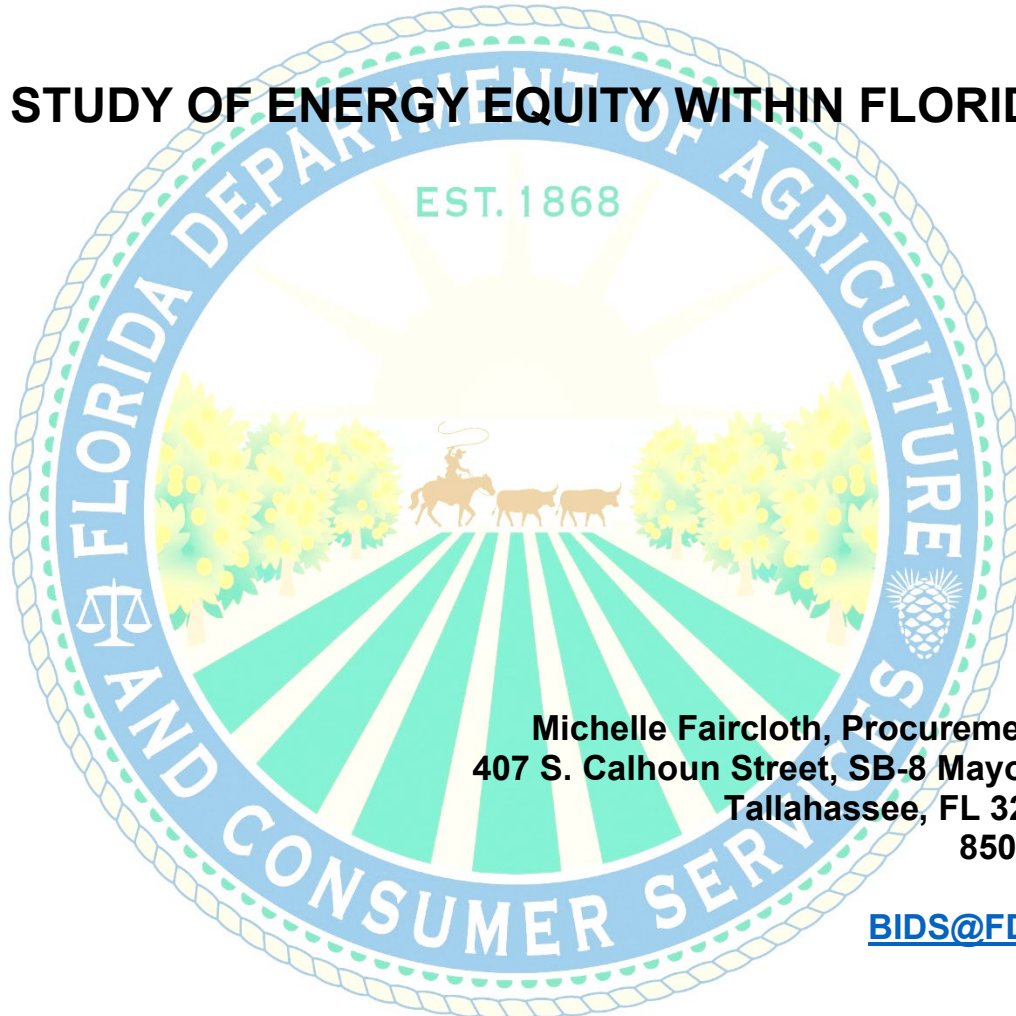


FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

REQUEST FOR PROPOSAL

RFP OOE 20 21 98

A STUDY OF ENERGY EQUITY WITHIN FLORIDA



Michelle Faircloth, Procurement Officer
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800
850-617-7181

BIDS@FDACS.gov

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. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
OFFICE OF ENERGY**

REQUEST FOR PROPOSAL

A STUDY OF ENERGY EQUITY WITHIN FLORIDA

SECTION 1. INTRODUCTORY SECTION

A. PURPOSE

The Florida Department of Agriculture and Consumer Services (FDACS/Department) seeks to establish a contractual services agreement with a Vendor (Contractor/Respondent) to conduct a statewide study that investigates the distribution of benefits and burdens from energy production and consumption and the disproportionate impact of environmental hazards on low and moderate income Floridians and including such vulnerable populations as lower income households, people of color, and rural communities.

B. BACKGROUND

Many Floridians, especially those in vulnerable or underserved populations, struggle with high energy burdens. In fact, the Energy Information Administration estimates that one in three households have reported challenges in meeting energy needs¹. One of the contributing factors is the larger percentage of income that is spent on housing related expenditures (rent/mortgage, utilities, etc.) as compared to medium- and high- income households. For example, nearly 5 percent of Floridians spend greater than 50 percent of their incomes on housing costs². Another contributing factor is the correlation between lower- and moderate-income households and older housing stock, which is inherently less energy efficient. These higher energy burdens are correlated with greater risk for respiratory diseases, increased stress and economic hardship, and difficulty in moving out of poverty.

Vulnerable populations generally experience systemic inequalities, barriers, and limited access to public and private resources and programs. To address these inequitable disparities, programs and projects need to be designed that target implementing energy efficiency measures and developing renewable energy sources in lower- and moderate- income households. For example, increased investment in energy efficiency can reduce energy burden by 25 percent (up to \$400 per year)³; however, these populations are less likely to participate because of insufficient financial resources.

The extent to which energy equity affects Floridians statewide has not yet been analyzed. Information gained is useful in the development of programs and policies designed to achieve a more equitable economy that uses energy more efficiently, reduces energy costs, and promotes the health, safety, and well-being of all.

1 EIA - <https://www.eia.gov/todayinenergy/detail.php?id=37072>

2 Sadowski Housing Coalition, Facts Page, <https://www.sadowskicoalition.org/facts/>

3 ACEEE - <https://www.aceee.org/energy-equity-initiative>

SECTION 2. TECHNICAL SPECIFICATIONS

SCOPE OF WORK

FDACS Office of Energy (OOE) seeks proposals from eligible vendors to conduct a study and produce a report that characterizes utility burden and energy insecurity among low- and moderate-income (LMI) state of Florida residents. The report will examine and uncover the root causes and systemic drivers of utility burden and energy insecurity in Florida.

A. The report must include:

1. Geography & Demography of LMI Energy Burden

- a. Spatial distribution of LMI/energy burdened households across the 67 Florida counties by zip code, Florida legislative and congressional districts, and if possible, by census tract, with contextual data about the following:
 - ownership status (owner-occupied, rental units, land-lease, etc.);
 - single family vs multi-family units;
 - housing characteristics to include, at a minimum: age/vintage, type (i.e. attached/detached, manufactured housing, single/multi-family, etc.);
 - descriptive household information (e.g., ethnicity, household income, households with children, households with older adults, households with children and older adults with health issues (respiratory-related));
 - publicly owned and/or subsidized units;
- b. Average residential electricity and/or natural gas consumption by month per zip code; and
- c. Average residential electricity and/or natural gas bill amounts by month per zip code.

2. Energy Efficiency (EE) Program Design Elements

- a. EE performance from existing programs/efforts (e.g., WAP, LIHEAP, EECBG), including:
 - number of units serve;
 - measures installed,
 - cost of installed measures,
 - return on investment based on total life cycle cost (applicants may use a 15- or 30-year model to measure return on investment since mortgages are structured on these timeframes),
 - available incentives,
 - energy reduction potential,
 - bill savings potential, and
 - cost per kWh, by household - by unit & occupancy type.
- b. EE performance from other existing programs/efforts by utilities across the state; and
- c. Regionally relevant EE performance information from other studies and cases.

3. Transportation

- a. Identification of the barriers to access for LMI communities to alternative fuel and alternative vehicles;
- b. An evaluation of the used EV market including projections of future availability in this market space;
- c. Identification of the economic impacts of those transportation barriers;
- d. Identification of health impacts that geographically correlate with current transportation practices and traffic patterns (i.e. instances of asthma near bus diesel routes);

- e. Identify and analyze energy equity/burden relative to geographic location of Transit Oriented Development (TOD) projects/infrastructure. The analysis must include if energy equity/burden issues can be mitigated via a whole-of-government approach as well as the value; and
- f. Identify and analyze the correlation between energy equity and proximity to work, school, grocery stores, etc., including what mobility and mobility sources to access employment, schools and other basic needs contribute to greenhouse gas emissions and economic burden.

4. Environmental Justice

- a. Identification of the location of environmental hazards and the demographics of the populations exposed within 25 miles.

B. In addition, the final report must include an analysis of the following:

1. access to an energy equity rating system;
2. energy benchmarking for LMI multifamily units;
3. statewide analysis of performance of the energy building code for multifamily buildings;
4. information on utility meter configurations (e.g. individually metered v. master metered electricity bills);
5. a landscape assessment based upon data and mapping resources, specifically developed for this study/report, that highlight the nexus between energy burden and health related issues including overall health and public health costs;
6. produce a GIS map overlay of heat islands within low-income communities in the state (must include all associated shapefiles);
7. a map overlay of jurisdictions, such as utility territories and local government jurisdictions, with the population locations that have been served by previous energy efficiency programs;
8. consultation and dissemination of findings with key stakeholders in healthcare, energy, housing, and low-income advocacy to establish a shared understanding and common language that will increase collaboration to develop effective strategies to address these linked issues;
9. evaluate the feasibility of revenue sharing models where tenants/renters are elevated within the Owner/Tenant relationship to a position of partial equity and how government can be used to facilitate/incentivize this model; and
10. evaluate the impacts of development codes as they relate to utility and transportation infrastructure.

All data gathered for this report must be submitted upon completion of the report.

The final report must also include best practices as well as policy and program recommendations for the state to consider when addressing energy burden. In addition, the final report must evaluate what a whole-of-government approach to addressing energy equity could practically look like by answering the following and other similar questions: What current and future programing can be utilized/modified to deliver financial products or favorable economic tools for affordable housing developers (for profit, not for profit, etc.) to address energy equity issues within their developments.

SECTION 3. SPECIAL INSTRUCTIONS TO RESPONDENTS

A. CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these fixed dates/times, an addendum will be issued. All listed times are Eastern Time (ET) in Tallahassee, Florida, unless otherwise specified herein.

DATE	TIME	ACTIVITY	LOCATION
June 15, 2021	---	RFP Advertised	Vendor Bid System
June 30, 2021	5:00 PM	Submission Deadline for Vendor Written Questions. No questions shall be accepted after this date.	FDACS Purchasing Office Bids@FDACS.gov
July 07, 2021 (Anticipated)	---	FDACS Posts Electronic Written Answers to Vendor Questions	Vendor Bid System
July 21, 2021	5:00 PM	Proposals Due	FDACS Purchasing Office 407 South Calhoun Street SB-8 Mayo Building Tallahassee, FL 32399
July 22, 2021	2:00 PM	Proposals Opening	Teleconference
July 26 - 30, 2021 (Anticipated)	---	Evaluation Phase	---
August 09, 2021 (Anticipated)	72 hrs	Notice of Agency Decision / Intent to Award	Vendor Bid System
August 23, 2021	---	Anticipated Contract Start Date	

FDACS shall utilize the State of Florida, Vendor Bid System as the single resource for all Request for Proposals, Public Notice information in accordance with 28-102.001, Florida Administrative Code (F.A.C.) These dates and times are subject to change. Any updates to this Calendar of Events will be published on the VBS.

B. CONFLICTS AND ORDER(S) OF PRECEDENCE

All Proposals are subject to the terms of the following provisions of this RFP, which in case of conflict shall have the following order of precedence:

- Addenda, in reverse order of issuance
- RFP, including attachments
- [PUR 1000, General Contract Conditions](#)
- [PUR 1001, General Instructions to Respondents](#)

C. ADVERTISEMENT

This RFP is hereby advertised on the State of Florida VBS. To find the RFP or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the FDACS Procurement Officer.

D. GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

Pursuant to Rule 60A-1.002 F.A.C., the General Instructions to Respondents PUR 1001, are incorporated in this RFP by reference:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

There is no need to return this document with the Proposal response.

Any terms and conditions set forth within this FDACS RFP document shall supersede any and all conflicting terms and conditions set forth within the PUR 1001. Specific references to MyFloridaMarketPlace (MFMP) usage for this RFP stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents are not applicable.

E. QUESTIONS

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact of official meetings, questions, and all procurement related matters concerning this solicitation from the date of the release of the solicitation until the FDACS Notice of Agency Decision is posted on the VBS.

Questions must be submitted in writing, via email, to the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be published on the VBS on or about the date referenced in the Timeline. The VBS is located at: <http://www.myflorida.com/apps/vbs>.

F. ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this procurement during the solicitation period, information will be posted on the VBS (<http://www.myflorida.com/apps/vbs>) as a written addenda. Any addenda issued in relation to this solicitation shall thereby become part of the final Proposal specifications and requirements.

Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.

G. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Each vendor desiring to sell commodities or contractual services to the State as defined in Section 287.012, Florida Statute (F.S.), is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.033(3) F.A.C. Information about the registration process is available,

and registration may be completed, at the MFMP Vendor Information Portal website:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 81121505 Economic Development Consultancy
- 81131501 Factor Analysis
- 93141510 Social Structure Studies or Related Services
- 93141610 Demographic Studies

H. VENDOR SUBSTITUTE W-9

The Florida Department of Financial Services (DFS) requires all Respondents that conduct business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS may assist respondents with questions related to the substitute W9 process and can be reached by contacting (850) 413-5519, or FLW9@myfloridacfo.com.

The awarded Vendor must have a valid W-9 on file with the DFS prior to issuance of a contract. This may be completed by the Vendor post-award and is not something which FDACS will consider in determining the responsiveness of a Proposal.

I. SUBMISSION DEADLINE

PROPOSAL DUE DATE AND TIME: July 21, 2021 @ 5:00 P.M. (ET)

Respondents should address/label their submission to:

**RFP OOE 20 21 98 - A Study of Energy Equity within Florida
Florida Department of Agriculture and Consumer Services
407 South Calhoun Street – Mayo Building, Room SB-8
Tallahassee, Florida 32399-0800**

Proposals shall be sealed upon submission and include all mandatory forms, attachments, qualifications / additional submittal requirements.

J. PUBLIC OPENING

The Public Opening date will be on July 22, 2021 at 2:00 P.M. ET. The location of the RFP sealed response opening is the Florida Department of Agriculture and Consumer Services, Bureau of General Services, 407 S. Calhoun Street, Mayo Building, Room SB-8, Tallahassee, Florida 32399-0800.

THE PUBLIC OPENING FOR THIS SOLICITATION WILL BE AVAILABLE VIA TELECONFERENCE

Dial-In Teleconference: 1 (888) 585 – 9008

Conference Room Number: 407 – 639 – 217 then # and follow prompts

Residents in the State of Florida who are hearing, sight or speech impaired, please contact Florida Relay at 1 (800) 955 – 8771 or via <https://www.ftri.org/relay> for assistance.

Proposals received by the Department after the RFP opening time and date will be rejected as untimely and will not be opened. Offers from vendors listed on the Department's posted award notice are the only offers received timely in accordance with the Department's RFP opening time and date. Proposals may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Mayo Building; however, vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time.

K. COST OF PROPOSAL PREPARATION

Neither the Department, nor the state of Florida, is liable for any costs incurred by a Vendor in response to this RFP.

SECTION 4. REQUEST FOR PROPOSAL PROCESS

A. PROPOSAL FORMAT

Respondents must submit one (1) original, and three (3) duplicate copies of the Proposal and all required attachments when responding to this RFP for a total of four (4) hard copy binders/booklets. Each hardcopy must include a CD, DVD-ROM or USB flash drive in a.pdf file format, for a total of four (4) digital copies.

Sequentially number all pages and organize as indicated below. Emphasis of each Proposal must be on completeness and clarity of content. In order to expedite the evaluation process, it is essential that Respondents follow the format and instructions contained herein. The RFP response package must include all requested forms and information. Each section should be segregated by index TAB(s) or folders labeled as such, which will include either mandatory response forms or material for weighted criteria to be scored by the appointed evaluation team. Failure to provide all requested information may result in disqualification of the vendor Reply, or a zero-point score for that section.

The proposal must be complete and should bound by a three-ring or spiral binder (do not bind with staples, paper clips, binder clips, rubber bands, file folders or envelopes). Sequentially number all pages and organize as indicated below. All pages of the proposal should be no larger than 8 ½" by 11" in size. Emphasis of each proposal must be on completeness and clarity of content. Respondent's response package should clearly identify each area, as listed below, with an index tab or other type of identification.

TAB A – FDACS RFP Response Form (No points awarded for Tab A)

Each vendor submitting a response to this RFP must provide a completed Acknowledgement Form (**ATTACHMENT A**). This form shall be complete with all information and signature of an official of the Respondent who is legally authorized to contract for the Vendor. The signed original of this form must be included in the original proposal package.

TAB B – Statement of Qualifications (30 points maximum)

1. The Respondent shall provide a detailed narrative of their qualifications that documents, demonstrates and represents their organization's ability to carry out the required services. (15 points)

2. Provide the background and experience of the personnel that will be assigned to this contract, include their roles and responsibilities. Provide the roles and responsibilities of any subcontractors that will be assigned to this contract. (15 points)

TAB C –Relevant Experience (10 points maximum)

The Respondent shall provide a detailed narrative of prior relevant experience conducting similar research projects and production of final report(s), which includes best management practices and program recommendations. This narrative must include at a minimum, two (2) projects performed of a similar size and scope completed within the last five (5) years.

The Respondent shall provide names, addresses, phone numbers and email contacts of the two (2) customers for whom the Respondents have identified in this narrative on the REFERENCES/PAST PERFORMANCE form (**ATTACHMENT B**). The Department reserves the right to contact each customer reference to verify the information provided and validate the performance of the Respondent.

References must be current or former clients of the Respondent. The Department will not accept subcontractor/proposed personnel or personal references of a member of the Respondent as a substitute for customer references. Past performance with the Department will constitute a reference, whether listed or not, and will be used by the Department to determine the respondent's ability to perform services similar to those described in this RFP in a satisfactory manner. Unsatisfactory past performance with the Department will result in rejection of that RFP.

TAB D – Plans and Procedures (40 points maximum)

Respondent shall provide a comprehensive and detailed response plan which shall include how the following components will be addressed:

1. Geography & Demography of LMI Energy Burden (10 points maximum)
2. Energy Efficiency (EE) Program Design Elements (10 points maximum)
3. Transportation (10 points maximum)
4. Environmental Justice (10 points maximum)

The response plan must include a proposed timeline of completion for each task/deliverable. Dates should be formatted in number of months after contract start date. After submission of Task 2, Draft Study of Energy Equity Report, the Department shall have a 30 day review period prior to sending back to contractor to incorporate revisions and submit Task 3, Final Energy Equity Report.

Deliverable	Minimum Performance Requirement	Deliverable Due
TASK 1 Data Collection	Submission of raw data collected in accordance with the Scope of Work.	XX Months after contract start date
TASK 2 Draft Study of Energy Equity Report	Submission of draft study equity report.	XX Months after completion of Task 2.
TASK 3 Final Energy Equity Report	Submission of revised study equity report which correctly incorporates the DEPARTMENTS edits and comments.	One month or 30 days after receiving final comments from the Department.

Please note that the term of this agreement will be for nine (9) months.

TAB E – Pricing (20 points maximum)

Respondents shall provide a total price to include any and all costs associated with the Energy Equity Study Within Florida proposal (**PRICE SHEET- ATTACHMENT C**). Respondents should provide a percentage for each task/deliverable to equal one Grand Total Price Firm Fixed Price. The rates provided for each task/deliverable shall include the cost of all things necessary to accomplish the services outlined in each task/deliverable as specified in this RFP and the Vendor's response, including but not limited to MyFloridaMarketPlace transactions fee, miscellaneous expenses, travel, labor, insurance, and the application of all multiples (i.e. overhead, fringe benefits, etc.). Failure by the Vendor to provide a price on ATTACHMENT C will result in the Proposal being deemed non-responsive. The Department will not accept any other costs not included in the price sheet.

TAB F – Subcontractors (No points will be awarded for TAB F)

In order to warrant that only qualified and competent subcontractors will be employed on the project, the contractor shall submit to the Department a list of subcontractors who will perform work. Subcontractors include facilities used for final disposal of collected pesticides and other materials. The contractor shall have determined, to his own complete satisfaction, that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time and is qualified both technically and financially to perform the phase of this work for which he is listed.

Any subcontractor(s) not listed and approved in the award of this bid will not be allowed to proceed with any work related to this project. The Department shall have the right to examine the technical qualifications of any subcontractor and to request additional documentation of a subcontractor's technical and financial qualifications. Any subcontractor(s) proposed after the start of this project must be submitted in writing to the Department for approval. Work by the proposed subcontractor must not commence until the Department has given approval. The Department shall have the right to prohibit the use of any subcontractor that in its own discretion does not satisfactorily meet the business experience, technical or financial qualifications necessary to perform this work. The LIST OF SUBCONTRACTORS (**ATTACHMENT D**) form must be completed and included in each RFP package, if applicable.

TAB G – Florida Preference Certifications (No points awarded for Tab G)

1. **CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (ATTACHMENT E)**
To be considered for the drug-free workplace program preference, Respondent must provide certification that it has implemented a drug-free workplace program in accordance with 287.087.F.S. Submission of **ATTACHMENT E** not required but is recommended.
2. **CERTIFIED MINORITY BUSINESS ENTERPRISE**
Pursuant to Section 287.57(11) F.S., if two equal RFPs are received and one RFP is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Failure to submit proof of certification will result in non-application of the preference.
3. **FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE**
Pursuant to Section 295.187(4), Florida Statutes, a state agency, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), Florida Statutes, shall accompany the RFP. Failure to submit

proof of certification will result in non-application of the preference.

4. PREFERENCE TO FLORIDA BUSINESSES

Pursuant to section 287.084(2), a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

TAB H – Mandatory Certifications (No points awarded for Tab H)

1. CONFLICT OF INTEREST

Section 287.057(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.”

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent or employee of the Respondent. Officers, agents or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Respondent shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this RFP. Any person submitting a Proposal in response to this RFP shall be required to complete the Conflict of Interest Statement the (CONFLICT OF INTEREST STATEMENT) form (**ATTACHMENT F**) with all information and signature of an official of proposing firm who is legally authorized to contract for the firm. The signed original of this form must be attached to the original Proposal package.

2. SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

In order for your Proposal to be considered responsive, CERTIFICATION REGARDING SCRUTINIZED COMPANIES form (**ATTACHMENT G**), must be completed and included in

your Proposal package. The Department may immediately terminate any contract, as a result of this Proposal, for cause if the contractor is found to have submitted a false certification.

3. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

B. ADMINISTRATIVE REVIEW

Proposals will first be reviewed to see if they conform to all mandatory requirements. Proposals that do not conform to the requirements, or contain material deviations from the specifications, will be rejected as non-responsive and not further reviewed. An appointed evaluation committee will utilize a point system to score each responsive proposal submitted. Available points for each of the evaluation criteria are specified herein.

As the best interest of the state shall require, FDACS reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Contractors are cautioned to make no assumptions unless their response has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. FDACS reserves the right to award, or not award, contract(s) based on the availability of funds.

The Department is not liable for any costs incurred by a Respondent in preparing a proposal, site visits or attending any demonstration/presentations.

C. EVALUATION PROCEDURE

The evaluation committee members shall perform the evaluation in accordance with the evaluation criteria listed in EVALUATION PROCEDURE.

The evaluation committee shall utilize a point system to rank proposals based on their written technical and price point score. Available points for each of the written technical and price point score evaluation criteria are:

WRITTEN TECHNICAL AND PRICE SCORING (100 points maximum)

0-30	(Tab B) Statement of Qualifications and Experience
0-10	(Tab C) Past Performance/References
0-40	(Tab D) Plans and Procedures
0-20	(Tab E) *Pricing

***The GRAND TOTAL firm fixed price points will be calculated based on the following formula: $(M \times L) / A = P$**

M = Maximum Points Available for the Price Proposal
L = Lowest Responsive Price Proposal
A = Actual Vendor Price Proposal
P = Points Awarded

D. CONTRACT AWARD

The Department intends to award a Contract to the responsive and responsible Vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price, and other criteria set forth in this Request for Proposal.

E. PUBLIC RECORDS

Any and all documents submitted in response to this RFP shall be considered public record pursuant to Chapter 119, Florida Statutes.

Any Proposal content submitted to Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

An entire page or paragraph in which such information appears must not be marked "EXEMPT", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends. It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

The FDACS takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide Department with a separate "**Redacted Copy**" of its Proposal on a CD, DVD-ROM or USB flash drive, at the time of Proposal submission.

This Redacted Copy should contain FDAC's solicitation name, number, and the name of the Responding Vendor on the cover and should be clearly titled "**Redacted Copy**." The Redacted Copy must be provided to the Department at the same time the Vendor submits its Proposal and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS PROPOSAL AS DESCRIBED HEREIN, THE FDCAS IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR IN ANSWER TO A PUBLIC RECORDS REQUEST.

THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

F. DISQUALIFICATION OF RESPONDENTS

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

If there is reason to believe that collusion exists among the Respondents, any or all proposals will be

rejected. No participants in such collusion will be considered in future proposals for the same work. Falsifications of any entry made on the Respondent's offer will be deemed a material irregularity and will be grounds for rejection.

G. REJECTION OF PROPOSALS

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

H. INTERPRETATIONS / DISPUTES

Any person, who is adversely affected by the RFP specifications, addenda, agency's decision or intended decision, shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals or replies, awarding contracts, reserving rights or further negotiation or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

I. LESS THAN TWO RESPONSIVE REPLIES

In the event that FDACS receives less than two (2) Responsive Replies, the Department reserves the right to negotiate the best terms and conditions with the single Responsive Vendor pursuant to 287.057 (5) F.S.

J. VERBAL INSTRUCTION PROCEDURE / DISCUSSIONS

The Respondent shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any state employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the state. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee, or representative of the Department, involving cost or price information, occurring prior to posting of the Notice of Agency Decision, may result in rejection of said Respondent's response.

SECTION 5. SPECIAL CONDITIONS

A. CONTRACT DOCUMENT

The interpretation and performance of this contract, and all transactions under it, shall be governed by the laws of the state of Florida. The contract documents shall include all terms and conditions of the RFP specifications, any addenda, proposal and Departmental contract issued as a result of this RFP.

A draft Florida Department of Agriculture and Consumer Services Contractual Services Agreement is provided as **ATTACHMENT I**. By submission of a response, Vendors agree to the State of Florida

contract conditions in their entirety. In the case of conflict between the PUR1000 General Contract Conditions and the Florida Department of Agriculture and Consumer Services Contractual Service Agreement, the Florida Department of Agriculture and Consumer Services Contractual Service Agreement shall prevail.

This document does not need to be returned with your Proposal. Respondents must not submit additions, objections, or modifications to the draft Department of Agriculture Contractual Service Agreement or PUR1000 General Contract Conditions with their Proposal submission.

B. CONTRACT PERIOD

The anticipated contract period for the project will be nine (9) months from the contract execution date.

C. RENEWAL

This contract may be renewed by mutual agreement on a yearly basis for a period of up to three (3) years after the initial contract at the same prices, terms and conditions, contingent upon satisfactory performance by the Contractor.

D. INSURANCE REQUIREMENTS

The contractor will be in compliance with 62.730.170 F.A.C. throughout the contract period. The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance, and the owner has approved such insurance. Nor shall the contractor allow any independent/subcontractor to commence work on his subcontract until all similar insurance required of the independent/subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Agent.

E. COMPLIANCE WITH LAWS

The contractor 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 this Agreement. By way of further non-exhaustive example, the contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection 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 termination.

This contract is funded through the State Energy Program (SEP) authorized under the Energy Policy and Conservation Act, as amended (42 U.S.C. 6321 et seq.). All awards made under the program shall comply with applicable laws including, but not limited to, the SEP statutory authority, 10 CFR 420 and 2 CFR, Part 200 as amended.

F. COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to Section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

G. PUBLIC ENTITY CRIMES

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

H. DISCRIMINATORY VENDOR LIST

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

SECTION 6. ATTACHMENT LIST

ATTACHMENT A	ACKNOWLEDGEMENT FORM
ATTACHMENT B	REFERENCES / PAST PERFORMANCE
ATTACHMENT C	PRICE SHEET
ATTACHMENT D	SUBCONTRACTOR LIST
ATTACHMENT E	DRUG FREE WORKPLACE
ATTACHMENT F	CONFLICT OF INTEREST STATEMENT
ATTACHMENT G	CERTIFICATION REGARDING SCRUTINIZED COMPANIES
ATTACHMENT H	CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS LOBBYING
ATTACHMENT I	FDACS CONTRACTUAL SERVICES AGREEMENT DRAFT

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


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

No negotiations, decisions or actions shall be initiated or executed by the respondent as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from the Department's purchasing office, may be considered as a duly authorized expression on

behalf of the purchaser. Also, only communications from the respondents, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the respondent.

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

ATTACHMENT A ACKNOWLEDGEMENT FORM

	<h2 style="margin: 0;">FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES REQUEST FOR PROPOSAL</h2>
Agency Release Date: June 15, 2021	SUBMIT RESPONSE TO: Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800
FDACS RFP Number: RFP OOE 20 21 98	
Proposal Due: July 21, 2021 @ 5:00 PM ET	A STUDY OF ENERGY EQUITY WITHIN FLORIDA
Sealed Proposal Opening Date and Time: July 22, 2021 @ 2:00 PM ET	
**RESPONDENT (VENDOR/CONTRACTOR) NAME:	
<small>**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)</small>	
<u>Respondent Mailing Address:</u>	*Authorized Signature (Manual)
City, State, Zip:	
Phone Number:	*Typed Name and Title of Authorized Agent
Toll Free Number:	<small>*This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they agree to and shall comply with all bid specifications, terms and conditions contained herein.</small>
Fax Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
RESPONDENT CONTACTS: <small>Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.</small>	
PRIMARY CONTACT:	SECONDARY CONTACT:
Contact Name, Title:	Contact Name, Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:

ATTACHMENT B



Florida Department of Agriculture and Consumer Services
Bureau of General Services

REFERENCES/PAST PERFORMANCE

NICOLE "NIKKI" FRIED
COMMISSIONER

As per the requirements of Tab C – Relevant Experience, each Respondent is required to submit the names, address, phone number and email of two (2) customer references. A detailed narrative of similar research projects and production of final reports shall also be provided as specified in the RFP.

1. CLIENT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____ EMAIL: _____

2. CLIENT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____ EMAIL: _____

ATTACHMENT C

PRICE SHEET

REQUEST FOR PROPOSAL

OOE 20 21 98

A STUDY OF ENERGY EQUITY WITHIN FLORIDA

No.	Task/Activity Description	Deliverables/ Outputs	Task Fee	% of Total Award Released
1	Data Collection	Task 1, Data Collection, will be satisfied by the submission of raw data collected, in accordance with the Scope of Work.	\$	30%
2	Draft Study of Energy Equity Report	Task 2, Draft Study of Energy Equity Report, will be satisfied by submittal of Draft Report.	\$	30%
3	Final Energy Equity Report	Task 3, Final Study of Energy Equity, will be satisfied upon re-submittal of Draft Report (Task 2) with the Department's edits and comments incorporated.	\$	40%

GRAND TOTAL FIRM FIXED PRICE \$ _____

By affixing signature to this PRICE SHEET, respondent agrees to honor the price(s) listed above and acknowledges receipt of addendums (if applicable) which are incorporated with this Request for Proposal.

RESPONDENT NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____ **CITY:** _____

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

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

ATTACHMENT D



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

LIST OF SUBCONTRACTORS

Listed below are the names, addresses and telephone numbers of any/all subcontractors that will perform work related to the scope of work.

NAME/COMPANY: _____

TYPE OF WORK PERFORMED: _____

MAILING ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

NAME/COMPANY: _____

TYPE OF WORK PERFORMED: _____

MAILING ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

NAME/COMPANY: _____

TYPE OF WORK PERFORMED: _____

MAILING ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____



ATTACHMENT E

Florida Department of Agriculture and Consumer Services
Bureau of General Services

NICOLE "NIKKI" FRIED
COMMISSIONER

DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION

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

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

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

VENDOR'S SIGNATURE



ATTACHMENT F

Florida Department of Agriculture and Consumer Services
Bureau of General Services

NICOLE "NIKKI" FRIED
COMMISSIONER

CONFLICT OF INTEREST STATEMENT

I, _____, as an authorized representative of _____
_____, certify
that no member of this firm, nor any person having interest in this firm, have been awarded a
contract by the Florida Department of Agriculture and Consumer Services on a non-competitive
basis to:

- (1) Develop this Request for Proposal (RFP);
- (2) Perform a feasibility study concerning the scope of work contained in this
RFP; or
- (3) Develop a program similar to what is contained in this RFP.

Signature of Authorized Representative

Date

Print Name

Proposal Number



ATTACHMENT G

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

NICOLE "NIKKI" FRIED
COMMISSIONER

Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel

I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on the Scrutinized Companies that Boycott Israel list or
2. Does not participate or engage in a boycott of Israel.

The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:

Certification Regarding Scrutinized Companies List And Business Operations in Cuba/Syria

I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Florida Laws Chapter 2018-52 (revising Section 287.135, Florida Statutes) and Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and
2. Does not have business operations in Cuba or Syria.

The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting for goods or services over \$1,000,000, with companies on either List or that are engaged in business operations in Cuba or Syria, and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:

ATTACHMENT H



Florida Department of Agriculture and Consumer Services
Division of Administration

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

NICOLE "NIKKI" FRIED
COMMISSIONER

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 01/21

ATTACHMENT I



Florida Department of Agriculture and Consumer Services Division of Administration

CONTRACTUAL SERVICES AGREEMENT

**NICOLE "NIKKI" FRIED
COMMISSIONER**

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

This AGREEMENT shall be comprised of the following documents, attachments and any subsequent amendments to this AGREEMENT. These documents, attachments, addenda and amendments shall govern the services provided by the CONTRACTOR and are hereby incorporated in, and are made a part of, this AGREEMENT. The order of precedence is indicated below, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this AGREEMENT:

- Exhibit A: Scope of Work
- DEPARTMENT Request for Proposal OOE 20 21 98, A Study of Energy Equity Within Florida
- Exhibit B: CONTRACTOR Proposal

ARTICLE 1: TERM

1.1 Contract Period: _____.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual

services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The CONTRACTOR agrees to provide the services as specified in the Request for Proposal (RFP) OOE 20 21 98, A Study of Energy Equity Within Florida, hereby incorporated into and made a part of this AGREEMENT; Scope of Work (Exhibit A) and CONTRACTOR Proposal (Exhibit B).

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 81121505

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

Deliverable	Minimum Performance Requirement	Deliverable Due
TASK 1 Data Collection	Submission of raw data collected in accordance with the Exhibit A Scope of Work.	XX Days after contract start date.
TASK 2 Draft Study of Energy Equity Report	Submission of draft study equity report.	XX Days after completion of Task 2.
TASK 3 Final Energy Equity Report	Submission of revised study equity report which correctly incorporates the DEPARTMENTS edits and comments.	TBD

2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The CONTRACTOR shall perform all deliverables as Specified in

Attachment A, Statement of Work. Failure to submit a completed Deliverable to the Department for review by the agreed upon due date will result in the DEPARTMENT reducing payment for the deliverable by 5%.

2.5 Department Services. The DEPARTMENT agrees to provide the following services: This section is not applicable.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the CONTRACTOR as follows:

3.1.1	Task 1 Data Collection	= \$	_____
	Task 2 Draft Report	= \$	_____
	Task 3 Final Report	= \$	_____

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

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.

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

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

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

- 3.4 Transaction Fee. CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and CONTRACTOR shall participate in mandatory binding arbitration.
- 3.5.1 Pursuant to Section 215.422(5), Florida Statutes the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.
- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- 4.5 The CONTRACTOR shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of CONTRACTOR's products or DEPARTMENT's operation or use of CONTRACTOR's product in a manner not contemplated by the AGREEMENT. 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 at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the CONTRACTOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.
- 4.6 The CONTRACTOR's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the CONTRACTOR's sole expense, and (3) assistance in defending the action at the CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS AND COVENANTS

- 5.1 CONTRACTOR expressly acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1)

and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

- 5.2 CONTRACTOR expressly acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 CONTRACTOR expressly acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.4 CONTRACTOR expressly acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or

consultant under contract with any public entity, and may not transact business with any public entity.

- 5.5 CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 1324a of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. CONTRACTOR avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.6 CONTRACTOR hereby represents and warrants that it shall not discriminate on the basis of race, sex, gender identify, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.7 CONTRACTOR hereby represents and warrants that it shall comply with Section 20.055, Florida Statutes.
- 5.8 By executing this AGREEMENT, CONTRACTOR hereby represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the CONTRACTOR to civil penalties, attorney's fees, and other penalties and consequences provided for in Statute.
- 5.9 By executing this AGREEMENT, CONTRACTOR hereby represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the CONTRACTOR knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified through the

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that CONTRACTOR meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. CONTRACTOR must:
- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the CONTRACTOR does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR or keep and maintain public records required by the DEPARTMENT to perform the service. If the CONTRACTOR transfers all public records to the DEPARTMENT upon completion or termination of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion or termination of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.
- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public

access to all documents, papers, letters or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

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

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the CONTRACTOR, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the CONTRACTOR to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i)

temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse CONTRACTOR for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The CONTRACTOR shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of CONTRACTOR and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 8: GENERAL PROVISIONS

8.1 Independent Contractor. The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

8.1.1 The CONTRACTOR shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

8.2 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 DEPARTMENT, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the CONTRACTOR, its agent, 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 DEPARTMENT.

8.2.1 The CONTRACTOR'S obligations under this paragraph with respect to any legal action are contingent upon the DEPARTMENT 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 DEPARTMENT in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

8.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the DEPARTMENT or any third party.

8.3.1 The CONTRACTOR shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

8.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

8.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

8.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

8.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

8.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

8.9 Compliance. CONTRACTOR shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

8.10 Administration of AGREEMENT.

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

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

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

CONTRACTOR

Signature

Signature

Director of Administration
Title

Title

Date

Date