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Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

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Secretary

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**INVITATION TO BID**

**CONTRACT FOR**

**VOICE LONG DISTANCE SERVICES**

**ITB NO.: DMS-10/11-036**

**RELEASE: JUNE 29, 2011**

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***INCLUDED AS SEPARATE DOCUMENTS:***

**Attachment 13 – Price Sheets (see Section 2.09, A.)**

## SECTION 1 – INTRODUCTORY MATERIALS

### 1.01 Definitions

- A. **Automatic Call Distribution (ACD)** – A device that distributes incoming calls to a specific group of terminals.
- B. **ANI** – Automatic Number Identification that provides for the transmission of the billing number of the originating party through the network.
- C. **ANSI** – American National Standards Institute, a non-government organization founded in 1918 develops and publishes transmission codes standards, protocols. See ANSI.org.
- D. **ASCII** – American Standard Code for Information Exchange. Defines 128 characters, including alpha numeric characters, numbers, punctuation marks or signals in seven off bits and a parity bit. (REF: Harry Newton, Newton’s Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- E. **CALEA** – Communications Assistance for Law Enforcement Act, an act by the US Congress to facilitate wiretapping of U.S. domestic telephone and Internet traffic.
- F. **Caller Identification (ID) Feature** – Caller ID is a custom-calling feature providing the called party with the telephone number of the calling party while the telephone is still ringing. The capability for the telephone company to deliver the number of a calling party is a result of the implementation of Common Channel Signaling System Seven (CCSS7), a protocol for establishing and disconnecting telephone calls. Caller ID is offered on the public switched network only, but not on the SUNCOM long distance network.
- G. **Casual Bill** - A casual bill is a non-contract rated bill generated by the vendor to DIVTEL or a service location that should have been assigned to the DIVTEL account at the contracted rate.
- H. **Concurrent Call Path** – Concurrent Call Path is the simultaneous processing of incoming and outgoing calls from an IP voice platform to the PSTN.
- I. **Centrex** – A central office-based business telephone service offered from a local central office (also called a public exchange). Centrex is basically normal single line telephone service with multitude of service features partitioned to serve a specific customer group (in this case, the state). Those “service features” could be basic, enhanced or a combination thereof. The basic features include intercom, 3 Way Calling, Call Forwarding (all, busy, don’t answer), Call Transfer, Toll Restriction, Speed Dialing, Call Pick Up, and Call Hold, Toll Restriction, etc. (on single line phones).
- J. **CO** – Central Office
- K. **Communications Services Authorization Service Agreement, (CSA)** – COM Form 9001-REVISED 8/97, used to order telecommunications (Voice, Video and Data) services from the Division of Telecommunications, attached hereto as Exhibit 1 and incorporated herein by reference. This form is available via the DMS website for authorized SUNCOM customers.
- L. **CSAB** - Communications Service Authorization Billing System. The Department’s system(s) for ordering SUNCOM Services, billing Customers for SUNCOM Services and the associated electronic repository of CSA and Billing Data available to Customers.

- M.** **Contract** – Means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the DMS and the Service Provider(s).
- N.** **Competitive/Alternative Local Exchange Telecommunications Company (CLEC/ALEC)** – Any company other than the ILEC that is certified by the FPSC to provide local exchange telecommunications in Florida on or after July 1, 1995.
- O.** **Computer Telephony Integration (CTI)** - A technology that allows interactions on a telephone and a computer to be integrated or coordinated.
- P.** **Customers:** SUNCOM Eligible Users who subscribe to services provided by this procurement or any other service under the SUNCOM portfolio of services. Refer to <http://www.suncom.fl.gov>
- Q.** **DDD** – Direct Dialed Distance calling.
- R.** **Dedicated Long Distance Service** – Dedicated Long Distance service is a type of long distance calling service that connects the customer to an Inter-Exchange Carrier’s network via a dedicated facility (ISDN PRI or similar).
- S.** **Demarcation** – The demarcation is the point at which the Service Provider(s) network ends and connects with the wiring at the customer premises.
- T.** **Demilitarized Zone (DMZ)** – In computer security, a DMZ is a physical or logical network that contains and exposes organizations external services to another un-trusted network.
- U.** **Department:** The State of Florida, Department of Management Services, is referred to in this document as “DMS” or “Department.”
- V.** **DID** – Direct Inward Dialing
- W.** **Division of Telecommunications:** A division within the Department of Management Services (DMS). Sometimes referred to as DIVTEL.
- X.** **DS-3** – Digital signal level 3 is the equivalent of 28 T-1 channels, operating at a total signaling rate of 44.736 Mbps.
- Y.** **EDI** – Electronic data interchange – A series of standards which provide computer to computer exchange of business documents between different companies’ computers over phone lines or the internet.
- Z.** **Eligible Users:** Includes all eligible SUNCOM users, political subdivisions of the State of Florida, Board of County Commissioners, School Boards, municipalities, or other local public agencies or authorities, State Universities, non-for profit organizations and any other public entities authorized by Florida Statutes. See Chapter 282 for specific entities.
- AA.** **E.164 Number Mapping (ENUM)** – ENUM (RFC 2916) is a protocol developed by the Internet Engineering Task Force (IETF). It defines a Domain Name System (DNS) based architecture and protocols for mapping a telephone number to a Uniform Resource Identified (URI) which can be used to contact a resource associated with that number.
- BB.** **Facility Associated Signaling (FAS)/Non-Facility Associated Signaling (NFAS)** – FAS is a form of ISDN signaling where each ISDN-BRI or PRI is assigned its own D-channel. NFAS is a PRI

configuration where the bearer channels (B-channels) associated with multiple PRIs share a signaling channel (or D-channel).

- CC.** **Facilities-based carrier** – The Company that owns and operates telecommunications switches and transmission facilities in Florida.
- DD.** **FCC** – Federal Communications Commission is the federal regulatory body for telecommunications within the USA.
- EE.** **FTP** – File Transfer Protocol.
- FF.** **HIPAA** – The Health Insurance Portability and Accountability Act (HIPAA). HIPAA is the federal act that protects persons who are the subject of individually identifying medical information by providing privacies and certain procedures for the disclosure of such medical and health data.
- GG.** **H.320** – International Telecommunication Union (ITU) standard for videoconferencing over fractional T-1 lines and ISDN.
- HH.** **Integrated Access Device (IAD)** – An IAD is a customer premises device that converts multiple types of input signals into a common communications format. IADs are commonly used in PBX systems to integrate different types of telephone devices onto a common digital medium, i.e., a T1 line.
- II.** **Inter-exchange Carrier (IXC)** – Any certificated company providing telecommunications service between local calling areas as those areas are described in the approved tariffs of individual local exchange companies. Long-haul long distance carriers, IXC's include all facilities-based inter-LATA carriers. The term generally applies to voice and data carriers, but not to Internet carriers. IXC is in contrast to LEC (Local Exchange Carrier), a term applied to traditional telephone companies which provide local service and Intra-LATA toll service. IXC's also provide Intra-LATA toll service and operate as CLEC's (Competitive Local Exchange Carriers) in many states. (REF: Harry Newton, Newton's Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- JJ.** **IEEE** – Institute of Electrical and Electronics Engineers.
- KK.** **Incumbent Local Exchange Carrier (ILEC)** - Local phone companies (either a Bell operating company (BOC) or an independent) that traditionally had the exclusive franchised right and responsibility to provide local transmission and switching services. Prior to divestiture, the LECs were called telephone companies or Telco's. With the advent of deregulation and competition, these LECs are now known as ILEC's. EMBARQ, Sprint and Verizon are all ILEC's. (REF: Harry Newton, Newton's Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- LL.** **Inter Machine Trunk (IMT)** – Inter-city fiber with speeds of DS-3 or OC-3.
- MM.** **Interactive Voice Response (IVR)** - A technology that automates interactions with telephone callers.
- NN.** **Inter-LATA** – Service provided by IXC's that crosses LATA boundaries.
- OO.** **Intra-LATA** – Service provided that does not cross LATA boundaries.
- PP.** **Inter-State** – Service provided by IXC's that originates a call in one State (Florida) and terminates in another state outside of Florida.

- QQ.** Intra-State – Service provided by IXC’s that originates and terminates a call within the State of Florida.
- RR.** ISDN – Integrated Services Digital Network comes in two basic types – BRI, which is 144,000 bits per second and designed for the desktop and PRI which is 1,544,000 bits per second. PRI is designed for telephone switches, computer telephony and voice processing systems. ISDN BRI Service offers 2B + D or two bearer channels and one D (data) channel. There are many varieties of ISDN BRI service. ISDN PRI or Primary Rate Interface service can be thought of as enhanced T-1 which provides fast out of band signaling. ISDN PRI is 24 Bearer channels each of which is 64,000 bits per second. One of these channels is typically used to carry signaling for the other 23 lines. (REF: Harry Newton, Newton’s Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- SS.** Local Area Network (LAN) - LAN commonly refers to a data or computer communications network confined to short geographical distances.
- TT.** Local access and transport area (LATA) – A geographic area within which certain local exchange companies provide communication services.
- UU.** Local Exchange Telecommunications Company (LEC) – Any company certificated by the FPSC to provide local exchange telecommunications service in this state on or before June 30, 1995.
- VV.** Long Distance – Any telephone call to a location outside the local service area that incurs toll charges. Sometimes abbreviated as LD.
- WW.** MDR – Message detail record (see SMDR).
- XX.** MRC - Monthly Recurring Charges are the total monthly charges associated with SUNCOM SIP Multimedia Service at a specific site and/or a specific customer.
- YY.** MOS (Mean Opinion Score) - Provides a numerical indication of the perceived quality of received media after compression and/or transmission; expressed as a single number in the range 1 to 5, where 1 is lowest perceived audio quality and 5 is the highest perceived audio quality measurement.
- ZZ.** North American Numbering Plan (NANP) Administration – Assigns area codes, service feature activation codes, and makes rules for routing calls across USA.
- AAA.** NNX – The first three digits of a 7 digit North American telephone number, once used to identify the local central office exchange or CO prefix.
- BBB.** NOC – Network Operations Center.
- CCC.** NPA – Numbering Plan Area or area codes.
- DDD.** NRC – Non-recurring charges are those one-time charges associated with SUNCOM SIP Multimedia services at a specific site and /or a specific customer.
- EEE.** OM – Operational Measurements
- FFF.** Operator Service Provider – A company that provides or plans to provide alternative operator services for IXC, toll operator services to call aggregator locations, or clearinghouse services to bill such calls.



- GGG.** Private Branch Exchange (PBX or PABX) - A telephone service switch which normally provides dial tone for the stations behind it.
- HHH.** Presubscribed or Primary IXC (PIC) – The long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The PIC is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change. (REF: Harry Newton, Newton’s Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- III.** The Primary Inter-exchange Carrier Charge (PICC) - Also known as Pre-subscribed Inter-exchange Carrier Charge. The FCC-mandated (May 1997) flat-rate charge which applies to prescribed IXC’s connecting to the end user through LEC facilities. The PICC applies first to primary lines; to the extent that PICC charges, in combination with the SLC (Subscriber Line Charge) and the monthly tariff line charge, are insufficient to provide the LEC with full recovery of the costs of the local loop, a lower PICC also may apply to non- primary (i.e., secondary) residential lines and multi-line business lines. The PICC became effective in 1998, and can either increase or decrease over time. While the LEC bills the end user directly for the LSC, it bills the IXC for the PICC. The IXC’s are free to recover the PICC from the end users. (REF: Harry Newton, Newton’s Telecom Directory, 15<sup>th</sup> Expanded Edition, (New York, Miller Freeman, Inc.).
- JJJ.** Point of Presence (POP) – A physical place where a carrier has a presence for network access.
- KKK.** Florida Public Service Commission (PSC) – The telecommunications regulatory body for Florida.
- LLL.** P.01 Grade of Service – The grade of service reflecting the probability that, at most, only one call out of one hundred calls could be blocked.
- MMM.** PSTN – Public Switched Telephone Network.
- NNN.** Product – Any deliverable under the Contract, which may include commodities, services, technology or software.
- OOO.** Purchase Document – The form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- PPP.** Procurement Officer: See Attachment 12 – PUR 1001 General Instructions to Respondents for definition.
- QQQ.** Respondent: See Attachment 12 – PUR 1001 General Instructions to Respondents for definition.
- RRR.** Response: See Attachment 12 – PUR 1001 General Instructions to Respondents for definition.
- SSS.** Service Provider(s): When used herein, refers to the awarded responsible and responsive Respondent.
- TTT.** SIPconnect - An industry-wide, standards-based approach to direct IP peering between SIP-enabled IP PBXs and VoIP service provider networks.

- UUU.**     **Station Message Detail Recording (SMDR)** – The process of the system keeping track of the calls made by each active station/extension. This information would be available to be output by the system either automatically or as programmed. The minimum required information includes but is not limited to: call date, call time, call duration, originating number (ANI), and terminating number.
  
- VVV.**     **SLC** – Subscriber Line charge.
  
- WWW.**    **State:** The State of Florida and its agencies and SUNCOM eligible users.
  
- XXX.**     **SUNCOM** – State of Florida Communications Network.
  
- YYY.**     **SUNCOM Numbering Plan** – SUNCOM Network is a private/public long distance network. Currently, it utilizes 10-digit Public Switched Telephone Numbers for origination and termination of the call. The State long distance network shall be accessible through both dedicated access methodology as well as through presubscription to the SUNCOM long distance carrier network of its choosing.
  
- ZZZ.**     **SUNCOM Long Distance Services** – WATS Dedicated, WATS switched and international.
  
- AAAA.**    **SUNCOM Node** –10 Nortel DMS 100’s and one 5 ESS (Lucent) located in LEC CO’s.
  
- BBBB.**    **Switched Long Distance Service** – Switched long distance service is a type of long distance calling that connects to the PSTN via the presubscribed inter-exchange carrier (PIC) assigned to the out-going telephone line.
  
- CCCC.**    **T-1 and T-3** – T stands for trunk. T-1 or DS-1 is for 24 voice channels or 1.54 Mbps. T-3 or DS-3 refers to 672 voice channels or 44.736 Mbps.
  
- DDDD.**    **Unbillable Call** – A call record reported or billed to DIVTEL by the Contractor(s) that cannot be assigned to a SUNCOM end-user or SUNCOM billing account.
  
- EEEE.**    **Universal Services Fund (USF) program** - (See <http://www.universalservice.org>)
  
- FFFF.**    **WATS** – The Wide Area Transport System.

## **1.02 Background**

As provided in section 282.702 Florida Statutes (F.S.) the Division of Telecommunications (DIVTEL) was created and administratively placed within the DMS. Section 282.703(2), F.S., states, “the Division of Telecommunications of the Department of Management Services shall design, engineer, implement, manage, and operate through state ownership, commercial leasing, or some combination thereof, the facilities and equipment providing SUNCOM Network services, and shall develop a system of equitable billings and charges for communications services.”

## **1.03 Overview**

The DMS, Division of Telecommunications (DIVTEL) intends to award a Contract to the Responsive and Responsible Respondent(s) who provide the lowest bids in response to this Invitation to Bid (ITB) as described in Section 2.12 Bid Award Criteria. The purpose of this solicitation is to establish a five (5) year Contract for the purchase of SUNCOM Voice Long Distance Services (Dedicated WATS and Switched/PIC).

It is anticipated that the Contract resulting from this Invitation to Bid will become effective in August 9, 2011, or the date that the Contract is fully executed, whichever date is later, and shall remain in effect until July 31, 2016, unless terminated earlier, as provided herein. This ITB, and all other activities leading toward the anticipated execution of a Contract per this ITB are conducted under the State of Florida purchasing process outlined in chapters 282, and 287, Florida Statutes, Rule 60A, and Rule 60-FF Florida Administrative Code, as applicable.

The resulting Contract will be administered by DIVTEL. Eligible users, as defined in chapter 282.705, F.S., have access to this contract as part of the SUNCOM Portfolio of Services.

The Department is interested in entering into a Contract with one or two Respondents for services identified in Section 3 of the solicitation. The term of the prospective Contract will be five (5) years with five (5) year renewals.

**1.04 Timeline**

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

DATE	TIME	
Tuesday, June 29, 2011		Release of solicitation
Tuesday, July 12, 2011	2:00 p.m. EST	Questions due
Tuesday, July 19, 2011		DIVTEL’s Written Responses to Questions Posted
Friday, July 29, 2011	2:00 p.m. EST	Replies Due/Opening
Tuesday, August 2, 2011		Anticipated Posting of Notice of Agency Decision
Tuesday, August 09, 2011		Anticipated Contract Start Date

## **SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS**

### **2.01 Amendments to the Solicitation Documents**

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

### **2.02 Questions**

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

The Respondent shall advise the Department in writing, during the question and answer phase, of any and all discrepancies between these procedures and the manufacturer's specific procedures.

### **2.03 Alternate Replies**

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

### **2.04 Special Accommodation**

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

### **2.05 Confidential, Proprietary, Or Trade Secret Material**

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

This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its

response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

## **2.06 Certification of Drug-Free Workplace Program**

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

## **2.07 Diversity**

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

## **2.08 Inapplicable Provisions of PUR 1001 General Instructions for Respondents**

The following are not applicable:

- A. Section 3. Electronic Submission of Responses**  
*Responses shall be submitted in accordance with section 2.9 of this solicitation.*
- B. Section 5. Questions**  
*Questions shall be submitted in accordance with Section 2.02 of this solicitation.*

## **2.09 Price Sheet Information/Instruction**

The Respondent shall return Attachment 13 - Price Sheets 1-5 (Price Sheets) with its response to this solicitation under Tab D of its response submittal (see section 2.10).

- A. The Respondent shall e-mail the Procurement Officer identified on the cover sheet of this solicitation for an electronic version of the Price Sheet to complete.**
- B. Attachment 13 Price Sheets**
  - 1. Price Sheet 1 – Direct Dialed Dedicated Long Distance Calls**  
Intra-State and Inter-State Dedicated LD calls and special services such as Directory Assistance, Operator assisted calls.
  - 2. Price Sheet 2 – Direct Dialed Switched Long Distance Calls**  
Intra-State and Inter-State Switched LD calls and special services such as Directory Assistance, Operator assisted calls.
  - 3. Price Sheet 3 – Direct Dialed Dedicated International Long Distance Rates**  
Dedicated International LD calls.

**4. Price Sheet 4 – Direct Dialed Switched International Long Distance Rates**

Switched International LD calls.

**5. Price Sheet 5 – Direct Dialed SIP Long Distance Calls**

LD calls placed using SIP Trunking.

- C. The Respondent shall price all items on Attachment 13 - Price Sheets 1-5 (Price Sheets).** Failure to price all items shall deem the Respondent non-responsive. If zero is entered on Price Sheet(s), the Respondent shall make a notation at the bottom of Price Sheet(s) indicating the intent of the zero. If no notation is made at the bottom of the Price Sheet, the Department will assume that the service(s) or item(s) bid will be at no cost to the Department.

All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet(s) calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent. Department-corrected price sheets will be made available upon written request.

- D. The Respondent shall print and sign the completed Attachment 13 - Price Sheets 1-5 (Price Sheets).**

The Price Sheet shall identify the Name of the Respondent, Date, and shall bear the Signature of a Business/Corporate Representative to the prices bid. By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations or challenges shall render the bid non-responsive.

- E. The Respondent shall save an electronic version of its completed Attachment 13 - Price Sheets 1-5 (Price Sheets) on a CD-ROM and submit with its response (see 2.10., B., 3.)**

**2.10 Bid Submittal**

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

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

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

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

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

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

<b>Tab A</b>	Completed Attachments 1 – 7.
<b>Tab B</b>	Pass / Fail Requirements as indicated in Section 2.11.
<b>Tab C</b>	Attachment 13 – Price Sheets

B. The Respondent shall submit:

1. One (1) original version of the response submittal, with one (1) copy.
2. One (1) original signed version of the price sheet, with one (1) copy.
3. One (1) scanned copy of the entire response on a CD-ROM (with large files scanned as several separate .pdf files).
4. **One (1) REDACTED scanned copy of the response, if applicable.**
5. Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.
6. Submitted hardcopies contained within the sealed packages shall be clearly marked with the Respondent's company name, and solicitation number.

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

## 2.11 Pass / Fail Requirements

The Respondent must satisfy the requirements listed below. If the Respondent fails to identify in their response that they will satisfy these requirements, they may be considered non-responsive and its bid may be rejected. The Respondent shall place this information under Tab B of its Response Submittal. By submitting a response the Respondent certifies that it either meets or exceeds the requirements below.

- A. Response received by the date/time indicated in the Timeline, Section 1.
- B. Convicted Vendor List  
The Respondent has not been disqualified from the public contracting and purchasing process in accordance with section 287.133(3)(d), F.S.
- C. Suspended Vendor List  
The Respondent has not been removed from the Department's vendor list pursuant to Rule 60A-1.006, Florida Administrative Code, neither is the Respondent currently under suspension or debarment by the State or any other governmental authority pursuant to Rule 60A-1.002(7).
- D. The Respondent shall provide the Department copies of its State of Florida Articles of Incorporation.

**NOTE:** Pursuant to section 607.1503(1), F.S., Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent agrees to attain such

authorization within seven (7) business days of notice of award, should the Respondent be awarded.  
Website: [www.sunbiz.org](http://www.sunbiz.org)

#### **E. Respondent Requirements**

Respondent shall complete, have notarized and submit **Attachment 10 - Pass Fail Affidavit requirements**, as part of its response. The Respondent's **Attachment 10** shall be included in **TAB B** of its response with the other Pass/Fair Requirements noted in items A-D above.

**FAILURE TO COMPLETE AND SUBMIT ATTACHMENT 10 AS PART OF THE ITB REPLY WILL RESULT IN IMMEDIATE REJECTION OF THE RESPONDENT'S BID. ANY MODIFICATIONS TO THE PASS / FAIL REQUIREMENTS CONTAINED IN RESPONDENT'S ATTACHMENT 10 WILL BE CONSIDERED MATERIAL AND WILL RESULT IN REJECTION OF THE BID.**

**Attachment 10** requires attestation by the Respondent that:

1. Respondent must own and operate at least one SoftSwitch or one Class 4/5 Central Office Switches in Florida with interconnection to the Public Switch Telephone Network (PSTN) and appropriate interface with Signaling System 7 (SS7) network overlay.
2. Respondent currently provides toll quality long distance (Switched and Dedicated) services to an existing client base in Florida.
3. Respondent operates a trouble reporting center to diagnose and troubleshoot problems on all owned and leased facilities, including access lines.
4. Respondent must have a NOC that is staffed 24 hours a day, 365 days a year. The State reserves the right to visit the Respondents NOC Facilities. If deemed necessary by DIVTEL, such a visit will be at the Respondents expense.
5. Respondent has at least three major customers comparable to the SUNCOM network in volume and network configuration (refer to section 3.2 for details).
6. Respondent understands that the long distance traffic potentially offered by this contract (12-15 million minutes usage monthly of which approximately 75% is Dedicated and 25% is Switched) must represent no more than 10% of the entire long distance traffic carried monthly by the Respondent's existing network. The Respondent must maintain same percentage traffic capacity, should the State's traffic grow beyond the estimated forecast.
7. Respondent must be the prime contractor of record for long distance services offered under its bid.

#### **2.12 Bid Award Criteria**

- A. The Department will review responsive bids and anticipates making award to the responsible and responsive Respondent who offers the lowest total cost for Dedicated Long Distance services on **Price Sheets 1 and 3 combined**.
- B. The Department will review responsive replies and anticipates making award to the responsible and responsive Respondent who offers the lowest total cost for Switched Long Distances services on **Price Sheets 2 and 4 combined**.



### 2.13 Disclosure of Response Contents

All documentation produced as part of this solicitation shall become a public record of the Department and may not be removed by the Respondent or its agents or be returned. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any response. Selection or rejection of a response shall not affect this right.

### 2.14 Subcontracting

The Respondent shall be fully responsible for all work performed under the resultant Contract of this solicitation. Should the Respondent be awarded, and need to subcontract out any services to subcontractors not identified in the Response, the Respondent shall submit a written request to the Department's Contract Manager identified in Section 4. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Respondent plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and/or has satisfied all legal requirements to provide the services to the Department. Also, Respondent shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. If the subcontractor is an out-of-state company, it must have a **Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org)**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Respondent's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the bid and resulting contract. This includes, but is not limited to, PUR 1000 General Contract Conditions, Section 35. Insurance Requirements.

The Respondent acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of this Contract.

### **SECTION 3 – TECHNICAL SPECIFICATIONS**

This section consists of the technical, operational support, and billing requirements related to furnishing Long Distance Services in Florida. The Respondent(s) will be responsible for the total services provided; this includes service migration, installation, coordination, operation, maintenance, changes, trouble reporting, response, and resolution. In submitting a response the Respondent(s) agrees to all terms set forth in this document, including provisions associated with E-Rate requirements.

#### **3.01 Overview**

Each month an average of 3 million minutes of Switched long distance traffic are carried by this service, whereas an additional 12-14 million minutes of voice long distance traffic are carried over dedicated facilities. When the scale of traffic does not justify installation of dedicated facilities, the State will utilize Switched Long Distance services, only. Even though dedicated facilities maybe available, many SUNCOM eligible users subscribe to the Switched SUNCOM LD voice services for the purpose of backup and overflow and in conformance with their disaster recovery plans. SUNCOM eligible users may pre-subscribe to the Switched LD service provider for Switched LD access. The above usage minutes are estimates and do not guarantee a volume commitment by the State.

#### **3.02 Current Configuration**

The SUNCOM voice network is comprised of a multitude of Centrex switches. (200 Centrex systems), and over 300 PBX's and Key systems that are connected via dedicated WATS/ISDN PRI facilities to the State's Dedicated LD carrier's network. The Centrex systems serve over 150,000 main stations statewide. The sections that follow provide a description of the services requested of Respondents and how message detail records are currently collected for long distance billing.

Today, Qwest provides dedicated WATS to the State of Florida's SUNCOM voice customers utilizing some 300 dedicated ISDN PRI facilities. All costs associated with dedicated facilities (facilities, Centrex ports, etc.) are paid by Qwest. Currently, the minimum requirement for installation of dedicated facilities is 12,000 minutes of LD traffic per month at each customer location or Centrex system. Verizon Business provides Switched Long Distance service with the State subscribing to their services through WATS PIC arrangements. Any SUNCOM eligible user can be presubscribed to Verizon Business Inter-Exchange Carrier for their switched LD voice services (1+ & 0+). Currently, there are more than 14,000 Verizon Business account numbers that utilize SUNCOM Switched LD service. **This procurement is to provide SUNCOM LD Services to eligible users and reduce current configuration costs.**

The current Dedicated LD rate is \$0.018 for Intra-State and \$0.019 for Inter-State traffic. The current State's Switched per Minute of Use (MOU) rate is \$0.0367 for all Intra LATA, Intra-State and Inter-State traffic. Verizon charges the state for PIC change, what the Local Exchange Carriers (LEC's) charge them (a pass through arrangements) and most often this charge is waived, depending on the LEC and what local access contract DMS has with that carrier. DIVTEL will assist the awarded Respondent with enforcement of PIC change charges waiver, should DMS Local Access Services with the carrier(s) allow it. The current contract that this ITB will be replacing allows for a one-time PICC charge of up to \$5.00 (usually a one-time charge of \$1.20-\$3.00) per access line and up to \$115.00 (typically ranging between \$27.00 - \$69.00) per PRI facilities group.

#### **3.03 WATS Switched/WATS Dedicated**

The Respondent agrees to provide nationwide and international (1+ & 0+) telecommunications services with automatic number identification (ANI) for Switched LD calling, as well as LD calling over Dedicated ISDN PRI facilities. The ISDN PRI facilities shall be able to be configured as either of Facilities Associated Signaling (FAS), where a single D (Delta) channel controls the associated 23 B (Bearer) channels, as well as, None Facilities Associated Signaling (NFAS), where a single D channel from 1 PRI SPAN can control more

than 23 B channels from multiple PRI facilities. At times, DIVTEL may shift a significant group of customer facilities from the dedicated service to the Switched LD services and vice versa, based on best value to its customers. The Respondent shall install dedicated facilities and interface with State PBX's and/or Central Office Switches serving the State's Centrex systems where there is a minimum of 12,000 minutes of long distance traffic in a month.

### **3.04 Performance Standards**

The Respondent shall warrant that the services shall conform to all applicable Federal and State regulations. In addition, the Respondent shall warrant that all work performed under any awarded Contract complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform any and all services desired herein in a professional manner. The Respondent agrees that if the level of performance of services does not conform with industry standards that DIVTEL, in its sole discretion, shall consider such failure as a default and unilaterally terminate any awarded Contract. All equipment and facilities offered in the ITB must be compliant with associated telecommunications industry standards, and all other requirements deemed applicable by DIVTEL.

### **3.05 Presubscribed or Primary Inter-Exchange Carrier Charge (PICC )**

In addition to Dedicated Long Distance Voice Calling services, this ITB requires per minutes of use pricing for long distance voice services on a switched basis without any non-recurring charge or NRC (See Worksheets 1 and 2). The Primary Inter-Exchange Carrier (PIC) is to provide Intra-LATA, inter-state and intra-state, nationwide and international (1+, & 0+) telecommunications services. Just as one would pick or choose their long distance carrier at home, this ITB requires Respondents to provide long distance and international calling service for any SUNCOM eligible customer. The awarded Respondent will in effect become the primary inter-exchange carrier (PIC) of choice for all state customers utilizing switched access. **This ITB requires waiver of any NRC's including any PIC change charges.**

### **3.06 State Centrex**

Normally all state Centrex lines are restricted to the use of SUNCOM for long distance calling, since more than 90% of the state Centrex systems are connected with dedicated facilities to the Service Provider's network. However, many agencies have requirements for unrestricted lines allowing them to place DDD calls over the Public Switch Telephone Network (PSTN). In addition, SUNCOM offers hosted VoIP services that offer bundled long distance service or maybe presubscribed to the contracted Dedicated or Switched Long Distance service provider.

### **3.07 International Calling**

The Department is soliciting rates for international calling services for the SUNCOM Network. Respondents are requested to complete Price Sheet 3 and 4, International Rates. A flat per minute rate for international calling without set up or minimum charges other than what is called out in the billing section of this ITB must be provided by the Respondents. Offerings with such surcharges will not be considered for award. Delivery of international calls shall be with Tier one companies or telecommunications service providers such as the countries public Post, Telegraph and Telephone offices or PTT's. SUNCOM customer Dedicated International calling averages about 30,000 minutes a month. Using Switched PIC, International calling averages about 6,000 minutes a month.

### **3.08 Service Area Requirements**

The successful Respondent shall be able to provide long distance calling service from all telephone companies located in the State of Florida. Should a SUNCOM user place a local call by dialing the dedicated access code or through local access 1+, then the call should either be blocked with the message stating that "This is a Local Call" and should be dialed without 1+, or complete the call with no long distance charges. If the latter is

selected, the SMDR record should be provided with a “no-charge” marking.

If a local call is placed by dialing the dedicated access code or through local access 0+, then the call should either be blocked with the message stating that “This is a Local Call” and should be dialed without 0+, or route the call to the Carrier’s Operator service which advise the caller that “This is a Local Call” and could be completed at No Charge. Should the caller need assistance, the Operator shall assist accordingly and Operator Assisted charges shall apply.

### **3.09 New NPA's and NNX's**

New NPA’s (area codes) and NNX’s (local exchange numbers) must be added or changed within no more than 24 hours. NPA and NNX changes shall be made to the routing database prior to actual change. Failure to provide such additions to the carrier’s Network Routing Guides shall constitute a violation of the Service Level Agreement and is subject to 5% of the total Minutes of Use (MOU) charges for that month.

### **3.10 Blocked NPA’s or NNX’s**

The Respondent must have the ability to block calls system-wide by NPA. DIVTEL will not be liable for any charges associated with calls made to a blocked NPA’s and/or NXX’s that DIVTEL has requested. All calls to the 700 and 900 NPA and the 976 NNX group must be blocked by the Respondent, unless DIVTEL requests otherwise.

### **3.11 Long Duration Calls**

The Respondent’s network shall have the capability to drop all calls in excess of 999 minutes. The State shall not be liable for charges associated with long duration calls in excess of 999 minutes. All calls are subject to further investigation for their validity. If proven to be invalid, the cost shall be borne by the Respondent.

### **3.12 Invalid/Unbillable Calls**

The Respondent shall not process calls with invalid ANI. Such calls may be screened and blocked by the Respondent. The State will not pay for any calls associated with any unbillable calls. The State will not pay the Respondent(s) for any unbillable Calls.

### **3.13 Fraudulent Calls**

Under no circumstances shall the State be liable for any fraudulent calls under the terms of this Contract. Fraudulent calls are any calls that have not been authorized by eligible users. The Respondent shall proactively monitor their network for any fraudulent calls. Should the Respondent detect an incident of fraud, the Respondent shall contact the SUNCOM NOC to report the suspected fraudulent activity within one hour of detection. The SUNCOM NOC will coordinate with the customer and the Respondent to address the fraudulent activity. This may include blocking the end user from making further calls until the issue is resolved. Failure to provide such fraud notification shall constitute a violation of the Service Level Agreement and is subject to 5% of the total Minutes of Use (MOU) charges for that month.

### **3.14 Fax and Modem Support**

The Resondent(s) Long Distance Service(s) shall be able to support processing of fax and modem calls.

### **3.15 ISDN Long Distance Service for H.320 Videoconferencing**

The Respondent shall be able to provide switched and dedicated long distance services for ISDN connected video systems processing H.320 videoconferencing. As such the Respondent shall:

- a. Support bonding of ISDN “B” channels to facilitate conference speeds of 128 kbps, 192 kbps, 256 kbps, and 384 kbps.
- b. Support Intra-State, Inter-State, and International ISDN dial access.
- c. Provide full 64 kbps clear channel capability for ISDN video calls.
- d. Shall support FAS and NFAS.

Provide detailed pricing including an hourly rate for the provision of the speeds in section 3.15.a above with access as in section 3.15.b.

### **3.16 Local and International Exchange Termination**

The Respondent shall be able to terminate calls in all domestic and international exchanges and provide the required billing information, including the applicable contracted rates. The Respondent(s) may provide up to two different rates for international call termination: one rate for landline and a second rate for wireless, if applicable. Failure to provide such termination and billing information shall constitute a violation of the Service Level Agreement and is subject to 5% of the total Monthly Recurring Charges (MRC) for that month.

### **3.17 Grade of Service**

An originating grade of service of Poisson one (P.01) or better shall be provided by the Respondent to all service areas. The Respondent shall provide traffic studies on all dedicated State of Florida facilities on a quarterly basis and/or upon DIVTEL request during the term of the contract. If requested, the Respondent shall be able to substantiate similarly for Switched Long Distance services. Failure to provide such grade of service shall constitute a violation of the Service Level Agreement and is subject to 5% of the total Minutes of Use (MOU) charges for that month.

### **3.18 Service Quality**

The Contractor(s) shall provide toll quality Long Distance services. If the Respondent(s) utilizes voice over IP as transport, then the Respondent shall maintain a minimum MOS score of 4.0 within their network. Failure to provide such service quality shall constitute a violation of the Service Level Agreement and is subject to 5% of the total Minutes of Use (MOU) charges for that month.

### **3.19 Directory Assistance**

Each Respondent shall provide access to directory assistance services. The cost for directory assistance calls shall be provided as part of this bid. The current rate is \$.40 per call.

### **3.20 Operator Services and Assistance**

The Respondent shall be able to provide operator services. The rate offered for operator services and assistance shall not exceed the providers published rate at any time during the contract period. Please provide current rate information as part of the bid response in Price Sheets 1 and 2. The criteria for compliance to the operator services are as follows:

- A. Ownership - The Respondent shall have majority interest in or a contractual agreement with its operator services.
- B. Bilingual Communications - The operator services for this bid response shall provide a minimum of two (2) languages: English and Spanish.

- C. Hours of Operation - Operator services are required on a twenty-four (24) hour a day, seven (7) day a week basis including holidays.
- D. Operator assisted calls - The operator services shall be available to process the following type calls and bill the subscriber the appropriate rates for such calls.
- E. Station-to-Station
- F. Person-to-Person

### **3.21 Answer Supervision/Disconnect Supervision**

Answer Supervision and Disconnect Supervision is a requirement of this ITB. The Respondent shall not charge or bill for incomplete or hung calls. Calls are to be billed only from the time that the end user answers the call until either the caller or the called party hangs up. The State will not accept or pay for any call records associated with incomplete or hung calls

### **3.22 Order Management**

The Respondent shall not deliver or furnish any billable services until DIVTEL transmits an authorized CSA order from the DMS CSAB. Any changes affecting billing such as installs and disconnects shall be made solely on information contained, transmitted, and properly executed on a CSA authorized or validated by DIVTEL. Respondents agree to utilize the DIVTEL CSAB as described in Rule 60FF, F.A.C. and shall provide all closeout information requested on the CSAB system. In addition, all orders shall be closed out in the CSAB system within 5 business days of activation of service.

### **3.23 Trouble Reporting**

The successful Respondent must provide a centralized trouble reporting and maintenance system that is manned 24 hours a day, seven days a week. All Repondent(s) shall provide a dedicated toll-free number for the State of Florida in order for the SUNCOM Long Distance end users to report troubles. The Contractor(s) shall generate a trouble ticket associated with reported troubles and notify the SUNCOM NOC of all reported troubles via e-mail and trouble ticketing system. The Respondent shall provide the SUNCOM NOC staff with online access to their trouble ticket system to allow for viewing, creating, updating, and downloading trouble tickets. Upon notification of trouble by either phone, e-mail, or via on-line reporting, the bidder must respond to the reported trouble within one (1) hour. A report of trouble clearance must be furnished to the SUNCOM NOC within one hour of trouble clearance. The centralized trouble reporting center must provide notification to the SUNCOM NOC immediately after the occurrence of a service affecting network failure condition. The successful Respondent must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Failure to adhere to above requirements shall constitute a violation of the Service Level Agreement and is subject to 5% of the total MOU charges for that month.

### **3.24 Reliability**

Current SUNCOM Long Distance core network reliability averages 99.99% or better. The network supports state and local law enforcement agencies, child abuse registry, correctional facilities, emergency operations centers, health care facilities, and many other critical applications. Therefore, reliability is of the utmost importance. SUNCOM Long Distance reliability shall be at least 99.99% or no more than 5 minutes of downtime per month. Furthermore, the State requires an average of 10 seconds or less delay in call completion time during busy hour. Failure to provide network and service reliability as required above, shall constitute a violation of the Service Level Agreement (SLA) and is subject to 5% of the total MOU charges for that month. The State will review and may consider waiver of SLA violations for outages beyond the Respondent's control.

### **3.25 Network Monitoring**

The Respondent shall monitor their network for its reliable operation and safeguard against fraudulent call activities. The Respondent shall provide real-time or near real-time, read-only access to the information regarding the status of the dedicated facilities that carry the State's long distance traffic. Near real-time, for purpose of this contract is within one hour. The Respondent shall identify and provide the necessary tools for the SUNCOM NOC to monitor the status of dedicated facilities.

### **3.26 North American Numbering Plan (NANP)**

NANP ([www.nanp.com](http://www.nanp.com)) is the numbering plan for the Public Switched Telephone Network in the United States and its territories, Canada, Bermuda, and many Caribbean nations, including Anguila, Antigua & Barbuda, Bahamas, Barbados, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, and Turks & Caicos. Within 60 days of award the successful Respondent will provide a listing of which of these territories or Nations are included in the flat rate for Inter-State long distance calling. This list will include the NPA's and NNX's for each of the Caribbean islands included in their NANP.

### **3.27 Authorization Codes**

Respondent are required to provide long distance capabilities with the use of authorization codes, whereby a SUNCOM customer may place a LD call from a different state line and charge that call to his or her line or account. This information along with rates or charges should be included as balance of the line items.

### **3.28 Migration/Implementation Project Plan**

- A.** The Respondent shall complete migration of existing Switched Long Distance services to their network by November 7, 2011. The Respondent shall complete migration of existing Dedicated Long Distance services to their network by March 14, 2012. The Respondent shall work with DMS to develop and finalize a detailed implementation/migration plan of the current services and accounts to this new contract within 2 weeks of contract signing.
- B.** The Respondent shall designate a project manager who will be the single point of contact for the migration to their Long Distance service.
- C.** The Respondent shall submit a final project plan in Microsoft Project to DMS within two (2) weeks of Contract signing.
- D.** The project plan will address all processes necessary to implement and migrate Dedicated and Switched Long Distance service. Project management issues and activities will include but are not limited to the following: migration plan, schedules, timelines, work plans, communication, scope, risk assessment, documentation, quality management, metrics, testing and installation. The project plan shall include, at a minimum, the following tasks:
  - 1)** Installation of a dedicated facility to at least one Centrex switch within 45 days of contract award. This connection will be used to test the dedicated long distance service.
  - 2)** Within 60 days of Contract award, the Respondent shall provide DMS a bill in the format described in Section 3.30.
  - 3)** The Respondent shall complete installation and operational acceptance of dedicated facilities at all locations provided in Attachment 9 by February 15, 2012.

- 4) The PIC for all Switched Long Distance services shall be changed by November 7, 2011.
- 5) The Respondent shall work closely with the DMS NOC during the migration of Switched Long Distance services. The Respondent shall provide a means by which the customer and/or SUNCOM NOC can verify the applied PIC. DMS NOC will assist with testing and verifying the PIC change for State phone numbers. DMS NOC will notify the end users after their long distance number has been migrated.
- 6) The Respondent shall test and verify installation of all dedicated facilities to the Centrex systems identified in Attachment 9.
- 7) For dedicated facilities terminated on customer owned premise equipment, the Respondent shall test and verify installation to the customer equipment. The customer shall sign an acceptance form that the services are operational. The Respondent shall submit a copy of this acceptance to the SUNCOM NOC.
- 8) Account for the migration of E-Rate eligible entities.
- 9) Provide a detailed plan of all internal activities associated with changes to their processes to create the DIVTEL invoices.
- 10) Ensure that all billing products such as bill data on CD, paper, or transmitted via FTP have been tested and reviewed for quality before October 15, 2011.

Failure to complete the migration of State numbers to the Switched Long Distance services by November 7, 2011 shall constitute a violation of the Service Level Agreement and liquidated damages will be assessed against the Respondent in the amount of \$1,000 per day until the migration is completed. Failure to complete the migration of State of the dedicated services by March 7, 2012 shall constitute a violation of the Service Level Agreement and liquidated damages will be assessed against the Respondent in the amount of \$5,000 per day until the migration is completed.

### **3.29 Service Order Processing**

#### **A. Switched LD/PIC**

The service can be ordered either through Local Exchange Carriers (LECs) when a new local access facility is installed or via a CSA submitted through SUNCOM to the Respondent. In either case, the Respondent shall have up to 3 business days to provision the service in accordance to the incoming orders and 5 business days to close out the order in the CSAB. The Respondent shall interface with the State's SUNCOM On-line CSA system, <http://onlinecsa.state.fl.us/onlinecsa/app/homepage>. Failure to timely provision service as described above, shall constitute a violation of the Service Level Agreement and is subject to 5% of the total MOU charges for that month.

#### **B. Dedicated LD/WATS**

DIVTEL shall place the order to the Respondent through SUNCOM On-line CSA system, where DIVTEL has determined that sufficient LD traffic justifies installation of dedicated facilities. SUNCOM eligible users who have sufficient concentration of LD traffic shall make their request through the On-line CSA system and DIVTEL will process their requests. The Contractor shall interface with the State's SUNCOM On-line CSA system, <http://onlinecsa.state.fl.us/onlinecsa/app/homepage>.



The Respondent shall have up to 30 days to install the dedicated PRI facilities and have them operational and 5 business days to close out the order in the CSAB. All installed Dedicated PRI facilities shall go through acceptance and testing process by the SUNCOM NOC, before any LD traffic is carried. The testing and acceptance process shall involve interfacing with the customer, the LEC service providers, the PBX vendor(s), and the SUNCOM NOC and insures calls are processed correctly (incoming and outgoing) as well as collection of the SMDR records for invoicing purposes. **All costs (recurring and non-recurring) associated with Dedicated facilities shall be borne by the Respondent.** Failure to timely provision service as described above shall constitute a violation of the Service Level Agreement and is subject to 5% of the total MOU charges for that month.

### **3.30 Training and Education**

The Respondent agrees to provide, on an annual basis and during the term of this contract, and at no cost, technical training on communications topics of DIVTEL choosing for DIVTEL engineering and technical staff. At the discretion of DIVTEL, other SUNCOM eligible users may be invited to attend such training classes in Tallahassee or other locations in the state.

The formula to determine the amount of funding for training required of the Respondent is as follows; for every dollar of business earned by the Respondent for the Switched Long Distance services, the Respondent will provide 5 % for training per year up to a maximum of \$10,000.00.

For every dollar of business earned by the Respondent for the Dedicated Long Distance services, the Respondent will provide 10 % for training per year up to a maximum of \$25,000.00.

A single Respondent that provides both Switched and dedicated long distance services is obligated for training the State for up to \$35,000.00 based on the above formula.

DIVTEL will solely determine its training needs. This activity may be provided by the Respondent or by a subcontractor specializing in a particular area of interest. If the training allotment is not used in one year, it could be cumulatively be added to the training for the following year's training allotment. The remaining training allotment at the expiration of the contract, if any, should be credited to DIVTEL's final invoice.

### **3.31 Web Page**

The Respondent shall assist DIVTEL with content creation of the product web pages and the Operational and User Guides. The Operational Guide describes the operational relationship between the Respondent(s) and DIVTEL (order processing, service provisioning, service monitoring and maintenance, troubleshooting and reporting, billing, etc.) The User Guide describes the operational relationship between SUNCOM eligible users and the Respondent(s). The website content will be located within the content management system supplied by DIVTEL. The product information, in general, will consist of: service definitions, available features, options, training materials, product support information, user guides, products/services ordering procedures, whitepapers, supplied equipment with definitions and/or specifications, maintenance on supplied equipment, product configurations, and applicable diagrams. The web page shall include but not be limited to the following information:

- A. SUNCOM Switched Long Distance description, with details to include but not limited to Contract period, different services, features, activation codes, training, service ordering, trouble reporting, DMS rates, and customer services information.
- B. Web links to the CSA order entry web page, CSA codes and ordering information.
- C. All service options and pricing for each option.
- D. Information about Authorizations codes, their use, and how to obtain them.

- E. Provide all point-of-contact information for both the DMS and the Respondent(s) helpdesk.
- F. Basic trouble reporting and troubleshooting procedures.
- G. Frequently Asked Question (FAQ) section.
- H. E-Rate eligibility information, including the relevant websites and forms.

The Respondent agrees to develop their own webpage describing SUNCOM Long Distance services, if authorized by DIVTEL. All material shall be approved by DIVTEL and shall include the SUNCOM branding. In addition, the Respondent's webpage shall provide all point-of-contact information for DMS and the Respondent(s) helpdesk as well as a link to the SUNCOM Portfolio of Services (<http://suncom.fl.gov>).

### 3.32 Billing Requirements

The Respondent must be able to provide a detailed electronic bill that contains all of the information included in a paper bill within thirty (30) days of contract signing. This comprehensive electronic bill file shall be one file only per month. Multiple files for the same billing month are unacceptable. This is critical as DIVTEL derives its overhead for SUNCOM services entirely through cost recovery. **DIVTEL shall not be liable to pay the charges for any calls that cannot be charged back to the correct end user/billed to number.** The electronic bill file format shall be EDI (REF: ANSI 811 Version 4010). DIVTEL, at its sole discretion, may accept alternative delimited file formats. The bill must meet the following requirements:

#### A. Recurring and Non-Recurring Charges

- 1) Respondents shall provide domestic and international call detail records for all long distance calls via Secure FTP.
- 2) Calls shall be billed in six (6) second increments. Initial periods up to eighteen (18) seconds are acceptable.
- 3) Calls can be rounded to the next six-second increment.
- 4) Per Section 3.10, long duration calls in excess of 999 minutes shall be dropped. Therefore, the State will not be responsible for paying the charges for any calls in excess of 999 minutes.
- 5) If the rate for terminating an international call to a landline is not equal to the rate for terminating the call to a wireless line, the call detail shall indicate the number of minutes for both cases. A marker shall be included in the file by call record indicating whether a call is terminated to a landline or wireless number.
- 6) The Respondent shall provide call detail for all surcharges.

#### B. SMDR Collection

- 1) The Respondent shall provide daily SMDR collection to DIVTEL using Secure FTP delivery as described in Section 3.32.C.

#### C. Secure FTP File Delivery

The Respondent shall submit the monthly electronic bill file to a Secure FTP directory provided by DIVTEL. The Respondent shall submit a test electronic bill file to DIVTEL within sixty (60) days of award.

- 1) At DIVTEL's sole discretion, all bill files delivered via Secure FTP maybe required by DIVTEL to be compressed and/or encrypted.
- 2) Compression will be compatible with the ZIP compression algorithm.
- 3) Encryption shall use PGP with keys provided by DIVTEL.

**D. Bill – General**

- 1) Monthly billing statements must be current. The State will not be obligated to pay for services rendered earlier than one billing cycle prior to the current month. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the state will not be obligated to pay.
- 2) Paper Bill Requirements - The bill date and invoice number must cover the same thirty (30) day period. The paper bill shall be submitted to DIVTEL on CD in a printable format. The CD shall be capable of searching billing detail.
- 3) The billing cycle for this contract shall be the 1<sup>st</sup> to the last day of each month.
- 4) Accurate invoices must be issued consistently (same period, same day) for each month.
- 5) Bill receipt date limitations - The paper bill and electronic file must be received no later than the 10th day of the month following the month of usage billed. For example, if the invoice date is 06/01/10, it will be for the service period 05/01/10 through 05/31/10 and must be received no later than 06/10/10. ALL SERVICE incurred between 05/01/10 and 05/31/10 (the current billing cycle) must be included on this bill. The State will not be obligated to pay for SERVICE generated prior to 5/01/10 for the current billing cycle. Liquidated damages in the amount of five hundred dollars (\$500) per day shall be assessed against the Respondent if the Respondent fails to provide a readable and accurate file within the first ten (10) days of the month as noted above, until Respondent complies .
- 6) Credit for performance of extra work. If the Respondent does not comply with DIVTEL's billing requirements, DIVTEL, at its option, may require a credit of up to five hundred dollars (\$500) per day until the requirements are met for the extra internal accounting and auditing services related to Respondent delays in providing a readable and accurate electronic billing file.
- 7) Service component detail must be provided in electronic format. The CSA or inventory identification number must be displayed on both the paper and electronic bills. Bills transmitted via electronic format shall be immediately followed by an email from the Respondent to specific individuals within DIVTEL responsible for bill verification, processing and audit.
- 8) A summary record must be provided and identified by phone number and/or circuit number as identified by the customer.
- 9) Implementation - During the initial start-up and implementation, the Respondent will aggressively work with DIVTEL billing personnel to meet the requirements above. This task will include assigning a manager and staff for the billing processes, developing a detailed work plan as part of the project plan and meet often with DIVTEL invoicing section personnel. An aggressive approach to such coordination should include but not be limited to familiarizing DIVTEL's invoicing personnel with the Respondents' billing organization and processes via a site visit. This site visit may be required to familiarize two or three of

DIVTEL's billing/accounting specialists with the Respondent billing process and capability. Travel, lodging, meals, and other expenses as required will be paid by the Respondent. Such travel may be recurring during Contract implementation and startup phase. It is important that the Respondent awarded a Contract ensure all resources necessary are made immediately available to expeditiously implement a successful billing cycle for payment.

- 10) DIVTEL billing process and data formatting changes are occasionally required as systems are upgraded and enhanced to maintain the highest level of eligible user satisfaction. Changes may be required of the Respondent during the course of this Contract and these changes shall be at no cost to the state.
- 11) The Respondent shall maintain a historical record of both the monthly invoice and daily SMDR for up to 6 months. The Respondent shall be able to deliver this information upon DIVTEL request. Failure to maintain this information shall constitute an SLA violation and is subject to 5% of the total MOU charges for that month.

**E. Billing Corrections**

The Respondent shall provide automatic credits for incorrect or disputed charges. The Respondent shall have one (1) billing cycle to confirm the disputed charges as billable and re-bill.

**F. Special Accounts**

In certain cases, numbers will be grouped and billed on a separate special account and based on total usage per end user/phone number.

**G. Casual Billing**

SUNCOM Switched PIC numbers shall be billed to the DIVTEL account and the DIVTEL account only unless directed by DIVTEL. In instances where Casual Bills are generated, the Respondent shall correct the account assignment to DIVTEL and credit the Casual Bill completely. The call records previously on the Casual Bill may be moved and charged (at the contract rate) to the DIVTEL account effective with the next bill cycle.

Call records moved shall be limited to one previous bill cycle. The Respondent shall include all moved call records in the DIVTEL bill summary and electronic bill files. If the Respondent is not capable of including these moved call records on the electronic files, then DIVTEL shall not be financially responsible for the moved call records.

**3.33 Long Distance Service Information Inventory Ownership**

Information associated with the State's Long Distance services shall be collected and accurately maintained by the Respondent in an industry standard format. The database, at a minimum, shall include information such as all phone number PIC assignments, long distance service configuration format (intrastate only, interstate or international), restriction types, authorization codes, dedicated circuit ID's and their locations, traffic volume by call type, etc. With the State ownership, this information shall be available to DIVTEL at anytime. Should DMS decide to contract with a different contractor at a future time, then such information can be obtained and provided to other potential Respondent.

### 3.34 Service Level Agreements

The Service Level Agreement (SLA) is designed to ensure the quality of SUNCOM Long Distance services. The SLAs are divided into the following five major categories: Service Provisioning, Service Quality, Service Migration/Implementation, Service Monitoring & Reporting, and Billing. The SUNCOM Long Distance SLAs are summarized in Attachment 8.

SLA data shall be captured in real-time utilizing the monitoring tools on a continuous basis. All violations shall be provided to DIVTEL by the applicable Respondent in a Violation Report (VR). The VR shall be one month in the arrears in relation to the billing cycle and shall list all SLA violations occurrences during the previous billing cycle. The Respondent shall scrub the VR and note each incident which the Respondent wishes to claim exception from (dispute) the applicable SLA liquidated damages provision or other consequences..

*Please Note: In order for DMS to consider granting relief to the Respondent, the Respondent shall provide a complete detailed description of the SLA violation, deployed corrective actions, and the contractual basis.*

The VR shall be created and completed by the Respondent and shall be presented to Contract Manager in an electronic spreadsheet or other electronic format as directed. The Contractor shall make the VR (both scrubbed and raw data) available to the SUNCOM NOC (email to: [SUNCOMNOC@DMS.MYFLORIDA.COM](mailto:SUNCOMNOC@DMS.MYFLORIDA.COM)) by COB the 7th day of each month. The Respondent and SUNCOM NOC shall review the VR between the 8th and 15<sup>th</sup> of each month. The Respondent and SUNCOM NOC/Billing will review the SLA report via conference call on the third Monday of each month or other mutually agreed upon date.

When a service level violation occurs DIVTEL will advise the Respondent and credits shall be applied within the next two bill cycles. The total amount of SLA liquidated damages shall not exceed the total Monthly Recurring Charges for that month. *The vendors will **not** be held accountable for SLAs due to Force Majeure i.e. events beyond the Respondent's control, such as a war, riot, crime, or act of God (e.g., flooding, earthquake, volcano), which prevent the vendor from fulfilling its contractual obligations.*

## **SECTION 4 – SPECIAL CONDITIONS**

### **4.01 Compliance with Laws**

The Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Respondent shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

### **4.02 Performance Bond**

The Respondent shall furnish the Department with a performance bond, or an irrevocable letter of credit in the amount of one million dollars (\$1,000,000) for Switched LD and three million dollars (\$3,000,000) for Dedicated Long Distance that shall be in effect yearly for a time frame equal to the term of the Contract.

The performance bond, or an irrevocable letter of credit shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this solicitation. No payments shall be made to the Respondent until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract which may result from this solicitation, the Respondent shall provide proof that the performance guarantee has been renewed for the term of the Respondent renewal.

Based upon Respondent performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining Contract period, including the renewal.

### **4.03 Background Check**

The Respondent shall ensure that background history checks, including criminal history, are conducted on all current and newly-hired employees, including all subcontractor employees, prior to the employee or subcontractor providing Dependent Eligibility Verification services under the Contract. All employees and subcontractors of Respondent providing services per this contract are considered to be persons of special trust and shall therefore undergo a Level II background screening by the Department's Inspector General.

The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Respondent. The Respondent shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to Section 435.04(2), Florida Statutes.

The Respondent shall require all of its employees and all subcontractor employees to report to the Department any criminal matter that employee has been involved in, whether it is an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld as soon as reasonably possible, and in no event later than two business days, of such incident. The Department shall have the right to audit compliance with this Section at anytime, and Respondent and its Subcontractors shall cooperate with this audit process.

### **4.04 Universal Services Fund**

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal

Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

Respondent agrees to obtain a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company (USAC). Service Provider is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with program rules. Service Provider shall maintain eligibility as a Universal Service Fund (USF) service provider for the duration of the Agreement. Respondent shall provide both the SPIN number and a copy of the SPAC.

During the term of the Contract, Respondent shall be required to take all appropriate action to maintain its eligibility as a provider within the USF program. RESPONDENT SHALL BE RESPONSIBLE FOR ANY LIABILITY EQUIVALENT TO THE ACTUAL DAMAGE INCURRED BY A SUNCOM CLIENT IF SERVICE PROVIDER BECOMES INELIGIBLE FOR USF FUNDING DUE TO CIRCUMSTANCES WITHIN SERVICE PROVIDER'S CONTROL. SERVICE PROVIDER AGREES TO PAY LIQUIDATED DAMAGES IN THE EVENT IT BECOMES INELIGIBLE AS A USF PROVIDER. In such an event, liquidated damages shall be calculated as the cost to the Department any of its E-Rate SUNCOM Clients above the discounted price. Such liquidated damages shall be the sole responsibility of Respondent. The Department (and any of its E-Rate SUNCOM Clients) shall only be responsible for the discounted price of the services. Therefore, in the event Respondent is deemed ineligible as a provider within the USF program, Respondent shall continue to provide the contracted rates as if the services were eligible for USF funding. The Department will not hold Respondent responsible for a lapse of eligibility if the circumstances are deemed to be beyond Respondent 's control.

#### 4.05 Contract Management

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

Christina Espinosa  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Ste. 380.9Z  
Tallahassee, Florida 32399-0950  
Telephone: (850) 410-2404 / Fax: (850) 922-6149  
E-mail: [christina.espinosa@dms.myflorida.com](mailto:christina.espinosa@dms.myflorida.com)

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

- B. **Contract Manager:** The Department employee who is primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Jonathan D. Yeaton  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way  
Tallahassee, Florida 32399-0950  
Telephone: (850) 414-1159  
E-mail: [jon.yeaton@dms.myflorida.com](mailto:jon.yeaton@dms.myflorida.com)

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

#### **4.06 Contract Term**

The resultant Contract of this solicitation shall begin on August 09, 2011, or on the last date signed by either party, and shall end July 31, 2016. Therefore, as provided in section 1.03 of this solicitation, the term of the prospective contract will be five (5) years with options to renew up to an additional five (5) years. However, during the term of the contract, the Department may find it necessary to renew the contract in increments, complete term, or combination thereof, so as long as the original renewal price bid is not exceeded. See Rule 60A-1.048 (1)(a), F.A.C. Such a change shall be accomplished only by an amendment to the Contract. Also, under no circumstances will the renewal years specified in the bid be exceeded. Execution of all renewals shall be done via a contract amendment, and shall remain subject to at least satisfactory performance by the Respondent.

#### **4.07 Preferred Price**

The Respondent agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

#### **4.08 Inapplicable Provisions of Attachment A - PUR 1000 General Contract Conditions:**

The following sections shall not apply:

- A. Section 2. Purchase Orders
- B. Section 3. Product Version
- C. Section 15, Invoicing and Payment
- D. Section 27. Purchase Order Duration
- E. Section 43. Cooperative Purchasing

#### **4.09 Employment Eligibility Verification**

Respondent agrees that it will enroll and participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”), under the terms provided in the “Memorandum of Understanding” with DHS governing the program. Respondent further agrees to provide to the Florida Department of Management Services (the “Agency”), within thirty days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the “Edit Company Profile” page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.)

Respondent further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this Contract or within ninety (90) days of the effective date of the Contract between the Respondent and the subcontractor, whichever is later. The Respondent shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Respondent further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials.



Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the “Memorandum of Understanding” with DHS) is hereby made an express condition of this Agreement.

#### **4.10 Savings**

Pursuant to Section 47 of Chapter 2010-151, Laws of Florida, agencies are directed to seek a substantial savings, preferably of at least 3%, through their reprocurements while also ensuring that the level and quality of services provided are not affected. As such, please keep this requirement in mind when submitting your pricing proposal.

**SECTION 5 – FORMS INSTRUCTION AND INFORMATION**

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

**ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION**

**ATTACHMENT 2– CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

**ATTACHMENT 3– NOTICE OF CONFLICT OF INTEREST**

**ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT**

**ATTACHMENT 5 – STATEMENT OF NO INVOLVEMENT**

**ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**

**ATTACHMENT 7 – SUBCONTRACTING**

**ATTACHMENT 10 – PASS / FAIL AFFIDAVIT**

**ATTACHMENT 13 – PRICE SHEETS (see Section 2.09, A.)**

**THIS SPACE INTENTIONALLY LEFT BLANK**

**ATTACHMENT 1 – RESPONDENT’S CONTACT INFORMATION**

The Respondent shall identify the contact information as described below.

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

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT 3 - NOTICE OF CONFLICT OF INTEREST**

**Company or Entity Name** \_\_\_\_\_

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

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

_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**ATTACHMENT 4 - NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

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

- 1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
- 2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
- 3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
- 4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
- 5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees are not currently (Name of Firm) under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.  
Name of Organization: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2011.  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT 5 - STATEMENT OF NO INVOLVEMENT**

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

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work contained in this solicitation.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**ATTACHMENT 6 – ADDENDUM / AMENDMENT ACKNOWLEDGEMENT FORM**

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

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

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\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name



**ATTACHMENT 7 – SUBCONTRACTING**

The Respondent shall complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval (see Section 2.14), but provides the Department with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?      Yes \_\_\_\_\_                      No \_\_\_\_\_

Occupational License No: \_\_\_\_\_

Acknowledgement from Contractor that this subcontractor has successfully complied with the "Subcontractor Acceptance Process":      Yes \_\_\_\_\_                      No \_\_\_\_\_

W-9 verification:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 8 – SLA SUMMARY (Page 1 of 3)**

The following tables summarize the SLA’s for SUNCOM Long Distance Service.

	<b>SLA</b>	<b>Performance Violation/Concern</b>	<b>Performance Credit</b>
<b>Service Quality</b>			
1	New NPA’s and NNX’s	New NPA’s (area codes) and NNX’s (local exchange numbers) must be added or changed within no more than 24 hours . NPA and NNX changes shall be made to the routing database prior to actual change. Failure to add new NPA’s and NNX’s within 24 shall constitute a violation of the Service Level Agreement.	5% of the total Minutes of Use charges for that month
2	Fraudulent Calls	Under no circumstances shall the State be liable for any fraudulent calls under the terms of this contract. Fraudulent calls are any calls that have not been authorized by eligible users. The Service Provider shall proactively monitor their network for any fraudulent calls. Should the Service provider detect an incident of fraud, the Service Provider shall contact the SUNCOM NOC to report the suspected fraudulent activity within one hour of detection. The SUNCOM NOC will coordinate with the customer and the Service Provider to address the fraudulent activity. This may include blocking the end user from making further calls until the issue is resolved. Failure to provide such fraud notification shall constitute a violation of the Service Level Agreement.	5% of the total Minutes of Use charges for that month
3	Reliability	SUNCOM Long Distance reliability shall be at least 99.99% or no more than 5 minutes of downtime per month.  Call completion time during the busy hour shall be less than 10 seconds	5% of the total minutes of use charges for that month
4	Service Quality	The Respondent (s) shall provide toll quality Long Distance services. If the Contractor(s) utilizes Voice over IP as transport, then the Contractor shall maintain a minimum MOS score of 4.0 within their network.	5% of the total minutes of use charges for that month

**ATTACHMENT 8 – SLA SUMMARY (Page 2 of 3)**

	<b>SLA</b>	<b>Performance Violation/Concern</b>	<b>Performance Credit</b>
<b>Service Provisioning</b>			
5	Switched Long Distance Provisioning	Failure to provision Switched Long Distance Services within 3 day of receipt of the CSA order.	5% of the total minutes of use charges for that month
6	Dedicated Long Distance Provisioning	Failure to install dedicated PRI facilities and have them tested and operational within 30 days of receipt of the CSA order for Dedicated service.	5% of the total minutes of use charges for that month

	<b>SLA</b>	<b>Performance Violation/Concern</b>	<b>Performance Credit</b>
<b>Service Migration/Implementation</b>			
7	Switched Long Distance Migration/ Implementation	The migration of State numbers to the Switched Long Distance services shall be completed by November 7, 2011	\$1,000 per day
8	Dedicated Long Distance Migration/ Implementation	The migration of the dedicated long distance services shall be completed by March 7, 2012.	\$5,000 per day
	<b>SLA</b>	<b>Performance Violation/Concern</b>	<b>Performance Credit</b>
<b>Service Monitoring</b>			
9	Trouble Reporting	<p>Provide SUNCOM NOC access to the Respondent 's ticketing system to allow for creating, updating and downloading trouble tickets.</p> <p>Respondent shall respond to reported troubles from the customer or SUNCOM NOC within one hour.</p> <p>A report of trouble clearance shall be furnished to the SUNCOM NOC within one hour of trouble clearance.</p> <p>Respondent shall notify the SUNCOM NOC immediately after the occurrence of a service affecting network failure.</p>	5% of the total minutes of use charges for that month

**ATTACHMENT 8 – SLA SUMMARY (Page 3 of 3)**

	<b>SLA</b>	<b>Performance Violation/Concern</b>	<b>Performance Credit</b>
<b>Billing</b>			
10	Bill Receipt Date Limitations	The paper bill and electronic file must be received no later than the 10th day of the month following the month of usage billed. For example, if the invoice date is 06/01/10, it will be for the service period 05/01/10 through 05/31/10 and must be received no later than 06/10/10. ALL SERVICE incurred between 05/01/10 and 05/31/10 (the current billing cycle) must be included on this bill. The State will not be obligated to pay for SERVICE generated prior to 5/01/10 for the current billing cycle. The Respondent shall provide a readable and accurate file within the first ten (10) days of the month as noted above.	\$500 per day
11	Credit for Performance of Extra Work	Credit for performance of extra work. If the Respondent doesn't comply with DIVTEL's billing requirements, DIVTEL, at its option, may require a SLA until the requirements are met for the extra internal accounting and auditing services related to Respondent delays in providing a readable and accurate electronic billing file.	\$500 per day

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**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 1 of 13)**

<b>Location</b>	<b>Type</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Allapathah	Multi Agency	2470 NW 38th St	Miami	FL	33142
Apopka ABC	Multi Agency	200W 2nd ST	Apopka	FL	32703
Arcadia	Multi Agency	11 EAST HICKORY STREET	Arcadia	FL	33901
Arlington	Multi Agency	7553 Atlantic Blvd	Jacksonville	FL	32211
Azalea Park	Multi Agency	7320 Lake Underhill Rd.	Orlando	FL	32825
Bay County Schools	Multi Agency	111 E. FIFTH STREET	Panama City	FL	32401
Belle Glade	Multi Agency	108 SW Ave C	Belle Glade	FL	33430
BELMONT PRI 1	Multi Agency	30 WEST BELMONT STREET	Pensacola	FL	
BELMONT PRI 2	Multi Agency	30 WEST BELMONT STREET	Pensacola	FL	
Bowe Gardens	Multi Agency	150 Croton Rd	Melbourne	FL	32935
Brentwood	Multi Agency	18560 NW 27th Ave	Opa Locka	FL	33056
BROOKSVILLE ESSX	Multi Agency	201 E JEFFERSON ST	BROOKSVILLE	FL	34601
BROWARD RSC ESSX Ft. Lauderdale	Multi Agency	211 NE 2ND STREET	FT LAUDERDALE	FL	33301
Bunnell	Multi Agency	111 SOUTH CHERRY ST	Bunnell	FL	32010
Canal	Multi Agency	2301 SW 100th Ave	Miami	FL	33165
Chiefland	Multi Agency	213 NE 1st St.	Chiefland	FL	
Chipley	Multi Agency	205 RAILROAD AVE	Chipley	FL	32428
Clewiston Labell	Multi Agency	310 N BRIDGE ST	St Labell	FL	33935
Cocoa	Multi Agency	712 Florida Ave	Cocoa	FL	32922
Cooper City	Multi Agency	68 SW 98th Ave	Hollywood	FL	33025
CORAL SPRINGS	Multi Agency	9420 ROYAL PALM BLVD	CORAL SPRINGS	FL	

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 2 of 13)**

Crestview (Bell South and Embarq)	Multi Agency	292 N SPRING ST	Crestview	FL	32536
Cypress	Multi Agency	5395 NW 14th Ave	Fort Lauderdale	FL	33334
Cypress Lake	Multi Agency	15143 WINKLER AVE	Fort Myers	FL	32399
Dade City (Bell South and Embarq)	Multi Agency	37810 Meridian Ave	Dade City	FL	33523
Daytona Beach PRI 1	Multi Agency	268 NORTH RIDGEWOOD AVE	Daytona Beach	FL	32114
Daytona Beach PRI 2	Multi Agency	268 NORTH RIDGEWOOD AVE	Daytona Beach	FL	32114
Defuniak Sps Main	Multi Agency	224 w Balwin Ave	Defuniak Sps	FL	32435
Deland	Multi Agency	316 W NEW YORD AVE	Deland	FL	32720
DUVAL REGIONAL SERVICE CENTER	Multi Agency	424 NORTH PEARL ST	JACKSONVILLE	FL	32202
East Fort Myers	Multi Agency	4641 PALM BEACH BLVD	Fort Myers	FL	33905
Fernandina Beach	Multi Agency	400 Ash Street	Fernandian Beach	FL	
Ferry Pass	Multi Agency	11725 E OLIVE RD	Pensacola	FL	32514
FORT MYERS MAIN	Multi Agency	1520 LEE ST	FORT MYERS	FL	33901
Fort Walton	Multi Agency	212 SE HOLLYWOOD BLVD	Fort Walton Beach	FL	32548
Ft. Pierce	Multi Agency	712 Citrus Ave	Ft. Pierce	FL	34950
GAINESVILLE MAIN PRI 1	Multi Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
GAINESVILLE MAIN PRI 2	Multi Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
Gardens	Multi Agency	325 Gardenia St.	WPBH	FL	33401
Gardens Palm Beach	Multi Agency	3700 R*C*A BLVD	palm beach gardens	FL	33401
Grande	Multi Agency	45 NW 5TH ST	MIAMI	FL	33128
Green Acres	Multi Agency	3800 S. Military Trail	West Palm Beach	FL	33461
Haverhill	Multi Agency	1500 N Haverhill Rd	WPBH	FL	33414

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 3 of 13)**

Homestead	Multi Agency	75 NE Civic Ct.	Homestead	FL	33030
Jacaranda	Multi Agency	10141 West Broward Blvd	Fort Lauderdale	FL	33324
JAXNET	Multi Agency	424 NORTH PEARL ST	JACKSONVILLE	FL	32202
Key West Reg Svc Cntr	Multi Agency	530 Southard St.	Key West	FL	33040
Kingspoint	Multi Agency	6037 West Atlantic Blvd	Delray Beach	FL	33484
Kissimmee ABC	Multi Agency	418 E Broadway Ave	Kissimmee	FL	34744
Kissimmee ABC (2nd DS1)	Multi Agency	418 E Broadway Ave	Kissimmee	FL	34744
Lake City	Multi Agency	601 Riverside Ave	Lake City	FL	32204
Lake Worth	Multi Agency	120 North K street	WPBH	FL	33460
Leesburg ABC (Bell South and Embarq)	Multi Agency	425 North 3rd St.	Leesburg	FL	34748
Madison	Multi Agency	215 W. PICKNEY ST.	Madison	FL	32340
Magnolia II	Multi Agency	45 N Magnolia Ave	Orlando	FL	32801
MAITLAND	Multi Agency	501 KELLER RD	MAITLAND	FL	32751
Margate Estate	Multi Agency	1180 Banks Rd	Pompano Bch	FL	33063
Marianna PRI 1	Multi Agency	4387 LAFAYETTE	Marianna	FL	32446
Marianna PRI 2	Multi Agency	4387 LAFAYETTE	Marianna	FL	32446
Melbourne	Multi Agency	728 E Palmetto Ave	Melbourne	FL	32901
MIAMI DS1 (Dade RSC Grande)	Multi Agency	45 NW 5th St	Miami	FL	33128
Milton	Multi Agency	307 RAVINE ST	Milton	FL	32570
Naples Moorings	Multi Agency	990 26th Ave North	North Naples	FL	34102
New Smyrna Beach	Multi Agency	100 CANAL ST	New Smyrna Beach	FL	32168
Oakland PRI 1 - 46 B chans	Multi Agency	4200 W OAKLAND BLVD	Oakland	FL	33313

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 4 of 13)**

Oakland PRI 2 - 46 B chans	Multi Agency	4200 W OAKLAND BLVD	Oakland	FL	33313
Ocala ABC PRI 1	Multi Agency	319 SOUTHEAST BROADWAY	Ocala	FL	34471
Ocala ABC PRI 2	Multi Agency	319 SOUTHEAST BROADWAY	Ocala	FL	34471
OKEECHOBEE ABC	Multi Agency	115 S PARROTT AVE	OKEECHOBEE	FL	34974
Opa Locka	Multi Agency	2660 Superior Street	Opa Locka	FL	33054
Orlando Colonial PRI 1	Multi Agency	2315 E Central Ave	Orlando	FL	32803
Ormond Beach	Multi Agency	22 SOUTH RIDGEWOOD AVE	Ormond Beach	FL	32174
PALATKA ESSX	Multi Agency	319 MAIN STREET	PALATKA	FL	32177
Palm Coast	Multi Agency	5 CLUB HOUSE DR	Palm Coast	FL	32307
Palmetto	Multi Agency	9056 NW 41st	Miami	FL	33178
Panama City Beach	Multi Agency	604 NAUTILIS ST	Panama City Beach	FL	32413
Panama City Main	Multi Agency	111 E. FIFTH STREET	Panama City	FL	32401
Perrine	Multi Agency	16645 S Federal Hwy	Miami	FL	33157
Pine Castle	Multi Agency	6621 S Orange Ave	Orlando	FL	32809
Pine Hills	Multi Agency	5120 Silver Star rd	Orlando	FL	32808
Plantation	Multi Agency	4036 Bryan Blvd	FT. Lauderdale	FL	33317
Port Charlotte	Multi Agency	3391 TAMIAMI TRAIL	Port Charlotte	FL	33952
Port Orange	Multi Agency	829 ORANGE AVE	DAYTONA BEACH	FL	
Port St. Lucie-Mn	Multi Agency	450 SE Pt. St. Lucie	Port St. Lucie	FL	34983
Punta Gordo	Multi Agency	200 Ave B	Bartow	FL	33830
Royal Palm	Multi Agency	11455 State Rd. 80	WPBH	FL	33414
San Jose	Multi Agency	6234 Old St. Augustine Rd	Jacksonville	FL	32217



**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 5 of 13)**

San Marco	Multi Agency	2048 Hendricks Ave	Jacksonville	FL	32207
Sanford	Multi Agency	501 W 9th St	Sanford	FL	32771
Sebring	Multi Agency	13 RIDGEWOOD	Sebring	FL	33935
SHADY ROAD	Multi Agency	2463 SW COLLEGE RD	OCALA	FL	
South Fort Myers	Multi Agency	3825 CLEVELAND AVE	Fort Myers	FL	33901
St. Augustine	Multi Agency	102 Martin Luther King Blvd	St. Augustine	FL	
Stuart	Multi Agency	300 W. 3rd Street	Stuart	FL	34994
Tallahassee Centrex PRI 1	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 2	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 3	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 4	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 5	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 6	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 7	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 8	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 9	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 10	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 11	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 12	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 13	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 14	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 15	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 6 of 13)**

Tallahassee Centrex PRI 16	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tallahassee Centrex PRI 17	Multi Agency	132 N. Calhoun Street	Tallahassee	FL	32301
Tampa Centrex 1st Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 2nd Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 3rd Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 4th Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 5th Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 6th Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 7th Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tampa Centrex 8th Grp	Multi Agency	610 E Zack Street	Tampa	FL	33602
Tavares ABC (Bell South and Embarq)	Multi Agency	114 Texas Ave	Tarvares	FL	32778
Titusville	Multi Agency	604 Hopkins Ave	Titusville	FL	32780
Vero Bch	Multi Agency	1976 16th Ave	Vero Bch	FL	32960
WAKULLA - Crawfordville	Multi Agency	621 OCHLACKNEE ST	CRAWFORDVILLE	FL	32327
Warrington	Multi Agency	515 S Old Corry Field Road	Pensacola	FL	32507
Weeki Wachee	Multi Agency	776 Deltona Blvd	Weeki Wachee	FL	34606
West Hollywood	Multi Agency	250 SW 62nd Ave	Hollywood	FL	33023
West Palm Bch Annx	Multi Agency	325 Gardenia St.	WPBH	FL	33401
Westconnett	Multi Agency	5528 James Road	Jacksonville	FL	32244
13th Judicial District	Single Agency	800 E TWIGGS ST RM 605	TAMPA	FL	33602
ALACHUA COUNTY	Single Agency	26 NE 1ST STREET	GAINESVILLE	FL	32601
ATTORNEY GENERAL (OAG)	Single Agency	(Mapped In Tallahassee CTX) 132 N CALHOUN ST	TALLAHASSEE	FL	32399

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 7 of 13)**

ATTORNEY GENERAL FT LD	Single Agency	110 SE 6TH ST	FORT LAUDERDALE	FL	33301
AWI - Ft Lauderdale - PRI 1	Single Agency	2660 W Oakland Park Blvd	Oakland Park	FL	33311
AWI - Ft Lauderdale - PRI 2	Single Agency	2660 W Oakland Park Blvd	Oakland Park	FL	33311
AWI - Orlando PRI 1	Single Agency	6101 Chancellor Dr	Orlando	FL	32809
AWI - Orlando PRI 2	Single Agency	6101 Chancellor Dr	Orlando	FL	32809
AWI - Orlando PRI 3	Single Agency	6101 Chancellor Dr	Orlando	FL	32809
AWI - Tallahassee - PRI 1	Single Agency	107 E Madison St	Tallahassee	FL	32399
AWI - Tallahassee - PRI 2	Single Agency	107 E Madison St	Tallahassee	FL	32399
AWI APPEALS - PRI 1	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
AWI APPEALS - PRI 10	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 11	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 12	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 13	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 14	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 2	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
AWI APPEALS - PRI 3	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
AWI APPEALS - PRI 4	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
AWI APPEALS - PRI 5	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 6	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 7	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 8	Single Agency	107 E. MADISON	Tallahassee	FL	32399
AWI APPEALS - PRI 9	Single Agency	107 E. MADISON	Tallahassee	FL	32399

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 8 of 13)**

AWI HQ PRI 1	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
AWI HQ PRI 2	Single Agency	107 E MADISON ST	Tallahassee	FL	32399
BREVARD COMM COLLEGE	Single Agency	1519 CLEARLAKE RD	COCOA	FL	32922
BROWARD COMMUNITY COLLEGE	Single Agency	3501 SW DAVIE RD	DAVIE		
CENTRAL FLORIDA COMMUNITY COLLEGE	Single Agency	3001 SW COLLEGE RD	OCALA	FL	34474
CHARLOTTE COUNTY BOCC	Single Agency	350 EAST MARION	PUNTA GORDA	FL	33950
CHARLOTTE COUNTY BOCC/MURDOCK	Single Agency	18500 MURDOCK CIRCLE	PORT CHARLOTTE	FL	33948
CHIPOLA COLLEGE	Single Agency	3094 INDIAN CIRCLE	MARIANNA	FL	32446
CITRUS COUNTY	Single Agency	3600 W SOVEREIGN PATH	LECANTO	FL	34461
CITY OF FT LAUDERDALE Broward Blvd	Single Agency	1300 BROWARD BLVD	FT LAUDERDALE	FL	33312
CITY OF FT LAUDERDALE Executive Airport Way	Single Agency	2200 EXECUTIVE AIRPORT WAY	FT LAUDERDALE	FL	33301
CITY OF FT LAUDERDALE N Andrews Blvd	Single Agency	100 N ANDREWS BLVD	FT LAUDERDALE	FL	33312
CITY OF POMPANO BEACH	Single Agency	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
CITY OF ST PETERSBURG	Single Agency	1300 1ST AVE NORTH	ST PETE	FL	33705
City of Tallahassee	Single Agency	300 South Adams	Tallahassee	FL	32301
CLAY COUNTY BOCC	Single Agency	825 N ORANGE AVE	GREEN COVE SPRINGS	FL	32043
COLLIER COUNTY SHERIFF	Single Agency	3301 TAMIAMI TRAIL	NAPLES	FL	34112
COLUMBIA COUNTY	Single Agency	130 W. NASSAU ST	LAKE CITY	FL	32025
Daytona State College	Single Agency	1200 W International Blvd	Daytona Beach	FL	32120
DCF Dist 7	Single Agency	404 W Robinson St	Orlando	FL	32801
DCF INVERNESS	Single Agency	601 HWY 41S	INVERNESS	FL	34450

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 9 of 13)**

DCF WILDWOOD	Single Agency	1601 W GULF ATLANTIC HWY	WILDWOOD	FL	34785
DEP CENTRAL DISTRICT	Single Agency	3319 MAGUIRE	ORLANDO	FL	32803
DEPT OF HWY SAFETY	Single Agency	2900 APALACHEE PARKWAY	TLH	FL	32399
DFS PRI 1	Single Agency	200 E. GAINES ST LARSON BLDG	TALLAHASSEE	FL	32399
DFS PRI 2	Single Agency	200 E. GAINES ST LARSON BLDG	TALLAHASSEE	FL	32399
DOC - CALHOUN	Single Agency	149 N.MAINST	BLOUNTSTOWN	FL	
DOC - STARK	Single Agency	140 N THOMPSON ST	STARKE	FL	
DOC - UCI	Single Agency	into Windstream C/O at 24214 Northeast State Road 16	RAIFORD	FL	
DOC- HAMILTON	Single Agency	109 1ST AVE SW	JASPER	FL	32052
DOC- SOUTH FLORIDA RECEPTION CENTER	Single Agency	14000 NW 41ST STREET	MIAMI	FL	33178
DOC SUWANNEE CI	Single Agency	SR137	WELLBORN	FL	32094
DOC-NORTH FL RECEPTION CENTER	Single Agency	80 SOUTHWEST 1ST STREET	LAKE BUTLER	FL	32054
DOH Laboratory Service	Single Agency	1217 Pearl Street, Bldg 5	Jacksonville	FL	32202
DOH Palm Beach County Public Health Unit	Single Agency	225 South Congress Ave.	Delray Beach	FL	33444
DOH PRI	Single Agency	4042 BALD CYPRESS WAY	TALLAHASSEE	FL	32399
DOH PRI	Single Agency	4042 BALD CYPRESS WAY	TALLAHASSEE	FL	32399
Duval County Schools	Single Agency	4019 BOULEVARD CENTER DR	Jacksonville	FL	32207
EDISON COMM COLLEGE	Single Agency	8099 COLLEGE PARKWAY	FORT MYERS	FL	33919
FAU	Single Agency	777 GLADES RD	BOCA RATON	FL	33431
FDACS, PLANT INDUSTRY - REWORK	Single Agency	1911 SW 34TH STREET	GAINESVILLE	FL	32614
FDLE TALLAHASSEE	Single Agency	(Mapped In Tallahassee CTX) 132 N CALHOUN ST	TALLAHASSEE	FL	32399
FDOT #1	Single Agency	801 NORTH BROADWAY	BARTOW	FL	33830

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 10 of 13)**

FDOT Central Office	Single Agency	605 Suwannee St (Burns Bldg)	Tallahassee	FL	32399
FDOT DIST 5	Single Agency	719 SOUTH WOODLAND BLVD	DELAND	FL	32720
FDOT District # 4	Single Agency	3400 W. Commercial Blvd	Ft. Lauderdale	FL	33309
FDOT DISTRICT 2 HQ (Eastern Time)	Single Agency	1109 S MARION AVE	LAKE CITY	FL	32025
FDOT DISTRICT 3 HQ (Central Time)	Single Agency	1074 HIGHWAY 90	CHIPLEY	FL	32428
FDOT DISTRICT 7	Single Agency	11201 N MCKINLEY DR	TAMPA	FL	33612
FDOT TOLLS DATA CENTER	Single Agency	7941 GLADES RD	BOCA RATON	FL	33434
FIU PRI 1	Single Agency	11200 SW 8th Street Prmera Casa Room 205	Miami	FL	33199
FIU PRI 2	Single Agency	11200 SW 8th Street Prmera Casa Room 205	Miami	FL	33199
FL Turnpike Enterprises - Pompano	Single Agency	Mile Post 65, FL Turnpike aka Sunshine Parkway, Pompano Beach Service Plaza	Pompano	FL	33069
FL Turnpike Enterprises - Turkey Lake	Single Agency	Mile Post 263, FL Turnpike aka Sunshine Parkway, Turkey Lake Service Plaza	Turkey Lake (OCCOEE)	FL	34761
FLNG - UP	Single Agency	5629 WEST SR 16	STARKE	FL	32091
FLNG 82 Marine St	Single Agency	82 MARINE ST	ST AUGUSTINE	FL	32085
FLNG SR 207	Single Agency	2305 SR 207	ST AUGUSTINE	FL	32086
FLORIDA GULF COAST UNIVERSITY	Single Agency	10501 FGCU BLVD S	FORT MYERS	FL	33965
FLORIDA SCHOOL FOR DEAF AND BLIND	Single Agency	207 SAN MARCO AVE	ST AUGUSTINE	FL	32084
FLORIDA STATE HOSPITAL	Single Agency	14 S MAIN ST	CHATTAHOOCHEE	FL	32324
FSU Office of Telecom PRI 1	Single Agency	213 Rod Shaw Bldg FSU Campus 644 W. Call St.	Tallahassee	FL	32306
FSU Office of Telecom PRI 2	Single Agency	213 Rod Shaw Bldg FSU Campus 644 W. Call St.	Tallahassee	FL	32306
GREATER ORLANDO AVIATION	Single Agency	9304 AIRPORT BLVD	ORLANDO	FL	32827
Gulf Coast Community College	Single Agency	5230 W Highway 98, Library, 2nd Floor, Room 222	Panama City	FL	32401

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 11 of 13)**

Hernando County	Single Agency	18900 CORTEZ BLVD	BROOKSVILLE	FL	34601
Highlands County BBC	Single Agency	600 S Commerce	SEBRING	FL	33870
HILLSBOROUGH COUNTY HEALTH DEPT	Single Agency	1105 E KENNEDY BLVD	TAMPA	FL	33602
HILLSBOROUGH COUNTY SHERIFF	Single Agency	2008 E 8TH AVE	TAMPA	FL	33601
LAKE SUMTER COMM COLLEGE	Single Agency	9501 US HWY 441	LEESBURG	FL	34788
LAKEVIEW CENTER	Single Agency	1222 WEST LAKEVIEW AVE	PENSACOLA	FL	32501
LEON COUNTY	Single Agency	(Mapped In Tallahassee CTX) 132 N. CALHOUNT ST	TALLAHASSEE	FL	32399
MANATEE COUNTY GOVT	Single Agency	1112 MANATEE AVE WEST	BRADENTON	FL	34205
MARION COUNTY SCHOOL BOARD	Single Agency	512 SE 3RD ST	OCALA	FL	34471
MARTIN COUNTY	Single Agency	300 W. 3RD ST	STUART	FL	34994
MONROE COUNTY	Single Agency	500 WHITEHEAD STREET	KEY WEST	FL	33040
NORTHEAST FLORIDA STATE HOSPITAL	Single Agency	7487 S STATE RD 121	MACCLENNY	FL	32063
Orange County N Orange	Single Agency	435 N Orange	ORLANDO	FL	32801
Orange County S Rosalind	Single Agency	201 S Rosalind	ORLANDO	FL	3281
PALM BEACH COUNTY SHERIFF - REWORK	Single Agency	3228 GUN CLUB RD	WEST PALM BEACH	FL	33406
PASCO COUNTY DADE CITY	Single Agency	14236 6TH STREET	DADE CITY	FL	33523
Pasco County Land Of Lakes	Single Agency	20101 CENTRAL BOULEVARD	LAND O LAKES	FL	34637
PASCO COUNTY NPR	Single Agency	8744 GOVERNMENT DR	NEW PORT RICHEY	FL	34654
PATLIVE FAX SERV	Single Agency	2639 N MONROE ST	TALLAHASSEE	FL	32399
PENSACOLA JUNIOR COLLEGE	Single Agency	1000 COLLEGE BLVD	PENSACOLA	FL	32504
PINELLAS COUNTY CJC	Single Agency	14250 49TH STREET	CLEARWATER	FL	33762

**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 12 of 13)**

PINELLAS COUNTY CLW	Single Agency	315 COURT ST	CLEARWATER	FL	33756
PINELLAS COUNTY EMS	Single Agency	12490 ULMERTON RD	LARGO	FL	33774
POLK COUNTY BOCC/	Single Agency	220 WEST CHURST ST	BARTOW	FL	33830
POLK COUNTY BOCC/ADMIN BLDG	Single Agency	330 WEST CHURST ST	BARTOW	FL	33830
POLK COUNTY SHERIFF	Single Agency	455 NORTH BROADWAY	BARTOW	FL	33830
SARASOTA COUNTY	Single Agency	1660 RINGLING BLVD	SARASOTA	FL	34236
So FLORIDA WATER MANAGEMENT DISTRICT PRI 1 - 46 B chans	Single Agency	3301 GUN CLUB RD	WEST PALM BEACH	FL	33406
So FLORIDA WATER MANAGEMENT DISTRICT PRI 2 - 46 B chans	Single Agency	3301 GUN CLUB RD	WEST PALM BEACH	FL	33406
Southwest Florida Water Management District Brooksville	Single Agency	201 E. Jefferson Street	Brooksville	FL	34601
Southwest Florida Water Management District Tampa	Single Agency	7601 Highway 301 North (Building 2)	Tampa	FL	33637
ST JOHNS COUNTY SCHOOLS	Single Agency	40 ORANGE STREET	ST AUGUSTINE	FL	32084
ST JOHNS RIVER COMMUNITY COLLEGE	Single Agency	5001 ST JOHNS AVE	PALATKA	FL	32177
SUMTER COUNTY BOCC	Single Agency	209 N FLORIDA ST	BUSHNELL	FL	33513
UCF-SOLAR ENERGY	Single Agency	1679 CLEARLAKE RD	COCOA	FL	32922
UF-BEBR SW 2nd Av PRI 1	Single Agency	Rm 108 SW 2nd Ave	GAINESVILLE	FL	32601
UF-BEBR SW 2nd Av PRI 2	Single Agency	Rm 108 SW 2nd Ave	GAINESVILLE	FL	32601
UF-BEBR SW 2nd Av PRI 3	Single Agency	Rm 108 SW 2nd Ave	GAINESVILLE	FL	32601
UNIV. OF NORTH FLORIDA	Single Agency	4567 ST JOHNS BLUFF RD S	Jacksonville	FL	32224
Univ. Of West Florida	Single Agency	11000 UNIVERSITY PARKWAY	PENSACOLA	FL	32514
University of Central Florida PRI 1	Single Agency	4000 Central FL Blvd	Orlando	FL	32816



**ATTACHMENT 9 – DEDICATED FACILITIES LIST (Page 13 of 13)**

University of Central Florida PRI 2	Single Agency	4000 Central FL Blvd	Orlando	FL	32816
UNIVERSITY OF FLORIDA- ADMIN PRI 1	Single Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
UNIVERSITY OF FLORIDA- ADMIN PRI 2	Single Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
UNIVERSITY OF FLORIDA- ADMIN PRI 3	Single Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
UNIVERSITY OF FLORIDA- ADMIN PRI 4	Single Agency	400 SW 2ND AVE	GAINESVILLE	FL	32601
USF - ENB Building	Single Agency	4202 E Fowler Ave. (ENB Building, Room 1112)	Tampa	FL	33620
VOLUSIA COUNTY ANNEX	Single Agency	125 EAST ORANGE AVE	DAYTONA BEACH	FL	32114
Volusia County Courthouse	Single Agency	125 West New York Ave	Deland	FL	32720
Volusia County Deland	Single Agency	125 West New York Ave	Deland	FL	32720

**ATTACHMENT 10 – PASS / FAIL AFFIDAVIT**

Respondent Name: \_\_\_\_\_

Respondent Address: \_\_\_\_\_  
\_\_\_\_\_

In accordance with ITB Number DMS 10/11-036, Section 2.11, Pass/Fail Requirements, the undersigned, as an authorized representative of the above named Respondent, hereby attests that:

1. Respondent must own and operate at least one SoftSwitch or one Class 4/5 Central Office Switches in Florida with interconnection to the Public Switch Telephone Network (PSTN) and appropriate interface with Signaling System 7 (SS7) network overlay.
2. Respondent currently provides toll quality long distance (Switched and Dedicated) services to an existing client base in Florida.
3. Respondent operates a trouble reporting center to diagnose and troubleshoot problems on all owned and leased facilities, including access lines.
4. Respondent must have a NOC that is staffed 24 hours a day, 365 days a year. The State reserves the right to visit the Respondents NOC Facilities. If deemed necessary by DIVTEL, such a visit will be at the Respondents expense.
5. Respondent has at least three major customers comparable to the SUNCOM network in volume and network configuration (refer to section 3.2 for details).
6. Respondent understands that the long distance traffic potentially offered by this contract (12-15 million minutes usage monthly of which approximately 75% is Dedicated and 25% is Switched) must represent no more than 10% of the entire long distance traffic carried monthly by the Respondent’s existing network. The Respondent must maintain same percentage traffic capacity, should the State’s traffic grow beyond the estimated forecast.
7. Respondent must be the prime contractor of record for long distance services offered under its bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## ATTACHMENT 11 – PUR 1000 GENERAL CONTRACT CONDITIONS

### State of Florida PUR 1000 General Contract Conditions

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**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the

proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within

thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

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

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

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

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

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

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

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://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.

## ATTACHMENT 12 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

### State of Florida PUR 1001 General Instructions to Respondents

#### Contents

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7. CONVICTED VENDORS.
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**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and

- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

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

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

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

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

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

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

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