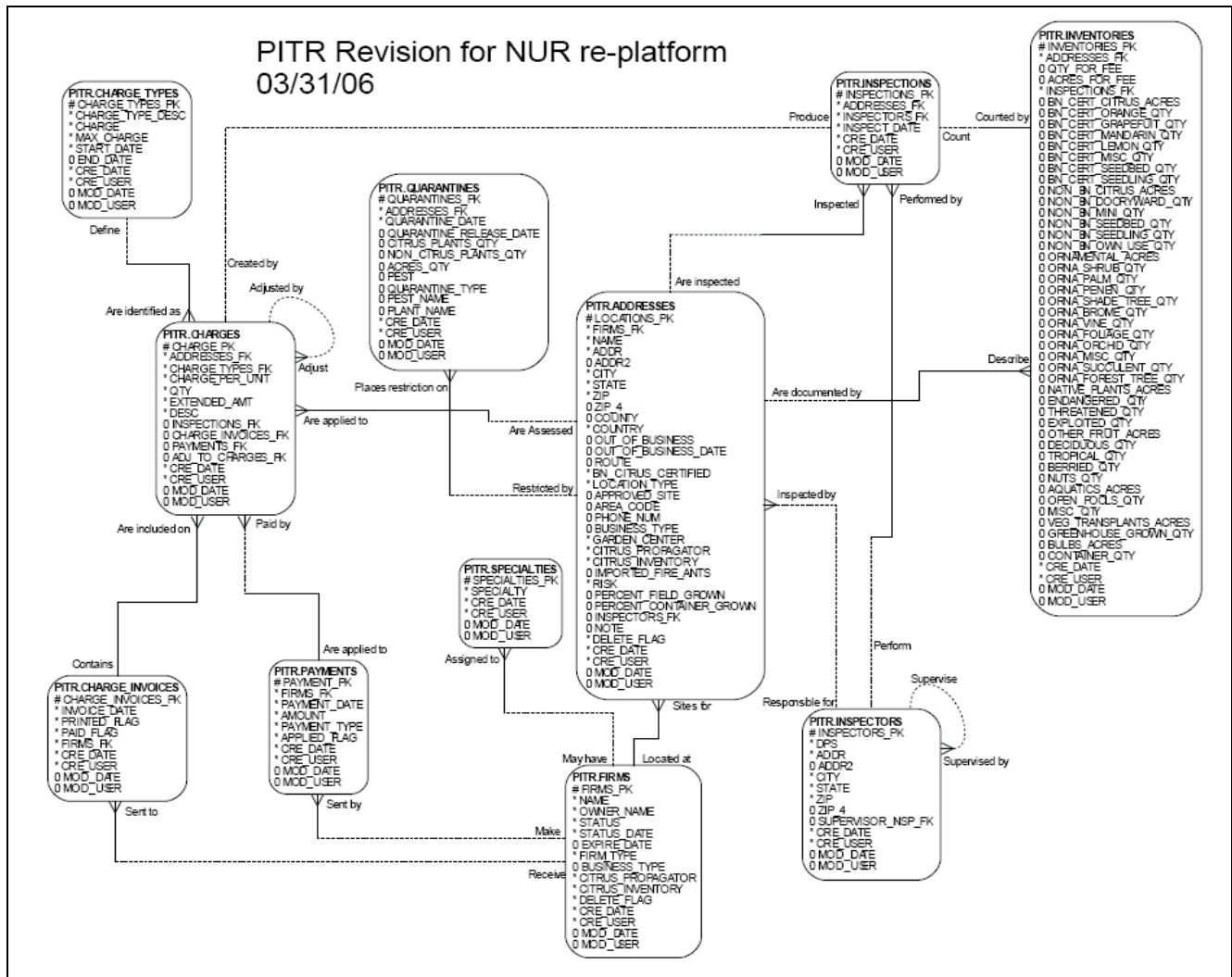


Figure 4: ERD Example

(See the ITLC Web site under the requirements analysis or design folders for more examples)



III. Data Dictionary

Entity Description					
Entity Name	Attribute Names	Attribute Description	Data Type	Length	Format

IV. Security Requirements

Security requirements encompass how the application will access the database and other infrastructure, how users will access the application, how access to data will be handled, and should be developed at the same time system requirements are defined.

If the security requirements have changed during the requirements analysis process, then note changes and resubmit an updated security plan for approval. The application must use an approved method to connect to the database. Refer to Section 4: Security of the [Department’s Application Development Standards](#).

Security requirements also include access to the data and application functions. These security requirements can be expressed as technical features (e.g., log-in procedures or other access controls), assurances (e.g., background checks for system developers and users) or operational practices (e.g., awareness and training).

Review each business function and determine the access rights and restrictions for each user group or classification of access privilege.

This is usually best presented in the form of a matrix, indicating either full, restricted or no access rights for each combination of user group/function.

In situations where complex restrictions exist, for example a subset of entity occurrences, specify separately and review the design to ensure that it can be supported.

Business Function	Access Group 1	Access Group 2	Access Group 3, etc.

ITLC – Functional Requirements Documentation Form

V. Approval/Comments

Project Manager	Date

Division Information Security Administrator	Date

OATS Chief Technology Officer	Date

ITLC Administrator (for ITLC Review Panel)	Date

Note: The completed form should be submitted to the ITLC Review Panel for review and comments (_ITLC RP).



APPENDIX I

Florida Department of Agriculture and Consumer Services
Division of Administration

ADAM H. PUTNAM
COMMISSIONER

CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and _____, the CONTRACTOR.

CONTRACT PERIOD: _____

SCOPE OF WORK: The CONTRACTOR agrees to provide the following commodities and/or services:

DELIVERABLES: The CONTRACTOR must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Intellectual property is subject to the following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall

immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services:

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: _____

The DEPARTMENT will pay the CONTRACTOR as follows:

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

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 DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party giving _____ written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399

PHONE: (850) 245-1000

EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only 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 a 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. Contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed that:

- A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual

appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

- B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the 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 DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex,

religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR will comply with section 20.055, Florida Statutes.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Any changes to the AGREEMENT require the written approval of each party's authorized official.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The contract manager for the DEPARTMENT is _____
and is located at _____

The contract manager for the CONTRACTOR is _____
and is located at _____

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE CONTRACTOR
AND CONSUMER SERVICES

Signature

Signature

Director of Administration
Title

Title

Date

Date

FDACS-01085 Rev. 03/17

Rule 691-5.006,FAC

APPENDIX II
Addendum A
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Authority

The authority and references for this addendum are from the following:

1. Florida Statutes:
 - A. Chapter 119 – Public Records
 - B. Chapter 282 – Communications and Data Processing
2. Florida Administrative Code (F.A.C.):
 - A. Chapter 71A-1 - Florida Information Technology Resource Security Policies and Standards
 - B. Chapter 60-8 - Florida Accessible Electronic and Information Technology Rules
3. The Department of Agriculture and Consumer Services Administrative Policies and Procedures:
 - A. Administrative Policy and Procedure 1-2 – Information Technology Life Cycle
 - B. Chapter 2: Office of Agriculture Technology Services (OATS)
 - C. Chapter 8: Department Information Technology Resource Security Policies and Standards

Conditions

1. All Contractors for the Department shall follow and adhere to all applicable Florida Department of Agriculture and Consumer Services Administrative Policies and Procedures contained in Chapter 1, 2, and Chapter 8 of the Department Supervisory Manual, specifically:
 - A. Administrative Policies and Procedure 1-2 – Information Technology Life Cycle. This policy, which includes the Information Systems Development Methodology (ISDM) and Project Management Methodology, provides the mechanism for the Department to ensure the use of, adherence to, and compliance with the Department’s Information Technology Life Cycle (ITLC) and related policies. If a Contractor providing services under a fixed fee contract to the Department is currently utilizing an ISDM and Project Management Methodology that the Contractor can demonstrate its use provides benefit to the Department, the methodology being utilized by the Contractor may be submitted for review by the Department ITLC Review Panel. The Contractor must submit a copy of the methodologies being utilized and a crosswalk/comparison to the Department’s ISDM and Project Management Methodology to the ITLC Review Panel for consideration. Regardless of the methodologies used, all required deliverables, as designated by an asterisk in the Administrative Policies and Procedure 1-2, must be submitted to the Department’s ITLC Review Panel for review using the official Department forms where applicable (FDACS-01432, FDACS-01439, FDACS-01523, FDACS-01524, FDACS-01527, FDACS-01536). An attachment to Administrative Policies

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and Procedure 1-2 is the Department's Application Development Standards; which must be adhered to for all application development projects. A Project Charter Form (FDACS-01439) will be completed and the necessary approvals obtained before commencement of any programming activities.

- B. Administrative Policies and Procedure 2-3 - Change Management Policy and Procedure. This policy is for the purpose of approval, notification and tracking of any change occurring to a computer application, operating system software, systems management software, networking hardware / software, servers or any other information technology resource that has the potential to disrupt services to information technology users and customers of the Department.
- C. Administrative Policies and Procedure 2-6 - Help Desk Procedures and Services. All requests for Office of Agriculture Technology Services (OATS) or areas of responsibilities will be requested through the OATS Help Desk for assignment to the proper section and for tracking purposes. If a Contractor encounters a problem with any of the hardware, software or any part of the infrastructure that the Department has agreed in the contract to provide, the Contractor must bring the problem to the immediate attention of the Department's project manager.
- D. Administrative Policies and Procedure 2-9 - Data Administration Program and Policy.
- E. Administrative Policies and Procedure 2-12 - Static Web Content Management. This policy establishes procedures for approval and management of static web content on the Department's intranet and internet web sites. It also establishes requirements for all Department internet web sites to follow the Department Internet and Intranet Web Standards.
- F. Chapter 8: Information Technology Resources Security Policies and Standards. The Department is authorized by Section 282.318, Florida Statutes and Chapter 71A-1, F.A.C., to develop and distribute policies regarding security of data and information technology resources. The security policies outlined in Chapter 8 are broad policies underlying the Department Information Technology Resource Security Program. The policies within this chapter will define minimum security standards for the protection of Department information resources.

These policies and procedures apply to Department automated information systems that access, process or have custody of data. They apply to all information environments of the Department. They apply equally to all levels of management and all personnel, contractors, third parties, volunteers, etc. granted use or access to data or information resources.

These policies and procedures also apply to information resources owned by others, such as political subdivisions of the state or agencies of the federal government, in those cases where the Department has a contractual or fiduciary duty to protect the resources while in the custody of the Department. In the event of a conflict, the more restrictive security measures apply.

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- a. 8-1 Department Information Technology Resource Security Policies and Standards
 - b. 8-2 Department Information Technology Workers, Contractors, Providers and Partners
 - c. 8-3 Confidential and Exempt Information
 - d. 8-4 Access Control
 - e. 8-5 Awareness and Training
 - f. 8-6 Audit and Accountability
 - g. 8-7 Certification, Accreditation and Security Assessments
 - h. 8-8 Configuration Management
 - i. 8-10 Identification and Authentication
 - j. 8-12 Media Protection
 - k. 8-13 Physical and Environmental Protection
 - l. 8-14 Systems and Application Security Planning
 - m. 8-15 Personal Security and Acceptable Use
 - n. 8-16 Systems, Applications and Services Acquisitions, Development and Maintenance
 - o. 8-17 Systems and Communications Protection
 - p. 8-18 Systems and Information Integrity
- G. Section 119.071(5)(a)5, Florida Statutes, states social security numbers held by an agency are confidential and exempt from s. 119.07(1) and s. 24(a), Article 1 of the State Constitution. Please refer to the Department's Administrative Policies and Procedures 1-9 – Public Records Inspection and/or Duplication Fees, which identifies other Department information which is exempt from the provisions of Chapter 119, Florida Statutes.
- H. Section 119.071(5)(a)2.a., Florida Statutes, states an agency may not collect an individual's social security number unless the agency has stated in writing the purpose for its collection and unless it is: (I) Specifically authorized by law to do so; or (II) Imperative for the performance of that agency's duties and responsibilities as prescribed by law. An agency collecting an individual's social security number shall provide that individual with a copy of the written statement (s. 119.071(5)(a)3, Florida Statutes).
- I. Whenever feasible, any GIS data procured/purchased should have a Department-wide license.
2. It is mutually understood and agreed that the ownership of any software developed by Contractors specifically for the Department is the Department's property and shall be protected as such. In addition to the source code for the software, the Contractor will provide the Department with electronic copies of all of the ITLC deliverables developed during the project, including all forms and reports contained in the application. Neither licensing nor annual maintenance fees will be paid for such software.

Licensing and annual maintenance fees may be charged for copyrighted software purchased

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'as is' for use by the Department.

3. Oracle and Microsoft SQL Server are the Department's standard for relational database management systems. Microsoft ASP.NET, Microsoft SQL Server, Oracle and Developer are the standard tools for application development. This includes the use of Microsoft SQL Server, Oracle Suite of Developer Tools, or Microsoft Visual Studio. ESRI and/or Google is the standard for desktop and server spatial data and mapping applications. Any deviation from this standard shall be clearly stated and approved by the Information Technology Life Cycle Review Panel prior to the commencement of any programming activities.
4. Section 60-8.003, F.A.C. - Electronic and Information Technology Procurements section states that when procuring electronic and information technology resources, all effort shall be made to procure products which comply with the accessibility standards provided in Rule 60-8.002 F.A.C., when such products are available in the commercial marketplace or developed in response to a solicitation. The following language must be included in solicitations and contracts: Accessible Electronic Information Technology: Vendors submitting responses for this solicitation must provide electronic and information resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.
5. Section 60-8.004, F.A.C. - Electronic and Information Technology Development section states that when designing, developing and maintaining electronic and information technology resources, state agencies shall develop those processes or products which comply with the accessibility standards provided in Rule 60-8.002, F.A.C. Documentation of such developments shall include a detailed and comprehensive analysis of accessibility requirements, specifying any requirements necessary to meet the accessibility standards and achieve compliance. If a process or product can be developed that meets some, but not all of the accessibility standards, the state agency shall develop the process or product that best meets the accessibility standards.
6. Sections 60-8.003 and 60-8.004, F.A.C. - When procuring a product, or designing, developing and maintaining electronic and information technology resources, if a state agency determines that compliance with any provision of Sections 282.601 - .606, Florida Statutes, or this rule chapter imposes an undue burden, the documentation by the state agency supporting the procurement or determination of undue burden in design/development shall explain specifically why, and to what extent, compliance with each such provision creates an undue burden.
7. No ad hoc queries shall be run on production databases by Contractors without the approval of the application owner.
8. Proprietary Rights and Software
 - A. Definitions
 - (1) "Baseline Software" means the object code version of computer programs, and any related documentation (excluding maintenance diagnostics), provided by the Contractor to the Department (under reasonable and customary license

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terms and conditions acceptable to the Department, that is either (i) owned by the Contractor prior to the effective date of the contract, or (ii) owned by a third party, provided the Department has obtained the legal right from the owner or authorized licensor to license such baseline software. Baseline software also includes the source code version of baseline software where provided, and any modifications or enhancements to baseline software that are produced outside the contract. Baseline software also includes loadable micro code that enables the underlying equipment to function according to its published specifications.

- (2) "Developed Materials" means all software and other materials produced by the Contractor or its authorized subcontractors in the performance of the contract, including software program code, in both object code and source code forms, and all related materials, including designs, data models, database models, object models, program listings, flow charts, application manuals, technical manuals, training manuals, user manuals and operating procedures. The term "developed materials" does not include any pre-existing software, such as baseline software or modifications thereto produced outside the contract, but does include all modifications, enhancements and interfaces to either baseline software or other pre-existing materials that are created in the performance of the project.
- (3) "Prepared Software Deliverable" means an augmentation of baseline software including any configuration parameters, programmed user exits, modifications, reports, data outputs or other additions to the baseline software required to make the system operational for the Department.

B. Rights in Data

The Department will be and remain the owner of all data made available by the Department to the Contractor or its agents, authorized subcontractors or representatives pursuant to this contract. The Contractor will not use the Department's data for any purpose other than providing the services, nor will any part of the Department's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the Department's data. The Contractor will not possess or assert any lien or other right against the state's data. Without limiting the generality of any of the provisions of the contract, the Contractor shall only use personally identifiable information as strictly necessary to provide the services and shall disclose such information only to its employees who have a strict need to know such information. The Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

C. Ownership of Developed Materials

Only if the Contractor or an authorized software subcontractor or partner absorbs into its software and provides license, upgrades, maintenance and support ("core software")

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for a software deliverable will all rights in such prepared software developed materials revert to the owner of such software. Otherwise, the following provisions apply:

- (1) The Department will own all developed materials. Title to the developed materials, including any copyright, patent, trade secret, or other proprietary rights in and to the developed materials other than core software, shall immediately vest in the Department upon the creation of such materials. Such developed materials shall be considered works made for hire. The Contractor hereby irrevocably assigns to the Department all of the Contractor's right, title and interest in and to the developed materials, including all rights of copyright, patent, trade secret, or other proprietary rights in and to the developed materials. The Contractor will require that all agreements hereafter entered into with its authorized subcontractors provide for the irrevocable assignment of all ownership and intellectual property rights (including copyrights and patents) in and to all such work related to development of the developed materials other than core software to the Contractor so that the Contractor may fulfill its obligations hereunder to the Department. The Contractor shall give the Department or its designee, without additional charge, all reasonable assistance requested by the Department to perfect the Department ownership of such developed materials including the execution and delivery of all formal documents assigning title to the developed materials to the Department.
- (2) The Contractor will deliver to the Department upon request, copies of any and all developed materials other than core software.
- (3) The Contractor shall not incorporate any such developed materials other than core software into its software for distribution to third parties except pursuant to mutually agreed upon license agreement. The price of licenses for developed materials shall be agreed to by the parties in a license agreement to be issued before the Department transfers any exclusive, royalty-free, irrevocable license to market and distributes developed materials developed as a result of the services.
- (4) The Contractor agrees to defend at its expense, indemnify and hold harmless the Department, State of Florida and its agents and employees from and against all claims, damages, losses and expenses (including legal fees and expenses) arising out of or resulting from the Contractor's use of the developed materials pursuant to such license.

D. Baseline Software

All baseline software used in performing the services shall be provided under a separate license agreement between the Department and the owner (or authorized licensor) of such software.

E. Developed Materials

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In the event the Contractor or applicable software licensor absorbs into its software and provides license, upgrades, maintenance and support for a prepared software deliverable that becomes core software, the following provisions apply:

- (1) The applicable software licensor will own its respective prepared software deliverables that are core software.
- (2) The Department shall have a perpetual, non-exclusive, non-transferable and non-assignable license to use any such prepared software deliverables including any enhancements or customizations to the core software on the same terms and conditions as apply to the original software as set out in the applicable Software License Agreement.
- (3) If the Department is current with the version of the baseline software at the time an upgrade is sought, the customizations and enhancements that became core software will be upgraded to be functional with any such software upgrade.

F. Escrow

Notwithstanding any provisions to the contrary, in the event the licensor discontinues upgrades or discontinues maintenance and support for any such core software enhancements or customizations, the Department and the Department's designated third parties under contract with the Department are entitled to access the source code for such software at no charge to either the Department or the Department's designated third party under contract with the Department.

- (1) The Contractor shall deliver to the Department's designated agent a sealed copy of the source code for the then current version of the all source code (including core software plus any modifications or customizations) along with a detailed data description with data models, entity relationship diagrams, data elements and data definitions. From time to time as updated versions of the software are delivered to the Department, the Contractor shall also deliver or see to the delivery of sealed versions of updated source code for the software, together with related documentation as it is or becomes available, to the Department's designated agent or shall warrant that such has been deposited in an escrow account.
- (2) The escrow agent or the Department's designated agent shall be bound by all confidentiality and security provisions of the contract. The Contractor or the Contractor's trustee in bankruptcy shall authorize the escrow agent or Department's designated agent to make and release a copy of the applicable deposited materials to the Department without additional cost upon the occurrence of one or more of the following events:
 - a. The Contractor is dissolved or ceases doing business as a going concern;

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- b. The Contractor has a receiver, administrator or manager of its property, assets, or undertakings appointed in such circumstances as would substantially affect the Department's continuing use of the software; or
- c. The Contractor ceases or is unwilling to provide support of the software in such a manner as to substantially affect the Department's continuing use of the developed materials software.

G. Pre-Existing Materials

Neither the Contractor nor any of its authorized subcontractors shall incorporate any pre-existing materials (including baseline software) into developed materials or use any pre-existing materials to produce developed materials if such pre-existing materials will be needed by the Department in order to use the developed materials unless:

- (1) such pre-existing materials and their owners are identified to the Department in writing and,
- (2) such pre-existing materials are either readily commercially available products for which the Contractor has obtained a license (in form and substance approved by the Department) in the name of the Department, or are materials that the Contractor has the right to license to the Department and has licensed to the Department prior to using such pre-existing materials to perform the contract.

The Department retains all associated intellectual property rights in its materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation abstracts and summaries thereof, existing prior to commencement of the contract, or developed outside the scope of the contract, that are proprietary to the Department.

NO OTHER PROVISIONS OF THE AFOREMENTIONED CONTRACTUAL SERVICES AGREEMENT ARE AMENDED OR OTHERWISE ALTERED BY THIS AGREEMENT.

APPENDIX III

Required Functionality for the LMS365 System

1. System has configurable security settings for external users (password characteristics).
2. System includes automated system to help users who have forgotten passwords.
3. System includes login encryption/validation/single sign-on for internal users.
4. System includes secure web-based log-in capabilities for external users.
5. Learner interface is available in multiple languages/multi-byte characters supported.
6. System is ADA Section 508 compliant.
7. Ability to link to other training sites or resources (Online Resources).
8. Ability to integrate outside training into system (Lynda.com, Pluralsight.com, Skillsoft, etc.).
9. System is modular, allowing deployment of only required functionality (turning on or off features and modules).
10. System includes support for hierarchical subsites at the enterprise, subsidiary, business unit, client, or other defined levels (and ability to spawn new subsites without vendor involvement).
11. Ability to manage interface branding themes and specify user settings.
12. Ability to provide different themes to multiple subsites.
13. Ability to manage text and language throughout the website.
14. Ability to modify/customize the user interface.
15. System can integrate with virtual meeting/classroom tools such as WebEx or Connect.
16. Ability to create a custom workflow and a custom approval form for student to complete without intervention from vendor.
17. Ability to manage certification requests.
18. Ability for a new learner to request an account.
19. Ability to toggle between role types while remaining logged in.
20. Ability to view dashboard data as a Learner or Manager.
21. System includes support for multiple languages.
22. Ability for users to select specific language.
23. System includes support for multiple time zones.
24. Ability for user to select time zone.
25. Ability to waive a prerequisite.
26. Ability for administrator to access all courses whether listed as a Teacher or not.
27. Ability to update/adjust/create learning plan.
28. Ability to filter views of learning plan (i.e. by training type).
29. System has configurable permissions/roles and the ability to create and manage new roles/permissions.
30. Ability to create, change and view user information/profile.
31. Ability to create custom fields in user profiles without intervention from vendor.
32. Ability to create and manage user groups.
33. User can belong to multiple user groups.
34. Ability to create (or batch upload) new users.
35. Ability to set/change user status (i.e. active/inactive/deleted).
36. Ability to define student-to-supervisor relationship (for external reporting).

37. Ability to enroll users in courses (individual, groups/batch).
38. System is SCORM 2004 compliant.
39. System is SCORM 1.2 compliant.
40. System includes support for online training, instructor-led training, and informal learning objects (such as on-the-job training) to be assigned and tracked by the LMS.
41. System allows administrator to select option for learner to mark a user defined training object as complete.
42. Ability to integrate with thousands of courses from any vendor or custom content built by a client that follow AICC or SCORM standards.
43. Ability to perform mass registration for multiple learners to one course.
44. System includes a utility to upload SCORM or AICC custom content without vendor assistance (course upload tool).
45. Ability to design course templates.
46. System includes a course catalog.
47. System has tools for developing, publishing, and administering instructional content including tests.
48. Ability to manage course properties (CEUs, duration, test required, etc.).
49. Ability to disable a course without removing it from the LMS.
50. Ability to set duration of course accessibility based on registration date (setting an expiration period).
51. Ability to manage grade book by marking any learning object as complete or incomplete.
52. Learner can self-register for learning offerings.
53. Learners can request to join courses.
54. Learner can be auto-enrolled in a live course that has an online pre-requisite (pre-requisite must be completed before auto-enrollment can take place).
55. Learner can unregister from all learning offerings.
56. Learner can unregister from instructor-led training (ILT).
57. Learner can register at the ILT course level.
58. Ability for Learner to pause course content and resume training later.
59. Ability to set prerequisites for courses.
60. Ability to waive a prerequisite.
61. Ability to record course attendance.
62. Ability to create/edit an ILT/VILT.
63. Ability to assign importance ranking on resources for the system to indicate what/who is available.
64. Ability to assign multiple instructors to a class and/or session.
65. Ability to set (and override) the max students for a course at the session level.
66. System includes waitlist functionality (i.e. for a "full" ILT class).
67. System includes automatic waitlist functionality (user at top of waitlist is automatically enrolled when a space becomes available).
68. Ability to review/print a completion certificate (student accessible).
69. Ability to access online resources (i.e. PDF file an instructor has posted for a course).
70. Ability to enroll and cancel registrations for learning activities.
71. System includes support for registration with manager approval.
72. System includes support for registration confirmation via email.
73. Ability to manage the waitlist and roster.
74. Ability to manage a registration request queue (approve/deny).
75. Courses can be grouped into curriculum and topic areas in the catalog.

76. Ability to request/reserve (block out) rooms, equipment and other ILT resources.
77. Ability to create, modify and delete learning plan templates.
78. Ability to create individual courses and manage them.
79. Ability to import and export courses.
80. Ability to manually assign a learning plan to learners (individually/user group/globally).
81. System supports automatically assign learning plans using defined criteria (including user groups or custom user fields).
82. Ability to edit a learning plan template (and auto-update for assigned users).
83. Ability to edit the contents of a learning plan for all users.
84. Ability to edit the contents of a learning plan for specific individuals.
85. Ability to set due dates for entire plan completion (i.e. certification deadline).
86. Ability to update due dates for plan completion for multiple students en masse.
87. Ability to configure learning plan completion requirements based on either number of learning objects completed (all or specified subset) or based on number of CEUs completed.
88. Ability to set auto-reminder email for assigned students/instructors/managers/administrators regarding due date for entire learning plan.
89. Ability to require courses to be completed in a defined order.
90. Recurrence for courses can be set automatically based on rules.
91. Ability to set auto-reminders for recurrences using rules.
92. Ability to assign learning activity due dates for employees.
93. System supports certification tracking.
94. Courses can be set to automatically renew on periodic basis (i.e. for annual certification).
95. System includes built-in testing and survey creation tool.
96. System supports tests and surveys that can be assigned to multiple learning objects (re-used).
97. Ability to set passing scores for tests.
98. Ability to require passing score on test to complete the course.
99. Ability to set how many times a test can be attempted.
100. Ability to select duration of test or make it unlimited.
101. System can auto-grade tests.
102. Ability to select general business rules for how users will access the catalog and enroll in courses.
103. Ability to manage terms / time frames when courses are available in the catalog for learner enrollment.
104. Ability to manage which user groups has access to areas of the catalog through catalog access codes.
105. Ability to insert, update, delete and retrieve all employee and external user registration, training, curriculum, and course records.
106. System supports a searchable course catalog.
107. System includes syllabus to show relevant course information.
108. Course catalog can be filtered by ILT properties (location, instructor, etc.).
109. Ability to add external courses to the main catalog.
110. System allows hyperlinks in catalog course descriptions.
111. System includes real-time reporting.
112. Report can be run on demand through the LMS interface.
113. System includes web-based reporting interface with results appearing in application workspace.
114. Report can be printed from application workspace without having to export.

115. System includes standard "out-of-the-box" reports.
116. System includes option to use filters for reports instead of having to create a new report.
117. System supports custom reporting capabilities.
118. System includes support for wizard-driven report creation (for custom reports).
119. Ability to export report data.
120. System supports multiple report formats (browser view, .xlsx, .csv, .docx, PDF, etc.).
121. System supports interoperability with other applications (email, Excel, Word, etc.).
122. System includes dashboard reporting and analytics.
123. Ability to research and display individual training activity.
124. Ability to report as individual business units, learning audiences, or direct reports.
125. Report is filterable by user-groups.
126. Custom user fields are used in any report with user profile data.
127. Ability to sort a report by fields (i.e. alphabetically or chronological).
128. Ability to see course performance results.
129. Ability to drill down to question level to evaluate test questions (item analysis).
130. Ability to pull reports for subordinates (but access is governed / flexible).
131. Ability to build a new report and share with other users.
132. Ability to track ILT and informal training.
133. Ability to report on learning plan progress across groups / globally.
134. System includes support for student transcripts (viewable and printable).
135. System includes support for student certificates (e.g. for course or curriculum completion).
136. Ability to review/print a transcript (student accessible).
137. System includes support for automated reminder notices via email.
138. Ability to manage event communications and recipients by enabling or disabling easily through user interface.
139. Ability to edit and manage content of notification message.
140. Ability to turn on or off notification events.
141. System supports online access to course materials (e.g. supplemental material).
142. System includes fully integrated live webcasting and virtual meeting capabilities.
143. System includes web-based calendaring and scheduling (integration with Outlook).
144. Ability to save training to Outlook calendar.
145. Ability to send emails to user's email address listed in their profile.
146. Ability to create and launch WebEx events.
147. Ability to identify multiple hosts per WebEx event.
148. System support automatic register/de-register notification via email.
149. Ability to send emails to selected users.
150. Ability to send email announcements to course attendees for a single course or all courses.
151. System supports ability to modify and enhance.

APPENDIX IV

Azure Cloud AD External User Creation and Provisioning Requirements

1. An Azure AD page (the "Azure page") will be developed to capture external user information:
 - a. name.
 - b. UPN.
 - c. First Name.
 - d. Last Name.
 - e. Email Address.
 - f. Division.
2. The Azure page will be developed to programmatically create Azure Cloud AD accounts for external users and populate the user attributes. This Azure Cloud AD account will not require a Microsoft Live ID account.
3. The Azure page will randomly generate a password.
4. Password security settings for external users will be configurable. Security settings include password complexity and password life to meet the following requirements. These requirements match with FDACS internal user password requirements in Active Directory.
 - a. Password history – 10 passwords remembered.
 - b. Maximum password age – 90 days.
 - c. Minimum password age – 2 days.
 - d. Minimum password length – 8 characters.
 - e. Password complexity requirements – Uppercase, lowercase, number, special character.
 - f. Account lockout duration – 0 minutes.
 - g. Account lockout threshold – 5 invalid logon attempts.
 - h. Reset account lockout counter after – 15 minutes.
5. The external user accounts created by the Azure page will be created as "Guest" users in FDACS's current Office 365 Azure Active Directory (AAD) instance.
6. The external user accounts created by the Azure page will include an attribute to associate them to a single FDACS division.
7. Internal FDACS personnel with the proper authorization will only see external user accounts associated with their division.
8. Internal FDACS personnel with the proper authorization will use the Azure page to add, manage or remove only external user accounts that have a division attribute that matches the division of the internal FDACS personnel.
9. The Azure page will integrate with LMS365.
10. The Azure page will include a custom email to be automatically sent and resent to the external user to provide their username and password. The boilerplate content in the email will be maintainable and updateable by properly authorized internal FDACS personnel.
11. The Azure page will include a custom script to populate the associated SharePoint user profile with the external user email address from the Azure Cloud AD account.
12. The Azure page will include functionality to be able to import user data.
13. The Azure page will include functionality to be able to batch upload new external users.
14. The Azure page will allow setting the user status (active, inactive, or deleted).
15. The Azure page will allow authorized internal FDACS personnel to initiate a password reset on behalf of the external user. The external user will receive an email with a temporary password with a link to reset it.