



**FLORIDA DEPARTMENT OF REVENUE
REQUEST FOR PROPOSAL
CONTRACTUAL SERVICES – ACKNOWLEDGEMENT FORM**

Page <u>1</u> of <u>132</u> pages	SUBMIT PROPOSAL TO: Department of Revenue Procurement Office, 2450 Shumard Oak Boulevard Building 2-1600 Tallahassee, Florida 32399-0100
AGENCY RELEASE DATE: December 5, 2014	SOLICITATION TITLE: Collection Services
SOLICITATION NO: RFP # 14/15-07	
PROPOSALS WILL BE OPENED: January 16, 2015 @ 3:00 pm and may not be withdrawn within <u>90</u> days after such date and time.	
VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
T. FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	<hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.	
RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail 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.	
PRIMARY CONTACT:	SECONDARY CONTACT:
NAME, TITLE:	NAME, TITLE:
ADDRESS:	ADDRESS:
PHONE NUMBER:	PHONE NUMBER:
FAX NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	EMAIL ADDRESS:

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (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.** **NOTE: Not applicable for the Department of Revenue at this time.**
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.

NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract Information for additional information.
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
8. **Discriminatory Vendors.** An entity or affiliate place on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- Submit a bid on a contract to provide an 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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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). **NOTE: This section is superseded by a condition in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide

tabulations or notices of award by telephone. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**

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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**
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 requires 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." **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule, and Constraints for additional information.**

21. **Limitation of 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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 2: Introduction for additional information.**

(PUR 1001 – 60A-1.002(7), F.A.C – R.10/06)

PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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) 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.
 - (d) 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.
 - (e) 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.

- (f) 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.
 - (g) 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. **This clause is superseded by a condition(s) in the RFP; refer to Section 6: Scope of Work/Services for additional information.**
 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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule and Constraints for additional information.**

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 Protection.** 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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract Information for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract Information for additional information.**
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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract for additional information.**
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>. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule and Constraints.**
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>. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 3: Procurement Process, Schedule and Constraints.**

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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract Information.**

46. **Execution of 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. **NOTE: This clause is superseded by a condition(s) in the RFP; refer to Section 5: Standard Contract Information.**

48. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C – R.10/06)

IMPORTANT NOTICE TO VENDORS

The Florida Department of Revenue (FDOR) utilizes the Florida Department of Management Services' (FDMS) "Vendor Bid System" (VBS) to post and update procurement documents.

It is the sole responsibility of potential Vendors to monitor the VBS for any addenda or notices issued relating to this procurement. The URL for the VBS site is:

[http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)

The Department is not liable for any addendum or other information not received by the Vendor due to the Vendor's failure to monitor the Vendor Bid System (VBS).

Section 3.2: Procurement Schedule, of this RFP may be used as a guideline for upcoming postings to the Vendor Bid System.

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Section 1: DEFINITIONS

Account/Taxpayer	An individual, partnership, corporation or any other legal entity obligated to file tax returns and/or pay taxes and/or fees administered by the Florida Department of Revenue.
Best Value	The best overall value to the State based on objective factors that include, but are not limited to, price, quality, design and workmanship.
Breach of Contract	The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this Request for Proposal.
Business Days	A day which is not a Saturday, Sunday or Federal or State of Florida holiday.
Business Partner Number (BPN or BP#)	A unique identification number assigned by the Department to an individual, partnership, corporation or any other legal entity (taxpayer) that is obligated to file tax returns and/or pay taxes and/or fees administered by the Florida Department of Revenue.
Call Center	Work unit located in Tallahassee, which handles inbound calls and correspondence for initial billing and delinquency notices, and conducts outbound collection calls prior to enforcement activities.
Collection Agency Referral Unit (CARU)	Unit that assists the contractor in administrating the contract.
Contract	The agreement which may result from this Request for Proposal between the selected vendor and the Department.
Contractor	The organization or individual providing commodities and/or services to the Department in accordance with the terms and conditions of the Contract which may result from this Request for Proposal. The term Contractor shall include all employees, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
CMBE	Certified Minority Business Enterprise.
Compromise	A compromise is the reduction of tax, penalty, interest or fees based on the statutory authority referenced in s.213.21, F.S.
Correction	A correction is the adjustment of the tax, penalty or interest based on information provided by a taxpayer or to correct DOR processing errors. A correction is not a compromise.
Day	Unless specified otherwise, "day" shall be interpreted to mean calendar day not working day.
Department	Florida Department of Revenue referred to in this RFP as "Department" or "FDOR".

DFS	The Florida Department of Financial Services.
DMS	The Florida Department of Management Services.
EFT	Electronic Funds Transfer.
FEIN	Federal Employer Identification Number.
FFP	Firm Fixed Price.
Field Collections/Operations	The Department's offices located in various cities within the state responsible for collection and enforcement activities.
GTA	General Tax Administration Program of the Florida Department of Revenue.
IRS	Internal Revenue Service.
IT	Information Technology.
MBE	Minority Business Enterprise.
Minor Irregularity	Variations from the Request for Proposal terms and conditions which do not affect the price of the Proposal or give the vendor an advantage or benefit not enjoyed by the other vendors or do not adversely impact the interests of the State.
Module or debt	<p>A dollar amount and/or tax return/report owed for a specific tax for a specific reporting period. Any individual taxpayer account may consist of one or more modules for one or more tax types. Modules are categorized as follows:</p> <p>Bill (Notice of Amount Due - NOAD): A bill, also known as a deficiency (module), is generated from the actual figures that are provided on a taxpayer's tax return/report. A NOAD is issued by the Department whenever a tax return is filed late, contains mathematical errors, or is otherwise incorrect or incomplete. In some cases, the NOAD may result in a collection, compromise or correction whereby no liability is due.</p> <p>Delinquency (DEL or DLQ): A module that is created when the taxpayer has not filed their tax return/report for a particular tax period for which they are obligated. A delinquent module can be assigned an estimated dollar value which is based upon the average dollar value of tax returns/reports previously filed; or the delinquent module's value can be based upon estimated figures for the taxpayer's particular type of business. In some cases no tax will be due but the taxpayer is still required to file a zero "0" tax return/report. In cases where no tax is due the taxpayer may or may not be subject to a late filing penalty. This penalty can vary in amount based on the type of tax. In some cases delinquencies and returns are not due if the business is no</p>

	<p>longer in operation.</p> <p>Warrant/Lien (WNT): A warrant (WNT), also known as a tax lien, is filed with local Clerks of the Court where the taxpayer may have assets. In addition a judgment lien is filed with the Florida Department of State. These liens are filed when a taxpayer fails to resolve their outstanding bill(s) (NOAD) and/or delinquencies (DEL). The WNT is assigned a unique warrant number. This number will identify which individual modules are included in a particular warrant. A warrant can consist of one or many modules, and include bills and/or delinquencies. Tax liens resulting in no liability due are withdrawn from the local Clerks of Court and the Florida Department of State.</p>
Notice of Final Assessment (NOFA)	A document notifying a taxpayer of impending collection activities with respect to a debt due to state, and establishing protest and appeal rights and their deadlines.
P-Card	State of Florida's purchasing card program, using the Visa platform.
.pdf	Portable Document Format.
Proposal	A competitive sealed response to this RFP.
Responsive Proposal	A Proposal submitted by a responsive vendor that conforms in all material respects to the solicitation.
SOW	Statement of Work.
Stipulated Payment Agreement	Payment agreement between the Department and a taxpayer to resolve outstanding liabilities.
Subcontractor	Any person other than an employee of the Contractor who performs any of the services listed in this RFP for compensation. Subcontractors will not be allowed for this contract.
SUNTAX	System for Unified Taxation – the Department's integrated system for taxes and fees administered by the General Tax Administration
Vendor	Any firm, entity or person who submits a Proposal to the Department in response to this RFP. The entity identified as the vendor in the Proposal will be the entity contracted with, should the entity become the successful vendor.
Warrant	A document that is recorded with the Clerk of the Circuit Court (for real property) with the Department of State (for tangible personal property) and represents a civil demand for money and is considered the same as a court judgment. It formally documents and makes public that a particular taxpayer has an outstanding obligation to the State. The warrant recordation date is recognized by sheriffs' offices, title companies and in court proceedings.
Winning or Successful Vendor	The business or entity awarded the Contract under this RFP.

END OF SECTION

Section 2: INTRODUCTION

2.1 PROCUREMENT OFFICER

The Procurement Officer in charge of this solicitation is:

Ed Valla, Management Review Specialist
Purchasing Office
Florida Department of Revenue
2450 Shumard Oak Boulevard
Building 2, Suite 1600
Tallahassee, FL 32399-0109
(850) 617-8132 email: vallae@dor.state.fl.us

2.2 PURPOSE OF RFP

The State of Florida, Department of Revenue (FDOR), General Tax Administration Program, is soliciting Proposals for comprehensive collection services to collect delinquent Florida taxes and/or fees, from business taxpayers as provided for in Section 213.27, Florida Statutes. In addition to delinquent taxes and/or fees, the contractor will also collect delinquent tax returns and reports. The services to be provided will cover all 67 counties in Florida and locations throughout the United States.

2.3 BACKGROUND

The FDOR is the principal tax collecting agency for the State of Florida. The Department administers and collects a variety of state and local taxes and/or fees. **THE STATE OF FLORIDA DOES NOT HAVE A PERSONAL INCOME TAX.**

FDOR employees are located in the central collection office in Tallahassee and various field offices throughout the state performing a variety of collection activities.

This Request for Proposal does not obligate the Department to complete this solicitation. The Department reserves the right to cancel this solicitation or limit the number of deliverables if such action is considered to be in its best interest.

2.4 RESTRICTIONS ON COMMUNICATION

Vendors responding to this solicitation or person acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (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 named above. Violation of this provision may be grounds for rejecting a Proposal.

2.5 PROCUREMENT OVERVIEW

This procurement is released as a "Request for Proposals" (RFP). The Procurement process is described in Section 3. Solicitation related documentation will be available on the Florida Department of Management Services (DMS) Vendor Bid System (VBS) and Vendors are responsible for monitoring the site for new or updated information. Information available on the Vendor Bid System includes but is not limited to the Request for Proposals, amendments, and questions/answers. Accessing the Vendor Bid System is described in Section 3.1.1.

Proposals are to be submitted to FDOR as specified in Section 7. FDOR will review and score the technical proposals, then score the cost proposals submitted by vendors, then score all qualified proposals, then make selections based on the highest cumulative technical and cost points. Any rounding shall be applied to the final score by the round half up method. For example, a score of 655.50 will be rounded up to 656.00, while a score of 655.49 will be rounded down to 655.00. Award and continuation of the contract is contingent upon the availability of funds. In order to be awarded a contract, a vendor must be registered with the Department of Management Services (DMS) via My Florida Market Place, and if required, the Department of State (DOS), Division of Corporations (see section 3.3.11).

Vendors are required to carefully examine this Request for Proposals (RFP) and be thoroughly informed regarding the requirements.

2.6 DEFINITION OF REQUIREMENTS

Within this Request For proposals the use of “shall” or “must” indicates a mandatory requirement or mandatory action. The FDOR may consider failure to meet a mandatory requirement to be a material deficiency, in which case the FDOR may reject the Proposal and not consider it further, or FDOR may have the option to score that requirement with a zero (0).

The use of “should” or “may” indicates a desired requirement. The FDOR will not reject a Proposal just because it fails to meet a desired requirement. However, the FDOR may score a Proposal higher if it demonstrates the Vendor’s intent and ability to meet a desired requirement.

2.7 VENDOR ADMONISHMENTS

To submit a successful Proposal to this Request for proposals, the Vendor must carefully follow all directions in this Request for Proposals:

- Vendors are responsible for monitoring the Vendor Bid System web site for new or updated information related to this Request for proposals. The location of the Vendor Bid System is described in Section 3.1.1.
- Vendors are strongly advised to carefully read the entire Request for Proposals to fully understand the program and RFP requirements before writing and submitting a Proposal.
- Vendors must follow the procurement process described in Section 3.
- Vendors should propose to perform all of the required activities described in Section 6.
- Vendors should submit a Proposal that fully complies with the required organization, format, and contents specified in Section 7. A Proposal should be organized exactly as specified. All mandatory items must be addressed, if not, Vendors risk having their Proposal rejected **OR** zero (0) points assigned.
- Vendors must carefully review the sample Contract included as Attachment N. No alteration of these provisions will be permitted without prior written approval from FDOR. Be advised that many of the provisions of FDOR’s standard contract are required to be in the standard contract pursuant to Florida Statute, provisions of the Florida Administrative Code or judicial opinions; therefore, most requested changes may have to be denied.
- Vendors must submit a Proposal to the required location by the required date and time, as described in Section 3.2. Be aware that the CCOC buildings, where Proposals are

submitted, are secured facilities. Be sure to allow sufficient time to sign in and be escorted when submitting a Proposal. Submitting a Proposal at the last moment risks contending with other Vendors trying to do the same. A Proposal submitted late for any reason will be rejected.

- Vendors are required to ensure that cost-related data is presented separately from the technical Proposal. The cost must be separately packaged and clearly labeled. Proposals that include cost information in the technical Proposal will be rejected.
- Contractors and contractor employees will be required to execute Attachment E: Agreement to Maintain the Security of Confidential Information as specified in Section 5.13.
- Confidential, proprietary, trade secret or other protected information submitted in Vendor Proposals shall be properly and clearly identified and labeled as specified in Section 3.3.14 of this RFP.

2.8 RESERVED RIGHTS

The FDOR reserves the right to:

- Amend this Request For Proposals.
- Waive minor irregularities in submitted Proposals.
- Contract with one or more vendors as a result of this RFP.
- Reject any or all Proposals received in response to this Request For Proposals, if the FDOR determines such action is in the best interests of the State or due to unavailability of funds.
- Request additional information to assess the Vendor's capabilities.
- Contact any past or current customers of the Vendor for references.
- Exercise all, or part, or none of the renewal options.
- Use any idea proposed unless otherwise protected by Florida Statute.

END OF SECTION

Section 3: PROCUREMENT PROCESS, SCHEDULE AND CONSTRAINTS

3.1 PROCUREMENT PROCESS

3.1.1 RFP RELEASE

This Request for Proposals (RFP) is posted on the Vendor Bid System (VBS) web site: http://myflorida.com/apps/vbs/vbs_main_menu. To find the RFP or other related information, enter Agency "Department of Revenue" and click on "initiate Search" at the bottom of the web page. If unable to download the document(s), contact the FDOR Procurement Officer identified in Section 2.1.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires 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 120, Florida Statutes."

3.1.2 ADDENDA

FDOR reserves the right to amend this RFP. All addenda will be in writing and will be posted electronically on the VBS web site referenced in Section 3.1.1. If unable to download an RFP addendum, contact the Procurement Officer identified in Section 2.1.

It is the responsibility of the Vendor to monitor the Vendor Bid System web site, as additional notification may not be provided.

3.1.3 QUESTIONS

Questions relevant to this RFP are invited and must be submitted in written form (e-mailed, faxed, or mailed) to the Procurement Officer. Questions must be received by the FDOR Procurement Officer on or before the date and time identified in the Procurement Schedule (Section 3.2). FDOR recommends that Vendors confirm receipt of questions submitted.

Responses to all questions will be posted on the Vendor Bid System web site in accordance with the Procurement Schedule. The written response posted on the web site is the **ONLY** official response. Verbal responses that differ from the written responses must be considered incorrect.

Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted may result in the Vendor's disqualification.

It is the responsibility of the Vendor to monitor the Vendor Bid System web site, as no additional notification will be provided when responses to questions are posted.

3.1.4 INQUIRIES

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this Request for Proposals, the Vendor shall immediately notify the FDOR in writing of the

error. The FDOR will resolve major problems with an amendment. The FDOR will resolve minor problems as a question and response, posted on the Vendor Bid System.

If the RFP contains an error known to the Vendor or an error that reasonably should have been known, the Vendor shall respond at its own risk. If the Vendor fails to notify the FDOR of the error prior to Proposal submission and is awarded a Contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.1.5 PROPOSAL SUBMISSION

Proposals must be delivered and received by the FDOR Purchasing Office on or before the date and time specified in the Procurement Schedule, Section 3.2. The FDOR Purchasing Office is located at:

2450 Shumard Oak Boulevard
Building 2, Suite 1600
Tallahassee, FL 32399-0109

Vendors choosing to hand deliver Proposals must take into consideration that the above Building is a secured facility. Allow sufficient time for obtaining admission through the security office, for multiple Vendors may be attempting to submit Proposals at the same time.

Delivery means at the correct location, Building and Room, on or before the required date and time. Proposals delivered late or to the wrong location will be rejected.

The Department suggests the use of overnight courier services. The use of U.S.P.S. mail services will result in the packages' delivery to an off-site facility which may delay receipt within the required timeframe.

3.1.6 PROPOSAL WITHDRAWAL

Proposals submitted on or before the Proposal due date may be withdrawn, amended or replaced with another Proposal up until the Proposal due date and time. Proposals withdrawn prior to the Proposal Opening date and time will be returned, unopened to the Vendor at the Vendor's expense.

3.1.7 PROPOSAL OPENING

Proposals will be publicly opened at the time and date specified in the Procurement Schedule (Section 3.2). The names of the responding Vendors will be read aloud. The name(s) of Vendors submitting Proposals will be made available to interested parties at the Proposal opening or upon written request to the Procurement Officer listed in Section 2.1.

The contents of Proposal submissions are not public records subject to provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Agency Decision, or until thirty (30) days after the final competitive sealed Proposals are opened, whichever is earlier, and therefore will not be available for immediate review by the public.

Cost Data Proposals are anticipated to be opened on or around the date and time specified in the Procurement Schedule, Section 3.2. If the cost opening date and/or time

changes, the FDOR will post a public meeting notice on the Vendor Bid System with the confirmed date and time.

3.1.8 PROPOSAL EVALUATION

The State will evaluate and score Proposals using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the RFP, as summarized below and described in detail in Section 7.

FDOR will review Proposals to determine if they comply with the selected mandatory compliance items required. FDOR will reject all Proposals that fail to comply and will not consider them further.

3.1.9 DIVERGENT REVIEW

At the conclusion of the Technical Proposal Evaluation phase of the solicitation process, a divergent review may take place. A divergent review is indicated if any two evaluators award an unweighted score in any category that differs by more than two (2) points. All evaluators will be provided the opportunity to re-review any evaluation criteria that resulted in a score that is divergent from the scores of the other evaluators (As defined in Section 8.3). Evaluators will be provided the opportunity to reconsider their score for any criteria that is divergent.

If after a divergent review, the criterion continues to remain divergent, the solicitation process will continue forward without delay. However, if after the divergent review, the criterion becomes even further divergent, the FDOR may, at its sole discretion, determine that a second divergent review is necessary, or continue forward with the solicitation process.

3.1.10 IDENTICAL SCORING OF PROPOSALS

If during the solicitation process, the State encounters identical scoring/exact tie, the tie will be resolved in accordance with section 295.187, Florida Statutes and rule 60A-1.011, Florida Administrative Code, which may include certification that a drug-free workplace has been implemented. Vendors may execute and return Attachment C, Certification of Drug Free Workplace, to be considered in the event of identical scoring/exact tie.

3.1.11 COST DATA SCORING

On the date indicated in the Procurement Schedule (Section 3.2), FDOR will open, check the arithmetic, and score cost. This date is only an estimated date and is subject to change, Vendors are advised to monitor the Vendor Bid System for a Public Meeting Notice for the exact date and time.

The FDOR will score cost in accordance with Section 8.5 and add the points to the Technical Proposal score to obtain the Vendor's total Proposal score. The Vendor's Total Proposal Score will be used to determine contract award.

3.1.12 CONTRACT AWARD

After the calculation of the Total Proposal Scores, the FDOR will determine whether or not it is the most advantageous to the State of Florida to award one or more Contract(s)

or none. The Contract(s) will be awarded as is determined to be most advantageous to the State of Florida. The posting of the intent to award a Contract(s) or the intent to not award a Contract(s) is anticipated to occur on or about the date listed in the Procurement Schedule (Section 3.2). The recommended award will be posted for 72 hours on the VBS.

NOTE: A RECOMMENDATION FOR AWARD DOES NOT GUARANTEE EXECUTION OF A CONTRACT.

It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.

FDOR reserves the right to reject any or all Proposals received in response to the RFP if such action is the most advantageous to FDOR or due to unavailability of funds.

It is the FDOR's intention to solicit for, and enter into, one or more contracts with vendors who are determined to be responsive and responsible according to the criteria stated herein.

3.1.13 PROTEST AND PROTEST FILING

Any Vendor or person who desires to protest a decision, intended decision, or recommended award must file the following documents with the Agency Clerk in the FDOR's Office of General Counsel, 2450 Shumard Oak Boulevard, Building 1, Suite 2400 Tallahassee, FL 32399-0104, and provide copies to the Procurement Officer listed in Section 2.1.

1. A written notice of intent to protest within seventy-two (72) hours (3 business days) after posting of the recommended award on the VBS.
2. A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
3. A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.

Failure to file a protest within the time prescribed in Chapter 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any person who files an action protesting a decision, intended decision, or recommended award, pursuant to s. 120.57(3), Florida Statutes, shall post with the FDOR at the time of filing the formal written protest, a bond payable to FDOR in an amount equal to one percent (1%) of the FDOR's estimate of the total value of the Contract. In lieu of a bond, the FDOR may accept a cashier's check or money order in the amount of the bond.

The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3.1.14 RIGHT TO INSPECT PLACE OF BUSINESS

The State may conduct on-site visits to evaluate the vendor's capacity to perform the contract. A vendor must agree, at risk of being found non-responsive and having its

proposal rejected, to provide the State reasonable access at reasonable times to relevant portions of its work sites related to the performance of the contract. Site inspection will be made by individuals designated by the procurement office at the State's expense.

3.2 PROCUREMENT SCHEDULE

Below is the procurement schedule that represents FDOR's best estimate of the schedule that will be followed. If deviations from this schedule occur, FDOR will publish an RFP addendum on the VBS or notify in writing via e-mail, all Vendors that submitted Proposals. No liability to the FDOR will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are local time in Tallahassee, FL.

EVENT	DATE AND TIME DUE
Release of the RFP	December 5, 2014
Vendor submits questions/inquires, no later than	December 22, 2014 @ 4:00 pm
FDOR posts responses to questions/inquires on Vendor Bid System (on or about)	January 6, 2015
DUE DATE for Technical and Cost Proposals and OPENING TIME FOR TECHNICAL PROPOSALS	January 16, 2015 @ 3:00 pm
Mandatory Requirements Review (on or about)	January 23, 2015
Responsive Proposals to evaluation committee (on or about)	January 30, 2015
Cost opening (estimated date)	March 9, 2015 @ 3:00 pm
Post Intent to Award on Vendor Bid System (estimated date)	March 16, 2015
Anticipated Contract start date (estimated date)	April 1, 2015

3.3 PROCUREMENT CONSTRAINTS

3.3.1 AMERICANS WITH DISABILITIES ACT (ADA)

Any person submitting a Proposal for providing commodities or contractual services may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Proposal documents or the attendance at any related meeting or Proposal opening. If accommodations are needed because of a disability,

please contact the FDOR Purchasing Office at (850) 617-8377 at least five (5) workdays prior to the opening.

3.3.2 DIVERSITY

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, service-disabled veteran, and women-owned business enterprises in the economic life of the state. Small, minority, service-disabled veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation as a Contractor and/or sub-contractor.

The Contractor should submit monthly reports to the FDOR detailing their expenditures with small, minority, service-disabled veteran, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: <http://osd.dms.state.fl.us/>, or by calling the Office of Supplier Diversity at (850) 487-0915.

3.3.3 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The employment of unauthorized aliens by any Contractor/Subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/Subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract resulting from this solicitation.

The Successful Vendor shall utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

3.3.4 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not:

- submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;
- submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids, proposal, or replies on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity.

The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory Vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

3.3.5 CONVICTED VENDOR LIST

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, proposal, or reply on a contract to provide any goods or services to a public entity;
- submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids, proposal, or replies on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- 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 thirty-six (36) months following the date of being placed on the convicted contractor list.

3.3.6 LIST OF PROHIBITED INVESTMENTS (SCRUTINIZED COMPANIES)

A company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the List of Prohibited Investments (Scrutinized Companies) is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency for goods or services of \$1 million or more.

Vendors shall execute and submit Attachment H: Prohibited Investments Certification with their Proposal certifying that they are not on the List of Prohibited Investments (Scrutinized Companies) located at

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>.

Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Contract to termination.

3.3.7 FEDERAL EXCLUDED PARTIES LIST

A Vendor or subcontractor(s) that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

3.3.8 P.R.I.D.E. PROVISIONS

It is expressly understood and agreed that any articles which are subject of, or required to carry out, the work described under this solicitation shall be purchased from the corporation identified under Chapter 946, Florida Statutes, if available, in the same manner and under the same procedures set forth in Section 946.515(2), Florida Statutes; and for purposes of this solicitation the person, firm or other business entity carrying out the work described herein shall be deemed to be substituted for the Department of Revenue insofar as dealing with such corporation. The "Corporation identified" is PRISION REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E) which may be contacted at:

P.R.I.D.E
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-877-283-6819
Website: www.pridefl.com

3.3.9 RESPECT OF FLORIDA

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the work described under this solicitation 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 the purposes of this solicitation the person, firm, or other business entity carrying out the work described herein shall be deemed to be substituted for the Department of Revenue insofar as dealing with such qualified nonprofit agency. The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, FL 32301-4946
Phone: (850) 942-3555
Website: www.respectofflorida.org

3.3.10 REGISTRATION WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (FDMS) – MYFLORIDAMARKETPLACE

The FDMS has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), Florida Statutes and rule 60A-1.031 Florida Administrative Code, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State.

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), Florida Administrative Code. 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.

The 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 re-procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

For more information regarding Transaction Fees, please contact MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866-352-3776), or via email at VendorHelp@MyFloridaMarketPlace.com.

Vendors should have completed registration with the Florida Department of Management Services (DMS) State Purchasing prior to submitting a Proposal. The successful Vendor must have completed registration with the Department of Management Services State Purchasing prior to Contract execution.

Vendors may register online, at:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors .

Vendors may receive additional information regarding registering to receive payments via direct deposit at the following website:

http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm. For additional information, please contact the Department of Financial Services at (850) 413-5517 or directdeposit@myfloridacfo.com.

3.3.11 LICENSING BY DEPARTMENT OF STATE

All entities defined under Chapters 607, 608, 617, 620, 621 or 622 Florida Statutes, contracting to do business with FDOR shall be on file and in good standing with the Florida Department of State.

3.3.12 PUBLICITY

A Vendor shall not release any publicity relating to this procurement prior to award of a Contract, unless the Vendor receives written approval from the FDOR Procurement Office. Violation of this restriction will result in Vendor disqualification. Furthermore, Vendors shall not release any publicity relating to the Contract, if awarded, without receiving written approval from the FDOR Procurement Officer.

3.3.13 CONFLICTS OF INTEREST/NO PRIOR INVOLVEMENT

Vendors, Contractors, subcontractors and individuals that have assisted in preparation of the RFP or with project management oversight are precluded from bidding or preparing a Proposal for this solicitation. Responding to the FDOR's Request for Information alone does not apply here.

The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor and/or Contractor. No officer, agent, or employee of the Department shall 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 or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

All Vendors submitting a Proposal to this RFP and their subcontractors shall complete and execute Attachments A and B and return with their Proposal submittal.

3.3.13.1 ORGANIZATIONAL CONFLICTS OF INTEREST

An Organizational Conflict of Interest exists when a Vendor, Contractor, or subcontractor has present or planned interests related to the work to be performed under this Contract that 1) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or 2) may result in its being given an unfair competitive advantage.

The Vendor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances:

- a. The Vendor provides advice and recommendations to the FDOR in the same technical area where it is also providing consulting assistance to any organization regulated by the FDOR.
- b. Where the Vendor provides advice to the FDOR on the same or similar matter on which it is also providing assistance to any organization regulated by the FDOR.
- c. Where the award of a Contract would result in placing the Vendor in a conflicting role in which its judgment may be biased in relation to its work for the FDOR, or would result in an unfair competitive advantage for the Vendor.
- d. Where the Vendor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the FDOR at the same site.

Vendors and subcontractors shall complete and submit Attachment A, Notice of Conflict of Interest, with their Proposal.

Contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Officer. The statement shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The FDOR may terminate the Contract as determined in the best interest of the State.

3.3.14 CONFIDENTIAL INFORMATION

The State takes its public records responsibilities as provided under Article I, Section 24 of the Florida Constitution and chapter 119, Florida Statutes, very seriously.

3.3.14.1 RFP PROPOSAL (NON-REDACTED PROPOSAL)

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, such information shall be clearly marked as "CONFIDENTIAL." The non-redacted proposal will be distributed, as determined necessary and appropriate by the FDOR, for the purposes of evaluating and awarding the RFP.

An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of such confidential information. Any Proposal that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. Only the confidential portion(s) should be so identified and marked. Vendors are to indicate where confidential information begins and ends.

In addition, if a Proposal contains information considered confidential, proprietary, trade secret or otherwise not subject to disclosure, the Vendor should submit a separate listing of the confidential Proposal sections and page references with their Proposal.

3.3.14.2 REDACTED COPY

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Vendor must simultaneously provide the FDOR with a separate redacted copy of its Proposal with its Proposal submission. The redacted copy shall:

- a. Be provided in both electronic and paper format.
- b. Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Proposal that fails to properly justify each occurrence of protected information may be rejected.
- c. Only exclude, obliterate, or redact those exact portions which are claimed confidential, proprietary, trade secret, or otherwise exempt.
- d. Contain the following information clearly identified on the cover/case:

Request for Proposals Number: RFP # 14/15-07
Request for Proposals for Collection Services
Vendor's Name
"Redacted Copy"

The Vendor shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Vendor shall protect, defend, and indemnify the State for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Vendor fails to submit a Redacted Copy with its Proposal, Vendor agrees that the FDOR is authorized to produce the entire set of documents, data or records submitted by the Vendor in answer to a public records request for these records.

3.3.14.3 COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the Proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff, agents and public

record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, and Florida Statutes.

3.3.15 CONTRACTOR

A Vendor submitting a Proposal that results in the award of a Contract will be considered the Contractor. By signing the Contract the Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any Subcontractors. The Contractor will be the sole point of contact with the FDOR relative to Contract performance.

If the proposed solution requires the Contractor or their subcontractors to use or acquire commercially available products, to perform the services outlined in this RFP, it will be the Contractor/subcontractors sole responsibility to acquire and provide a license for the FDOR's use of such products. The FDOR will not sign any Contractors agreement with a subcontractor for equipment, services or other products. The Vendor submitting the Proposal shall act as the Contractor for any Proposal that proposes equipment or services provide by subcontractors.

Should any proposed goods/services be available via a state term contract, the Department may purchase any portion from the state term contract when determined to be in the best interest of the State.

3.3.16 VENDOR EXPENSES

All costs incurred by Vendors in preparing or submitting Proposals or due to other procurement-related activities (including, but not limited to, site visits, presentations, conferences, reproduction, travel, evaluation of any Proposal, etc.) shall be borne by the Vendor. The State is not responsible for reimbursing Vendors for any expenses incurred prior to the award of a Contract.

3.3.17 ERRORS IN RFP

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this Request For proposals, the Vendor shall immediately notify the FDOR in writing of the error. The FDOR will resolve major problems with an addendum. The FDOR will resolve minor problems either as a response to questions or as an addendum, posted on the Vendor Bid System.

If the RFP contains an error known to the Vendor or an error that reasonably should have been known, the Vendor shall respond at its own risk. If the Vendor fails to notify the FDOR of the error prior to Proposal submission and is awarded a Contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.3.18 REJECTION OF PROPOSALS

The State may reject a Proposal that is deemed to have a material defect/deviation or may have the option to score the requirement(s) with a zero (0). A material defect/deviation is any part of the Proposal solution that violates a mandatory requirement or results in an unacceptable system or unacceptable risk.

The FDOR will reject Proposals that fail to pass the Selected Primary Mandatory Compliance Items Review (see Section 8.2).

The FDOR reserves the right to reject any and all Proposals received if the FDOR determines such action is in the best interest of the State of Florida or the FDOR.

3.3.19 PROPOSAL DURATION

Proposals are to include a statement in the Transmittal Letter that Proposals are binding until execution of a Contract with the successful Vendor. The Proposal by the successful Vendor to this RFP will be incorporated into a final Contract.

END OF SECTION

Section 4: STANDARD PROPOSAL INFORMATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Vendors follow the format and instructions contained in the Proposal Format and Content Section, Section 7; Proposal.

4.2 VENDOR CERTIFICATION

By signature on the Contractual Services – Acknowledgement Form, Vendors certify that they comply with:

- a. the laws of the State of Florida;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- e. all terms and conditions set out in this RFP;
- f. a condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the Proposal will remain binding until execution of a Contract with the successful Vendor;
- h. is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment and is in all respects fair;
- i. certify that the person signing the Proposal is authorized to sign for the Vendor and to bind the company;
- j. Vendor in compliance with all requirements of the RFP.

If any Vendor fails to comply with [a] through [j] of this paragraph, the State reserves the right to disregard the Proposal, terminate the Contract, or consider the Contractor in default.

4.3 DISCLOSURE OF PROPOSALS

All Proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. All Technical Proposals, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued or until thirty (30) days after the opening of cost of Proposals whichever is earlier in accordance with section 119.071(1)(b)2.a. The State of Florida shall have the right to use all ideas, or

adaptations of those ideas, contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

Confidential information, including trade secrets and other proprietary data, contained in Proposals will be handled in accordance with Section 3.3.14 of this RFP.

4.4 AUTHORIZED SIGNATURE

All Proposals must be signed by an individual authorized to bind the Vendor to the provisions of the RFP.

4.5 WORK SITE/LOCATION OF WORK

For contract purposes, the place of performance is the Contractor's place of business. The State will not provide dedicated workspace for the duration of the Contract for the Contractor; the Contractor is responsible for providing their own workspace/facility.

4.6 SUBCONTRACTS

Subcontractors will not be allowed.

4.7 JOINT VENTURES

Joint ventures are not acceptable.

END OF SECTION

Section 5: STANDARD CONTRACT INFORMATION

5.1 TYPE OF CONTRACT

This contract is a fixed-rate, deliverable based contract.

A contract similar to the one found in Attachment N will be required to be signed by the awarded Contractor. The contract should be scrutinized by vendors since modifications proposed by the vendor may not be considered.

5.2 CONTRACT APPROVAL AND TERM

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the Department's Director of Financial Management or approved designee. Upon written notice to the Contractor, the State may set a different starting date for the Contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties whichever is later.

The Contract shall be in effect from the date of execution and will end five (5) years later, unless terminated earlier by the State under the terms provided herein.

The successful Vendor shall have ten (10) business days to execute and return the Contract as tendered to it by the FDOR (10 business days from the date of receipt from FDOR).

5.3 RENEWALS

The FDOR reserves the right to renew any Contract resulting from this RFP. Renewals shall be subject to the terms and conditions set forth in the original Contract. Renewals are contingent upon satisfactory performance evaluation by the FDOR, and must be authorized by mutual agreement in writing, prior to Contract expiration. **This Contract will have five one-year renewal options.**

Renewals are subject to the same cost, terms and conditions set forth in the initial Contract and subsequent amendments.

5.4 CONTRACT FUNDING

The State of Florida's performance and obligation to pay under the Contract resulting from this RFP is contingent upon an annual appropriation by the Legislature. If funding for this Contract, or the continuation of this Contract, is not approved by the State Legislature, the Department shall have no liability for payments to the Contractor.

The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract resulting from this RFP.

5.5 PROPOSED PAYMENT PROCEDURES

5.5.1 PAYMENTS

The sole consideration/compensation to be paid to the vendor for its services shall be based on the fixed percentage of collections as set forth in the contract. This percentage shall remain unchanged throughout the term of the contract and any renewals (unless to

be lowered). There will be no compensation paid to the vendor for any modules cleared when no money is collected or due.

The percentage paid will be at the fixed amount for the collection of business tax modules and the fixed amount for the collection of reemployment tax modules as stated in Section 8.

On a monthly basis the Department shall determine the amount of collections generated by the vendor and will remit payment to the vendor. A report listing the payments received by the FDOR for accounts that are referred to the vendor for collection will be provided to the vendor. This includes payments received directly by the Department from a taxpayer and taxpayer payments forwarded to the Department by the vendor. The vendor can inspect this report and determine if they believe any payments were not properly credited. Any discrepancies that may arise by the vendor regarding payment for specific modules must be submitted within thirty (30) calendar days after the vendor agrees to the invoice from the Department after which the invoice and the amount owed to the vendor becomes final.

No payment will be made until the contract is approved by the Department of Revenue's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

5.5.2 PROCEDURE

The Contractor shall direct all taxpayers to remit all payments, tax returns and reports directly to the FDOR at the address provided by the Department. If the Contractor does receive payments or returns from the taxpayer, the Contractor must remit them to the FDOR no later than the last day of the week immediately following the week in which they were received by the Contractor.

In the case of deficiencies (bills and warrants), the Contractor shall design their collection notices (see examples, Attachments L & M) (See Section 6.2.5.14 Collection Notices) using the Optical Character Recognition (OCR) line specification furnished by the Department (Attachment J) which will enable high speed processing. The FDOR will have final approval of the original of all collection notices/letters prior to the Contractor using them.

In the case of delinquencies -

- For **business taxes**, if the taxpayer is obligated to file for the delinquent period, FDOR must receive the tax return and amount due with the return. If no tax return is due the contractor shall obtain from the taxpayer and provide to FDOR the delinquency notice produced by the Department, correspondence or documentation of other communication from the taxpayer with the requested information from the taxpayer indicating why they believe no tax return was due. The contractor will provide the date the taxpayer went out of business, or the date(s) and reason(s) the taxpayer was not liable for filing the return. This information will be provided to FDOR within 5 business days of receipt of this information from the taxpayer.

- For **reemployment tax**, if the taxpayer is obligated to file for the delinquent period, FDOR must receive the tax return, a completed wage item report, and any tax that is due. If no tax return is due the contractor shall obtain from the taxpayer and provide to FDOR the delinquency notice produced by the Department, correspondence or documentation of other communication from the taxpayer with the requested information from the taxpayer indicating why they believe no tax return was due. The contractor will provide the date the taxpayer went out of business, or the date(s) and reason(s) the taxpayer was not liable for filing the return. This information will be provided to FDOR within 5 business days of receipt of this information from the taxpayer.

Payment and adjustment reports may be provided to the contractor on a weekly basis listing payments/adjustments that have been received by the FDOR on referred taxpayer modules so the contractor can update their records accordingly. The contractor should inspect this list and determine if they believe any additional compensation is due or any payments were not properly reported. Any discrepancies that arise by the contractor regarding payment for specific modules must be submitted within thirty calendar days after the weekly reports are sent to the contractor.

The contractor will be paid monthly based on these payments/adjustments. A request for payment will be submitted by the FDOR to the State of Florida, Department of Financial Services (DFS), indicating the total dollars collected and the total collection fee due the contractor for the month based on contractor's percentage. Payment will then be forwarded to the contractor.

If the contractor is paid fees on accounts they believe they are not entitled to, the contractor must notify the FDOR within thirty calendar days of discovery.

Resolution of a delinquency could result in no tax due/collected. Therefore no collection fee would be paid the contractor.

All modules assigned for collection shall be on a contingency basis; there shall be no charge to the FDOR if the Contractor is unable to recover monies on modules so assigned.

The Contractor does hereby waive any rights to compensation pursuant to the provision of Section 213.30, Florida Statutes. Any additional liabilities discovered by a Contractor on unassigned modules may not be subject to compensation when payment for said liabilities is submitted to the Contractor or Department. The Contractor will be responsible for repaying to the FDOR any fees erroneously paid to them by the FDOR, which are associated with collection of such modules.

Any taxpayer payment collected within the first ten (10) calendar days after the module is referred to the Contractor shall not ordinarily be subject to the Contractor's collection fee. Should exceptions to this arise; the Department will have the final decision if fees are due to the Contractor. Thereafter, payments received by the Department for modules referred to the Contractor will qualify for a Contractor collection fee. The Contractor will be entitled to the full collection fee whether payments are made directly to the Department or to the Contractor. The Department will make all reasonable efforts to identify all payments and to report same to the Contractor in a timely manner.

The contractor will not be entitled to a fee on any modules when the payment is collected and remitted to the contractor or the Department after 10 calendar days from the date the module was recalled by the Department or the one hundred sixty (160) days has elapsed,

or whichever occurs first. The Department will have the final decision as to whether a collection fee is due to the Contractor.

The Contractor may not be compensated for services on modules where the collection is the result of independent actions by the FDOR, including, but not limited to, lottery application approval, beverage license approval, and criminal investigations, where taxes are collected without direct involvement by the Contractor.

The circumstances and how the Contractor will qualify to be paid for collection of business taxes or reemployment tax differ, and are outlined in sections A and B below and will apply throughout the contract.

- A. **Business Tax:** The Department has the authority to add the collection fee to the amount of the taxpayer's module; however, at this time, the Department has chosen not to exercise this authority for the collection of business taxes. The Contractor will be advised in writing if the Department should change its current procedure. The Contractor will implement such changes without disrupting the collection process when so advised. Currently, the Contractor shall not add an additional collection fee to the referred module's amount due. This shall not be construed to prevent the addition of court costs, attorney fees, if otherwise allowable in legal actions and other necessary and lawful expenses associated with collection of the module, when approved by the Department.
- B. **Reemployment Tax:** For reemployment tax, the Department has elected to add the Contractor's collection fee to the total amount of each reemployment tax module referred to the Contractor. However, the Contractor will not be paid any fee until the entire referred amount (taking into consideration any adjustments to the module balance by the Department) plus the Contractor's fee is collected. **EXAMPLE:** The Contractor's fee is 10%. The amount the taxpayer owed the Department is \$100. The Department will calculate the Contractor's fee on the \$100 and refer the \$100 + \$10 Contractor fee to the Contractor. The Contractor would issue a bill for \$110.00. If the taxpayer pays the \$110.00, the Contractor will be paid their \$10.00 fee by the Department. However, if the taxpayer makes partial payments, the Contractor will not be paid their fee until the entire amount (\$110.00) is collected, or an amount in excess of the \$100 – not to exceed the \$10 fee – is collected. If the taxpayer pays \$105.00, the Contractor will be paid the \$5.00. If the taxpayer never pays the total amount due plus any portion of the Contractor's fee, the Contractor will not be paid any of their fee. If the taxpayer pays the total amount owed to the Department plus a portion or all of the fee, the Contractor will be paid the portion or all of the fee submitted by the taxpayer.

For All Taxes: The Contractor must stop collection efforts on modules when they have reached one hundred sixty (160) days from referral date, if the module has not already been recalled or an extension has been granted by the Department.

The Department reserves the right to adjust the contractor's fees in cases where a module is assigned to the contractor and the Department later revises the amount of the module. The fee will be calculated on the adjusted amount after revision and not on the amount originally referred. The Department reserves the right to adjust any module amount for the duration of the contract.

In the event the Department offsets a refund against a module referred to the contractor, the Department will make every reasonable effort to notify the contractor of the offset so the contractor can adjust their record. In this instance the contractor will not be entitled to

a fee on the offset amount. The Department reserves the right to offset any amount for the duration of the contract.

Requests for payment will be the responsibility of the Department. The Department will submit the request to the Department of Financial Services (DFS) for payment to the contractor.

5.5.3 UNSPECIFIED/UNFORESEEN TASKS

During the course of the contract resulting from this RFP, the vendor may be required to perform additional work (unspecified tasks). That work will be within the general scope of the initial RFP/contract. When unspecified tasks are required, the contract manager will provide the vendor a written description of the work task order and request the vendor to submit a firm time schedule for accomplishing the work and a firm price for the work. Cost and pricing data must be provided to justify the cost of such task orders.

The above price will be determined by utilizing the not-to-exceed "unspecified/unknown task rate" bid on the cost sheet (Attachment F).

The vendor will not commence additional work until the contract manager has secured any required State approvals necessary for the task order amendment and issued a written contract amendment, approved by the Department of Revenue's designee.

Requests for all payments will be submitted in detail sufficient for a proper pre-audit and post-audit review. The Department shall submit the final request for payment for payment to DFS no more than forty-five (45) days after acceptance of the final deliverable or the end date of the contract. Any payment due under the terms of the contract resulting from this RFP may be withheld until all applicable deliverables and/or invoices and reports have been accepted and approved by the contract manager.

5.6 PROPOSAL AS PART OF THE CONTRACT

This RFP and the successful Proposal will be incorporated into the Contract.

5.7 CONTRACT PERSONNEL

Any change of the Contractor's project team members named in their Proposal must be approved, in advance and in writing, by the Department. Personnel changes that are not approved by the Department may be grounds for the Department to terminate the Contract.

5.8 ASSIGNMENT

The Contractor may not transfer or assign any portion of the Contract without prior written approval from the FDOR Director of Financial Management or approved designee.

5.9 LAWS AND PERMITS

The awarded Contractor(s) must comply with all local, county, state and federal laws, rules, regulations, procedures and codes whenever work is being performed under the Contract. All permits and licenses, required for the Contract, will be obtained by the awarded Contractor(s) and maintained for the duration of the Contract. FDOR will not pay the cost of licenses or permits. Lack of knowledge of the law or applicable rules, regulations, procedures, or codes by the Contractor shall not constitute a cognizable defense against their effect.

5.10 STANDARD CONTRACT PROVISIONS

The awarded Contractor will be required to execute the FDOR Standard Contract, which will be the same or similar to Attachment N. The Contractor must comply with the Contract provisions set out in this Attachment. No alteration of these provisions will be permitted without prior written approval from the FDOR.

5.11 ADDITIONAL TERMS AND CONDITIONS

The FDOR reserves the right to add terms and conditions during the term of the contract by mutual written agreement. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

5.13 CONFIDENTIALITY OF INFORMATION

The FDOR departmental policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources is based upon legislative directive and federal policy.

Vendors submitting a Proposal to this RFP and their employees shall execute and submit Attachment E with their Proposal submittal.

Contractor(s) and their employees may be required to execute an Individual Contractor Security Agreement Form as provided for in Attachment N: FDOR Sample Contract.

Vendors should reference Rule 71A of the Florida Administrative Code and Section 6.3.1 of this RFP for additional security requirements.

5.14 INSURANCE REQUIREMENTS

5.14.1 WORKERS' COMPENSATION

The Contractor selected under this RFP shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with the Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the selected Contractor shall provide adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected. Throughout the life of the Contract, the Contractor will provide updated copies of the certificate(s) of coverage to the Department.

5.14.2 GENERAL

The Contractor selected under this RFP shall maintain during the life of the contract, with the State of Florida and the FDOR named as additional insureds, commercial general

liability coverage with limits of not less than \$1,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit and Contractor Pollution Liability coverage with limits not less than \$5,000,000 each occurrence and aggregate. The Department shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract, the Contractor will provide updated copies of the certificate(s) of coverage to the Department.

5.14.3 EMPLOYEE FIDELITY BOND

The Contractor shall keep in effect an **Employee Fidelity Bond** for the period of this contract plus one hundred and eighty (180) calendar days thereafter in the amount of \$100,000.00 to protect the Department against loss through failure by the Contractor or any of its employees or agents to remit to the Department all monies due. This bond shall be in the form approved by the Department, and the surety company shall be authorized to do business in Florida and shall be a company approved and licensed by the Florida Commissioner of Insurance.

The selected Contractor shall be required to submit insurance certificates evidencing such insurance coverage prior to the execution of a contract with the Department. The certificate of insurance shall contain a provision that the insurance will not be cancelled or modified for any reason except after thirty (30) days written notice to the Department's Procurement Officer, with the exception of ten (10) day notice for non-payment of premium by the insured. The certificate of insurance shall also identify the Department as additional insured.

5.15 CORRECTIVE ACTION PLAN (CAP)

If the FDOR identifies any deficiency based on contract requirements, the Contractor will be notified in writing of the deficiency and of the need to submit a Corrective Action Plan (CAP).

The Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the FDOR specifying a deficiency. The CAP shall be sent to the FDOR contract manager for review.

The FDOR shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the plan. If the CAP is unacceptable, the Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation. Failure to submit an acceptable CAP may result in the withholding of any payment due until such time as the CAP is satisfactory.

Upon acceptance of the CAP, the Contractor shall have, at the discretion of the FDOR, up to ten (10) business days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by FDOR does not guarantee the implementation will result in elimination of future deficiencies.

The CAP will remain active/open until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the FDOR contract manager.

Failure to respond to a request for a CAP or failure to meet the corrective action may result in financial consequences being imposed and/or termination of the contract. The department reserves the right to exercise other remedies as permitted by the contract resulting from this RFP.

5.16 FINANCIAL CONSEQUENCES

The Department will include financial consequences in this Contract to assure its timely start and continued delivery of collection services. The Department and the Contractor agree that it is difficult to determine the amount of actual damages the Department will sustain in the event of a breach of the Contract.

Assessment of financial consequences shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover financial consequences under each section applicable to any given incident.

Upon determination that financial consequences are to be assessed, the Department shall notify the Contractor of the assessment in writing.

The waiver of any financial consequences due the Department shall constitute a waiver only as to such specific occurrence and is not a waiver of any future financial consequences. Failure to assess financial consequences within any period of time shall not constitute a waiver of claim by the Department.

5.16.1 CATEGORIES OF FINANCIAL CONSEQUENCES

5.16.1.1 TIMELY START UP

1. Condition: The contractor is required to timely start collection activities in accordance with the schedules set forth in this RFP, the Proposal, and the contract, as well as all clarifications and amendments of these documents.
2. Consequence: In the event that the contractor fails to comply with delivery requirements set forth in the contract, the Department may impose financial consequences of \$1,000 per day for each delay, at the Department's discretion, until the condition is rectified, or the contract is cancelled.

5.16.1.2 FAILURE TO PERFORM

1. Condition: If the contractor should fail to timely perform, as obligated by the contract the Department may invoke financial consequences where not otherwise specifically addressed in section 5.16.1.1 (2).
2. Consequence: In the event that the contractor fails to perform as obligated by the contract, the Department may impose financial consequences of \$5,000 per day, at the Department's discretion, until the condition is rectified.

END OF SECTION

Section 6: SCOPE OF WORK/SERVICES

6.1 GENERAL INFORMATION

The Florida Department of Revenue (FDOR), General Tax Administration Program (GTA) is seeking one or more contractors that have experience and knowledge in providing third party debt collections services.

6.1.1 INTRODUCTION

The selected contractor(s) will provide comprehensive debt collection services for the collection/resolution of modules [deficient tax payments and delinquent (unfiled) tax returns] which are due to the FDOR. These services will cover taxpayers regardless of where the taxpayer is located.

6.1.2 BACKGROUND

The Florida Department of Revenue is the principal tax-collecting agency for the State of Florida, collecting a variety of local and state taxes and/or fees. Refer to Attachment K for a list of existing taxes and fees collected.

**Florida does not have a personal income tax.
Reemployment tax collected by FDOR is tax that is due from employers.**

FDOR employees located in the central collection office in Tallahassee and various field offices throughout the state perform collection and enforcement activity on accounts with outstanding amounts due. The accounts are routed through an established collection flow process depending on several factors related to the taxpayer's account including, but not limited to, the account balance and the taxpayer's probability to pay.

The use of an external collection contractor(s) has been included in the FDOR collection process flow, and some of the same factors used to determine the path of taxpayer accounts to FDOR employees are also used to determine which/when accounts will be referred to the external collection contractor(s).

6.1.3 SCOPE

The contractor must provide services for collection of deficient tax, penalty, interest, and fees as well the collection of delinquent tax returns/reports. The Contractor will be able to implement active collection services no later than ninety (90) calendar days from the contract's effective date. This 90-day period will include a testing and acceptance period. The contractor shall provide all labor and materials, including but not limited to, office space, equipment, and computer programs that are necessary to complete the required services for the FDOR.

The contractor shall have the ability to accept and send secure electronic files and messages between the Contractor and the FDOR. The FDOR does not use regular internet email to transmit or discuss any confidential taxpayer specific information, but uses a secure e-mail system, or a secure file transfer protocol. The contractor must be able to use the FDOR's current method of transmission and to accommodate any future changes. The contractor can propose an alternative method for transmitting files/communication, but this does not mean the FDOR will accept or approve the proposed method.

Currently the FDOR makes all referrals electronically using the file format shown in Attachment I. This format could change and the contractor will need to be able to accommodate that change.

The contractor shall own, lease or otherwise have continual, guaranteed access to a secure automated system for organizing and documenting collection activities. The contractor's automated system shall meet the requirements for tracking and reporting account activity to the FDOR and shall be fully capable of accepting data provided by the FDOR. The contractor shall bear all costs associated with these programs, equipment and information.

6.2 WORK REQUIREMENTS

The Contractor will make every reasonable effort to collect/resolve all modules assigned to them for collection regardless of dollar amount or age.

The following are the minimum requirements the contractor must fulfill for this contract.

6.2.1 COLLECTION EFFORTS

The contractor will make and have a verifiable means to demonstrate they have used every effort and used all resources, both automated and human, to collect/resolve all modules assigned to them for collection regardless of dollar amount or age. The contractor shall document all collection activities including, but not limited to, notes, address changes, telephone numbers, etc.

6.2.2 TESTING AND ACCEPTANCE PERIOD

A testing and acceptance period will take place within the ninety (90) calendar day period following the effective date of the contract. The test will consist of the contractor successfully loading the data to their automated collection system and their ability to:

- Generate acceptable collection notices from this data, which can be processed through the FDOR's processing equipment. See Section 6.2.5.14 - Collection Notices.
- Make adjustments in the contractor's collection system to taxpayer account data to adjust the account balance for consideration of payments, penalty compromises, and recalls. These adjustments will be provided to the contractor by the FDOR.

Bi-weekly progress reports and/or processing documents must be provided to the FDOR contract manager to demonstrate the progress and success of this testing period. Testing and acceptance must be completed and deemed successful by FDOR no later than the 90th day of the testing period.

6.2.3 SECURE ACCESS TO VIEW ACCOUNTS

The contractor must provide the FDOR secure internet access that is acceptable to FDOR (i.e. Citrix, etc.) to view collection activity that has occurred on the FDOR's accounts placed with the contractor.

The contractor will provide written proof of all collection activity on specified modules, when requested by FDOR.

The contractor will also provide written documentation and training on how to access, navigate, and interpret (system definitions) the contractor's collection system regarding the activity on the FDOR's modules.

At a minimum this view access must include:

- A reliable and secure sign in process.
- The ability to view the account by the FDOR business partner number.
- The ability to see when accounts were loaded/closed (by date and time) on the contractor's system.
- The ability to identify collection activities by date and time, (e.g. when letters are sent; when phone calls are made, distinction between automated and manual actions, etc.)
- The ability to view any case notes or comments, either systematic or manual.

6.2.4 COLLECTOR TRAINING

In order for the Contractor's staff to have an understanding of Florida's revenue collections, the Contractor shall provide their staff with training regarding the FDOR's collection policies and procedures, rules, regulations and state laws. The FDOR shall furnish the Contractor, through a hard copy (1 copy), if not available by reference to an available website, the following:

- The applicable chapters of the Florida Administrative Code plus Rules and Regulations of the Department of Revenue, for all taxes referred to the Contractor, Chapter 12-13, Florida Administrative Code, Compromise and Settlement.
- Section 213.053, Florida Statutes, and Section 213.27(5), Florida Statutes.
- Copies of all the FDOR forms needed to resolve the collection of modules referred.

6.2.5 MINIMUM SERVICE REQUIREMENTS

The contractor must agree to promptly undertake the collection of all modules assigned by the FDOR, without regard to the amounts or age, to achieve the maximum recovery. The contractor must update all taxpayer account information in their system (referrals, payments, compromises, recalls, etc.) within five business days from the date the FDOR provides the information to the contractor.

Upon receiving the accounts referred from the FDOR, the contractor shall use its best efforts to locate the taxpayer and collect the total due on each module. The contractor shall use the following guide as the minimum acceptable standard of collection activity:

6.2.5.1 TAXPAYER NOTIFICATION

The Contractor will initiate collection activity on all taxpayers within five business days.

At minimum, collection activities shall consist of two mailing efforts per referred module and four (telephone) calls, unless prior documented activity deems this unnecessary.

6.2.5.2 SKIP TRACING

The contractor will perform skip-tracing efforts on all accounts when the information provided by the FDOR does not provide a confirmed mailing or telephone contact with the taxpayer.

The contractor will keep records that will verify collection activities are being performed as agreed. The contractor shall be able to provide documentation to support the skip tracing attempts that have been made on any account.

The contractor shall monitor their employees to ensure compliance with state, federal, and local laws as well as the policies and procedures of the FDOR.

6.2.5.3 DATA TRANSFER

The contractor shall have the ability to accept and send secure electronic files and messages between the contractor and the FDOR, as specified by the FDOR.

Currently the FDOR refers and recalls accounts using the file layout in Attachment I. If the format should change, the contractor will need to be able to accommodate that change.

The contractor's automated system shall meet the requirements for tracking and reporting account activity to the FDOR and shall be fully capable of accepting data provided by the FDOR. The contractor shall be fully operational within ninety (90) calendar days of this contract's effective date. The contractor shall bear all costs associated with these programs, equipment, and information.

Any module referred will include the total amount of tax, penalty, interest and fees (where applicable), that the FDOR believes to be due.

6.2.5.4 REPORTING

1. **Acknowledgement of Referral Files and Exception Report**

The Contractor shall acknowledge receipt of the referral files/reports within two (2) business days of receipt if manually transmitted or within twelve (12) hours of receipt if electronically transmitted. This acknowledgement report will be sent to the FDOR employee who transmitted the referral file or the person otherwise designated by the Contract Manager. The acknowledgement must include the following:

- The File Date (not the date the file was received).
- The Date the file was uploaded to the Contractor's system.
- The type of file (Deficiencies and/or Delinquencies)

- The number of records (modules) on the file received.
- The total dollar amount on the file received.

The Contractor will also provide a listing of any exceptions, showing any accounts that could not be loaded to their system. The listing of exceptions must include, at a minimum, the following:

- Date of the referral file
- Business name on the account
- Business partner number
- Contract object number
- Applied period
- Reason the account could not be loaded
- Tax type

2. Acknowledgement of Recall and Exceptions

The contractor shall acknowledge receipt of recall files within two (2) business days of receipt if manually transmitted or within twelve (12) hours of receipt if electronically transmitted. This acknowledgement should be in the form of an e-mail to the FDOR employee who transmitted the recall file(s). The acknowledgement must include the following:

- The File Date (not the date the file was received)
- The type of file (Deficiencies (bills) and/or Delinquencies) received
- The number of records on the file received
- The total dollar amount of the file received
- A list of any accounts the contractor does not have on their system, i.e. exceptions.

This list of exceptions must include:

- Business partner number
- Date of the recall file
- Applied Period
- Tax Type
- Reason for the exception

The Contractor must close the module(s) on their system upon receipt of the recall file, unless prior approval has been obtained to keep a module(s) open on their system. Failure to close these modules could result in the Contractor being denied collection fees on payments received after the module has been recalled.

The Contractor should stop collection efforts on any referred module on the maximum number of days from referral date if it has not already been recalled.

3. Inventory Report

The Contractor shall provide the FDOR, upon request, an inventory report by tax type, listing all modules currently assigned and active in the Contractor's collection system. It shall be listed in chronological order by the date the modules were referred. The report will identify the Business Partner Number in ascending order; each module; the status of the

module; the original amount placed for collection; current collection balance

4. Unmatched Payment Report

The Contractor will be notified weekly of payments received by the FDOR so the Contractor can keep their account records as up to date as possible, even though the Contractor will only be paid on a monthly basis. The Contractor must update their files with these payment reports within two (2) business days of receipt. If at any time the Contractor does not have an account/module that matches one or more of these payments, they must provide the FDOR a list of these unmatched payments within two (2) business days of identification. Information to be included in this report is:

- Tax Type
- Business Partner Number
- Taxpayer Name
- Applied/Reporting Period
- Payment Amount
- Module type (bill, delinquency, etc.)

6.2.5.5 DISPUTED AMOUNTS BY TAXPAYERS

If, after beginning collection activities, a taxpayer disputes the amount owed, thus preventing the contractor from proceeding, the contractor shall obtain from the taxpayer a thorough written explanation as to their reasons for dispute, i.e., doubt of collectability or doubt of liability. This information shall be forwarded to the Collection Agency Referral Unit. The contractor should suspend collection activities on the module(s) until directed otherwise by FDOR.

The FDOR may compromise or correct all or part of any penalty in order to finalize the collection of the outstanding tax, fees, penalty and interest. **Under no circumstances may the contractor agree to any compromise or correction with a taxpayer, without the written approval of the FDOR.**

If the taxpayer makes an offer to settle, the contractor shall provide the settlement information to the FDOR within two (2) business days to determine if the settlement proposed should be considered. The FDOR will respond to the contractor in writing to the offer proposed in the settlement request. There shall be no verbal agreements between the taxpayer, the contractor, and the FDOR regarding settlement of modules.

Only those agreements accepted in writing by the FDOR shall be valid. Without written approval from the FDOR, the contractor is not authorized to accept any settlement of any account for less than the entire amount due. If the contractor accepts an unauthorized settlement of an account for less than the entire amount due, the FDOR reserves the right to demand payment of the balance from the contractor.

6.2.5.6 BANKRUPTCIES

The contractor shall cease collection activities on cases in which the taxpayer has filed a Petition for Bankruptcy. If the taxpayer has filed for bankruptcy in a court outside the State of Florida, the contractor shall obtain the docket number

of the bankruptcy petition and the name and address of the court said petition was filed in. The contractor will notify FDOR of the bankruptcy within two (2) business days of discovery. The FDOR will recall all such accounts. The FDOR will owe no fee for any payments received by the contractor or the FDOR from the bankrupt estate.

Section 6.2.5.7 below will govern when the FDOR is engaged in a legal action on an assigned module.

6.2.5.7 ACCOUNTS REFERRED IN ERROR

The contractor shall temporarily or permanently suspend collection activity on an erroneously referred account upon verbal or written notification by the FDOR. The term "erroneously referred" means situations where the FDOR would not typically refer the account, e.g. taxpayer is protesting the validity of the module. When the FDOR deems it necessary, the contractor shall immediately return to the FDOR any modules requested. The contractor agrees that the FDOR's determination that accounts were erroneously referred shall be final and conclusive for purposes of this RFP. The FDOR will owe no fee for any payments received by the contractor or FDOR on such erroneously referred accounts.

The contractor shall suspend action on any account referred to the contractor upon the discovery that the account has a current stipulated payment agreement with the FDOR, unless the FDOR waives this in writing.

Within two (2) business days the Contractor shall notify the FDOR when the Contractor discovers information that the FDOR is concurrently pursuing collection activities or suspects that the account was referred in error for any other reason.

The Contractor shall suspend action on any account referred to the contractor for collection, upon verbal or written notification by the FDOR that the account is in litigation and the party representing the FDOR is someone other than the contractor. The account will be recalled.

6.2.5.8 RETURNED PAYMENTS

Any collection fees paid/due the contractor on taxpayers' payments returned to the FDOR for insufficient funds, closed accounts, etc., the contractor will not receive payment on these items or we will deduct this amount from future payment if we have already issued the payment.

Any taxpayers' payments that the contractor accepts and are subsequently returned to the contractor for insufficient funds, closed accounts, etc., will be the contractor's responsibility to pursue in the name of the contractor. The contractor will not be entitled to a refund of the funds they have already submitted to the FDOR on behalf of that taxpayer.

6.2.5.9 ADDITIONAL INTEREST

For modules referred that do not have a warrant filed on the amount due, FDOR will supply the contractor with additional interest updates on future referral files.

For modules referred that have a warrant filed on the amount due, the contractor shall compute additional interest (calculated only on tax due) from the "Last Interest Update" date on the referral file to the date of the payment of each specific debt in conformance with the rates levied by the FDOR. The FDOR shall furnish these rates to the contractor as they change. The contractor shall collect the entire amount due through the date of payment. If a discrepancy occurs regarding the balance of a module, the contractor shall provide to the FDOR a detailed analysis of the calculations necessary to arrive at the respective figures (fees, interest, penalty, tax, etc.)

6.2.5.10 ADJUSTMENT OF MODULES

The contractor will adjust all modules with respect to recalls, payments, cancellations and compromises within a period of time as proposed by the Contractor. Failure to make adjustments could result in loss of fees on modules pursued by the contractor after they have been notified of the adjustment.

6.2.5.11 LENGTH OF REFERRAL

Unless modules have been recalled previously, ALL modules will be systematically recalled by the FDOR one hundred sixty (160) days after the first module for the taxpayer was referred to the contractor, regardless of the collection activity or the outstanding balance of the modules. The contractor must stop collection efforts on modules when they have reached one hundred sixty (160) days from referral date, if the module has not already been recalled.

To extend the collection period the contractor must make a request and receive approval by the FDOR to keep the module(s) past the one hundred sixty (160) day limit. The request must be received by the FDOR at least ten (10) calendar days prior to the module's scheduled one hundred sixty (160) day recall date. If a timely request for extension has not been received and approved, the FDOR may disallow the collection fee on any modules collected more than one hundred sixty (160) days after referral.

6.2.5.12 COMPLAINTS

The contractor shall, when requested, provide the FDOR in writing, a response to all complaints received by the FDOR on any alleged actions taken by the contractor's employee(s). The response shall be made by someone designated by the contractor and the response shall be made within no more than five (5) business days upon notification by the FDOR. All questions and statements made by the FDOR concerning the alleged actions shall be addressed in the contractor's response.

6.2.5.13 CONTRACTOR STAFFING REQUIREMENTS

The contractor will assign a full time project manager and an alternate and will attend scheduled and unscheduled meetings as requested by the FDOR's project or contract manager. Scheduled meetings, which involve the contractor's travel, will be at the expense of the contractor.

Any change of the project team members named in the proposal must be approved in advance and in writing by the FDOR project director/contract

manager. Personnel changes that are not approved by the FDOR may be grounds for termination of the contract.

The contractor will initially respond to any FDOR inquiries within 24 hours. The contractor will submit all contract related questions and correspondence to the FDOR's contract manager with a copy sent to the FDOR's Purchasing Office.

The contractor's project manager and/or alternate will be present at periodic meetings scheduled with designated FDOR staff. The time and place for these meetings shall be determined by mutual agreement between the FDOR and the contractor. The project manager shall be available to FDOR staff on a daily basis to solve problems and will serve as the FDOR's central contact point for any problems concerning program operations, including but not limited to computer programming issues and design and generation of collection notices.

The contractor shall have sufficient employees whose first priority is the collection of FDOR accounts/modules for the term of the contract. The number of employees assigned to collecting the FDOR accounts will be sufficient to perform human collection efforts – not just use automated calling and lettering. In performance of this contract the contractor agrees to use only employees of the contractor and shall not subcontract any collection function.

6.2.5.14 COLLECTION NOTICES

The FDOR must approve the content of all collection letters/notices. The contractor must be able to produce notices which will contain a perforated payment processing coupon whose OCR line format/ layout can be processed through the FDOR's payment processing equipment. A sample of a notice can be seen in Attachment M. This sample is provided to show how the payment coupon must be detachable and the type of information on the FDOR billing notices. The contractor will provide their own notice with the same processing functionality as the FDOR notice. The OCR line information will be included in the Referral File. The layout of this OCR line is in Attachment J. The FDOR's current standards for the payment coupon and the OCR line on the coupon are as follows:

Payment Coupon

The collection letters for bills and warrants/liens shall have a detachable payment coupon 3-5/8" X 8 – 1/2". The coupon is scanned by a Unisys DP600 or a Fujitsu Fi-6670A Scanner. The scanner requires an OCR Font type "A" for remittance processing for hand and machine print recognition.

Ink

The ink used for printing of the coupon stock, and the ink or toner used for personalization of the coupons and the OCR scan line cannot be a MICR toner. The ink or toner may contain traces of ferrous oxide. The method used to produce any "test" coupons must be the same method used for the production of the coupons in the "live" environment.

OCR Line (Optical Character Recognition)

The OCR line is to be positioned at the third line up from the bottom (based on 6 lines per inch spacing) or the third pica up from the bottom of each coupon. The end of the OCR line must be five character spaces (1/2") from the right edge of the form. The OCR line must be in OCR font "A" set at ten characters per inch.

The font size of the characters in the OCR line is twelve (12). Readability of the OCR line shall not exceed a 1% misread rate.

A sample of a delinquency notice can be seen in Attachment L.

6.2.5.15 ONLINE BILL PAYMENT

The FDOR has an internet site for accepting online bill and warrant payments, which includes credit card payments. The use of credit cards for remitting payments for delinquent returns is not allowed currently, but may be accepted in the future. The contractor may refer taxpayers to this site to remit payment to satisfy module(s.) The current address is www.myflorida.com/dor.

6.3 SECURITY AND SUPPORTING INFORMATION

6.3.1 AGREEMENT TO MAINTAIN THE SECURITY OF CONFIDENTIAL INFORMATION

The contractor, its employees and agents, shall be bound by the same requirements of confidentiality as the FDOR. Breach of confidentiality is a misdemeanor of the first degree (Sections 213.053 and 213.27(6), Florida Statutes). The FDOR shall not refer accounts until an "Agreement to Maintain the Security of Confidential Information" (Agreement) form (Attachment E), has been signed by the contractor, its employees, and agents. The "Agreement to Maintain the Security of Confidential Information" (Agreement) form must be signed on an annual basis. The contractor shall request, complete, and return additional Agreements as the contractor hires new employee's. New employees shall not begin performance under this contract until Agreements are acknowledged by the FDOR.

All Agreements for existing personnel must be signed and provided to the FDOR prior to the end of the testing and acceptance period.

The contractor may not release to a taxpayer, or any other person, any document given to the contractor by the FDOR.

The FDOR shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract.

The contractor agrees that any federal or state tax related information will be treated as confidential and will be maintained in accordance with state and federal confidentiality requirements and will be used solely for purposes of administering this contract, unless otherwise required by law. All such tax information will be stored in a secured area, with access given only to authorized personnel, as deemed appropriate and necessary by the contractor. The contractor further agrees that all personnel authorized to handle such tax-related information will have signed Agreements.

The contractor shall be required to assume responsibility for the safety and security of confidential records, whether they are hard or electronic copies. All confidential information must be securely stored in a manner to prevent access by unauthorized persons. Failure to comply with these provisions may result in contract termination and other actions as appropriate.

6.3.2 DISPUTES

Any dispute concerning performance of the contract resulting from this RFP shall be resolved informally by the contract manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the FDOR's General Counsel's Office. The designated counsel shall decide the dispute, reduce the decision to writing, and deliver a copy to the contractor, the contract manager and the contract administrator.

6.3.3 INDEPENDENT CONTRACTOR STATUS

During the performance of this contract, the contractor and its employees will be regarded as an independent contractor and not as employees or agents of the State of Florida or the FDOR. The contractor will be responsible for all of its employees' insurance and federal, state local and FICA taxes. All employees hired by the contractor under the performance of this contract shall be notified in writing by the contractor of this provision as a condition of employment. The contractor will perform all collection services at the contractor's work site.

END OF SECTION

Section 7: PROPOSAL

7.1 FORMAT AND CONTENT

The FDOR discourages overly lengthy and costly Proposals, however, in order for the FDOR to evaluate Proposals fairly and completely, vendors must follow the format set out in this RFP and provide all information requested.

Proposals are to be on paper that is 8.5 by 11 inches except for foldouts that are allowed on paper no larger than 11 by 17 inches.

- Sheets may be printed either single-sided or double-sided. A foldout should be printed on one side only.
- All pages are to be sequentially numbered.

It is recognized that existing reports, documents, or brochures may not comply with the just prescribed format. They will be acceptable in current form and need not be reformatted.

Vendor Proposals are to be separately bound in three-ring binders; one or more binders per each "original" and/or "copy" required by this RFP.

Each three-ring binder should be clearly identified as either "original" or "copy", as applicable. Each three-ring binder should be clearly labeled on the front cover as to:

- Volume number,
- Volume title,
- Copy number of total copies (For example: Copy 1 of 10),
- RFP name,
- RFP number,
- Date
- Vendor's name

Vendor Proposals shall be separated into two Volumes:

Volume One: Administrative/Technical

Volume Two: Cost, etc.

Each Volume of the Vendor's Proposal shall be sealed in separate boxes/containers. Each box/container shall be clearly labeled on the outside as to which volume is enclosed in accordance with Section 7.3.

Vendor Proposals are to contain the sections outlined below. These sections are called "tabs". A "Tab" as used here, is a section separator, offset and labeled (Example: "Tab 1: Transmittal Letter"), such that the Evaluation Committee can easily turn to a "Tabbed" section during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Committee to evaluate the Proposal.

Volume One: Administrative/Technical

Tab 1: Transmittal Letter

Tab 2: Project Overview

Tab 3: Company Profile, Experience and Training

Tab 4: Methodology and Procedures

Tab 5: Internal Controls, Accounting and Payment Processing

Tab 6: Complaints and Miscellaneous Disclosures

Tab 7: References
Tab 8: Attachments

Vendors should not disclose cost information in the body of the Volume One: Administrative/Technical. Including cost information in Volume One: Administrative/Technical may cause the Proposal to be disqualified.

Volume Two: Cost, etc.
Tab 8: Cost

7.2 QUANTITY AND MEDIA

7.2.1 VOLUME ONE: ADMINISTRATIVE/TECHNICAL

The vendor shall furnish ten paper copies of Volume One: Administrative/Technical. Copy one shall be the original/master copy and shall be clearly marked as "Original/Master Copy".

In addition to the required paper copies, the vendor shall furnish ten electronic sets of Volume One: Administrative/Technical; one for each paper set.

The vendor should write the electronic copies on CD-ROM or DVD in a single .pdf file format.

The "original/master" paper copy of the Volume One: Administrative/Technical will be considered the authority if minor differences between the paper and electronic copies are identified.

Any vendor including confidential, proprietary, trade secret or other information not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority in their volume one: administrative/technical response shall also provide a redacted electronic copy on CD-ROM or DVD in a single .pdf file format for public distribution. Any vendor including this information should also ensure that non-redacted paper and electronic copies are handled in accordance with Section 3.3.14 of this RFP.

Vendors should not disclose cost information in the body of Volume One: Administrative/Technical. Including cost information in Volume One: Administrative/Technical may cause the Proposal to be disqualified.

7.2.2 VOLUME TWO: COST.

The vendor shall furnish 1 paper copy of Volume Two: Cost, etc., and it shall be sealed and clearly marked as the "Original/Master Copy"

In addition to the required paper copy, the vendor shall furnish one electronic set of Volume Two: Cost, etc.

The vendor should write the electronic copy on CD-ROM or DVD in a single .pdf file format.

Volume Two: Cost, etc., shall be sealed in a separate box/container/envelope and clearly labeled as to which volume is enclosed in accordance with Section 7.3.

The vendor shall provide a cost percentage for the collection of business taxes and a cost percentage for the collection of reemployment tax. The vendor must also provide the rate for unspecified/unknown tasks. See Section 5.5.3.

7.3 DELIVERY

Each vendor's Volume One: Administrative/Technical response, including paper and electronic copies, must be in a sealed container(s) and the exterior of each container should clearly identify the following information:

- Request for Proposal Number: 14/15-07
- Request for Proposal for Collection Services
- Vendor's Name
- Vendors Return Address
- Volume One: Administrative/Technical
- Container # of ## (Example: Container 1 of 10)

Each vendor's Volume Two: Cost, etc. response, including paper and electronic copies, must be in a separate sealed container/envelope and exterior should clearly identify the following information:

- Request for Proposal Number: 14/15-07
- Request for Proposal for Collection Services
- Vendor's Name
- Volume Two: Cost, etc.

All Proposals shall be sent or delivered to the Florida Department of Revenue in accordance with Section 2.1

Vendors choosing to hand deliver Proposals, should be aware that the DOR Building is a secured facility. Vendors should allow sufficient time for obtaining admission through the security office, for multiple vendors may be attempting to submit Proposals at the same time.

Delivery means at the correct location (building and room) on or before the required date and time. Proposals delivered late or to the wrong location will be rejected. There will be no exceptions.

7.4 VOLUME ONE: ADMINISTRATIVE/TECHNICAL PROPOSAL

7.4.1 TAB 1: TRANSMITTAL LETTER

This letter serves only as the document covering the transmittal of the response package. The letter must provide the complete name and address of the vendor's firm and the name, title, mailing address, telephone number and email address of the official contact and an alternate, if available. This individual shall have the authority to bind the vendor and shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation.

The transmittal letter shall also include a statement that Proposals are binding until execution of a Contract with the successful vendor.

7.4.2 TAB 2: CONTRACTOR'S UNDERSTANDING OF THE PROJECT/EXECUTIVE OVERVIEW (LIMITED TO 5 PAGES)

Vendors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and project schedule. The statements should be prepared in such a manner that it will be understandable to individuals on a management level. The vendor should not just "restate" what has been provided in the RFP.

7.4.3 TAB 3: COMPANY PROFILE, EXPERIENCE AND TRAINING

7.4.3.1 COMPANY PROFILE

The vendor will describe the organizational structure to include the organizational placement of personnel within the current, as well as any proposed changes with the addition of the FDOR business. At a minimum, the vendor must provide a separate and distinct organizational unit whose first priority will be the collection of FDOR accounts. The vendor must indicate where this unit will reside within the organizational structure.

Vendors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. This chart must illustrate the lines of authority as they apply to this RFP. Vendors must describe the number and qualification of its key management and supervisory personnel to be assigned to this project. At a minimum the following must be included for each of these positions:

1. Title
2. Resume
3. Location where they will perform their work.

The vendor will describe the level of experience required of its line staff, criteria by which they are hired and any other information which might describe their capabilities. The vendor must describe the number of collectors proposed for this contract and the maximum case load per collector.

If the vendor has any knowledge, or can reasonably obtain such information, it must identify any of its employees who have a business tax or reemployment tax account with the FDOR.

The vendor shall comply with all applicable federal, state and local regulations relative to wages, taxes, social security, Worker's Compensation, nondiscrimination, licenses (including Florida Department of State), registration requirements, etc. The vendor, in performing contract work, shall not discriminate against any worker, employee, applicant or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice.

7.4.3.2 EXPERIENCE

The vendor will provide verifiable information on their three (3) largest business tax collection contracts (current and prior) within the past five (5) years. If the vendor does not have three (3) business tax collection contracts the vendor shall

supplement with like or similar collection contracts. Vendor should include collection performance results on these three (3) collection contracts. Complete Attachment D for each contract.

7.4.3.3 TRAINING

The vendor will furnish a summary of its training program. This summary shall include, training policies, procedures, activities, and materials utilized to train employees, emphasizing special training relative to:

1. Tax collection and tax law.
2. Locating debtors/skip tracing.
3. Debtor's asset location.

Vendor must explain how these policies and procedures are applied to its collection activities.

7.4.4 TAB 4: METHODOLOGY AND PROCEDURES

The vendor must include a description of its collection methods as well as any internal controls in place to ensure the vendor complies with the terms of this contract.

The vendor must include a detailed description of the methods it will use to carry out the required collection services. This must include a detailed plan which clearly shows its ability to successfully handle a large number of modules and to keep track of activities performed. The vendor should include any information which it believes relevant to proving its ability to handle a large number of modules, including any automated systems, special equipment, or practices, which will be used in performing this contract. A description of the physical plant, its location, and any other information which the vendor wants the FDOR to use in assessing its ability to fulfill the contract requirements should also be provided. At a minimum, this section will include:

- A. A description of the technical resources the vendor will employ to provide collection services, including, but not limited to:
 - Hardware
 - Software
 - Interfaces
 - Predictive dialing
 - Asset location
 - Skip tracing
 - Producing billing notices
 - Any other special capabilities.
- B. A description of the vendor's ability to generate billing notices capturing all data in a format determined necessary by the FDOR to process the payment.
- C. A description of the collection notice process must include a timeline of the notice process from the time the referral file is received by the vendor until the first notice/phone call goes out.
- D. A description of the vendor's ability to load the data provided by the FDOR to the vendor's automated system and the vendor's flexibility to make future modifications in timely and efficient manner.

- E. A description of specific procedures to be used for the delivery of collection services. This should include the activities that will occur during the initial ninety (90) day testing/acceptance period. These activities should be broken down into thirty (30) day intervals.
- F. An operational plan and flow chart showing how referrals will be processed and tracked from the date of receipt until all required actions are completed and the modules are returned (recalled) to the FDOR. The vendor must provide information specifying the maximum number of modules to which it can provide all required services specified in this RFP within the specified time frames. This must include the average number of modules per collector.
- G. A description of any services or tools used in addition to those identified as required in this RFP.
- H. A detailed description of the type of process that is available for designated FDOR employees to view the activity that has occurred on the modules referred to the vendor. This should include a description of any type of computer system connection and any software that must be used for this purpose.

7.4.5 TAB 5: OPERATIONAL CONTROLS, ACCOUNTING AND PAYMENT PROCESSING

7.4.5.1 OPERATIONAL CONTROLS

The vendor must describe how it intends to ensure the success of its operational controls program, specifically identifying the personnel or unit responsible for compliance and its placement within the vendor's current organization. This must include any procedures in place to monitor the work of work performed by various work units to be in compliance with FDOR's requirements (e.g. Loading of files, production of notices, posting of payments, account adjustments, etc.)

The vendor will identify the manner in which violations are identified and corrected to include how internal records are maintained on any procedural violations.

The vendor must describe the policies and procedures, including customer service, to be used to prevent the violation of state and federal laws, as well as the FDOR's policies and procedures.

7.4.5.2 ACCOUNTING AND PAYMENT PROCEDURES

The vendor will describe in detail their accounting procedures and methods to account for and remit payments and or tax returns they might receive to the FDOR.

7.4.6 TAB 6: COMPLAINTS AND MISCELLANEOUS DISCLOSURES

The vendor must submit the following:

1. The number and a summary of the nature of all complaints filed against the vendor in the past three (3) years by clients.

2. A list of all complaints filed in accordance with federal and state laws regarding debt collection and/or location activities, or unfair and deceptive trade practices within the last three (3) years.
3. A listing and summary of all inquiries made by any governmental authority including, but not limited to, the Federal Trade Commission concerning any collection and/or location activities within the last three (3) years. Also include the vendor's responses and other communication with responsible authorities as well as resolution instructions or direction from the authority.
4. A listing of all vendor Contracts /Agreements terminated, rescinded or not renewed within the last five (5) years because of complaints about its collection and/or location practices.
5. A summary of all court litigation actions against the vendor and any orders issued by the court within the last three (3) years.
6. A listing of all instances in which the vendor has been prohibited from performing or offering to perform any of the services requested by this RFP by any state or territory in the United States.

7.4.7 TAB 7: REFERENCES

The vendor must provide information on the collection contracts reference in Section 7.4.3.2, three (3) largest business tax collection contracts (current and prior) within the past five (5) years, including performance data. In all instances, this information at a minimum must include all information requested on Attachment D.

The vendor will describe the type services and debts collected for each client. The FDOR reserves the option to obtain and use additional references from other sources.

7.4.8 TAB 8: ATTACHMENTS

Vendors must provide the following forms:

- Attachment A:** Notice of Conflict of Interest,
- Attachment B:** Statement of No Involvement,
- Attachment C:** Certification of Drug Free Workplace (optional),
- Attachment D:** References,
- Attachment E:** Agreement to Maintain Confidential Information,
- Attachment F:** Cost Sheet,
- Attachment H:** Prohibited Investments Certification.

7.5 VOLUME TWO: COST PROPOSAL

7.5.1 TAB 9: COST PROPOSAL

The Cost Proposal is to be provided in a separate sealed notebook.

The Cost Proposal must include the proposed rate for the collection fee charged for the collection of business taxes and for the collection fee charged for the collection of reemployment tax as indicated on Attachment F.

The Cost Proposal must include a “not-to-exceed” hourly rate for unspecified/unforeseen tasks as indicated on Attachment F – Cost Sheet.

7.6 EVALUATION CRITERIA

All Proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section 8 and scored on evaluation sheets similar to Attachment G: Evaluator’s Score Sheet.

END OF SECTION

Section 8: PROPOSAL EVALUATION

Proposals are scored by an FDOR Evaluation Committee to determine which proposal(s) are the most advantageous to FDOR for the provision of collection services. FDOR's Evaluation Committee will consist of at least three (3) qualified persons with the requisite knowledge and ability to conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. All responsive and responsible proposals will be scored to determine which proposals are the most advantageous to the FDOR taking into consideration price and other criteria set forth in this RFP. The FDOR will award a contract to one or more vendors or no vendors based upon aggregate technical and cost points and advantage to the FDOR.

8.1 EVALUATION PROCESS

Vendors are responsible for thoroughly reviewing all of the Request for Proposal requirements to ensure that their Proposal and proposed approach are fully compliant with Request for Proposal requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or zero (0) points assigned.

The FDOR will evaluate and score Proposals with the following methodology that is more fully described in the following subsections. The FDOR will:

Conduct a Selected Mandatory Compliance Items Review to validate Proposals against the mandatory items listed in Table 8.2-1. Proposals that do not receive a "yes" response to all items will be rejected as non-responsive and not considered further.

Evaluate and score Volume One: Administrative/Technical. Evaluators are not required to search through the Proposals for information that is missing from a section being reviewed, so it is important for the vendor to carefully follow the RFP organization and contents specified in Section 7. The FDOR may attempt to clarify ambiguous or inconsistent (but not omitted) information with a Clarification Request. In response to a Clarification Request, the FDOR will not allow or evaluate any information that does not respond directly to the Clarification Request.

Volume Two: Cost. The FDOR will check the arithmetic in the Cost Table(s) and correct any computational or transfer errors based on the assumption that the unit or base cost is correct if there is a disagreement. The Total Proposal Cost will be computed for award use.

8.2 SELECT MANDATORY COMPLIANCE ITEMS REVIEW

Table 8.2-1 outlines the conditions or requirements that must be met in order to have a responsive Proposal to this Request for Proposal. The FDOR will perform a Selected Mandatory Compliance Items Review on every Proposal received to validate compliance with the items listed in Table 8.2-1 below. This review does not assign any scores, but is simply a pass/fail review. Proposals that fail one or more of the items listed in the table will be rejected and not considered further.

If a Proposal passes all items being reviewed under Table 8.2-1, the FDOR will continue the Proposal evaluation as described in the next Section, 8.3: Administrative/Technical Evaluation.

Table 8.2-1

Selected Mandatory Compliance Items		
Item #	Mandatory Item	Yes/No
1	Did Proposal arrive sealed, on the correct date and time?	
2	Confirm that the vendor is not on the Suspended Vendor List.	
3	Confirm that the vendor is not on the Convicted Vendor List.	
4	Confirm that the vendor is not on the Discriminatory Vendor List.	
5	Confirm that the vendor is not on the Federal Excluded Parties List.	
6	Confirm that the vendor is not on the List of Prohibited Investments (Scrutinized Companies).	
7	Confirm that the vendor has no outstanding FL tax violations.	

The FDOR will verify that all other mandatory requirements have been satisfied as outlined in this Request for Proposal. Vendors failing to meet a mandatory requirement will be rejected as non-responsive and not considered further.

8.3 ADMINISTRATIVE/TECHNICAL EVALUATION

Proposals that pass the Selected Mandatory Compliance Items will be evaluated and scored based on the entire written Proposal (Volume One: Administrative/Technical).

FDOR will review each Proposal and score it for the evaluation criteria listed in Table 8.3-1. The relative importance of criteria is indicated by the weight factor assigned to each evaluation criteria. General scoring guidelines include:

Generate a whole number score from 0 to 5 for each evaluation criteria based on the following guidance:

0. Fails – Does not address the requirement at all
1. Inadequate –Significantly fails to meet requirements.
2. Poor – Fails to meet some requirements.
3. Adequate – Meets all requirements.
4. Good – Meets all requirements and exceeds some requirements
5. Superior – Exceeds all requirements.

Characteristics that will positively affect the score include, but are not restricted to: addresses all required criteria, clearly describes what the vendor intends to do, demonstrates a clear understanding of FDOR goals and objectives, shows commitment to FDOR goals and objectives, adds additional value, and exceeds minimum requirements in ways beneficial to FDOR.

Characteristics that will negatively affect the score include but are not restricted to: a required criteria is not sufficiently addressed, RFP requirements are simply restated (which does not provide evidence of understanding), and plans and technical solutions that are high risk.

Evaluators will enter the assigned score for each criterion into a worksheet that corresponds to the evaluation criteria in Table 8.3-1, with each evaluator completing a separate worksheet for each Proposal being scored. Divergent scores, if any, will be handled in accordance with Section 3.1.9 of the RFP.

Proposals will be evaluated based on the vendor’s responsiveness to the information requested in Tabs 1 through 9, as well as any additional information the vendor wishes to provide that relates to the specific areas addressed in each Tab. The FDOR does not have to consider any information about a particular area, if it is not included in the specified Tab.

Total scores from each evaluator will be averaged to come up with a Technical Evaluation Score not to exceed 500 points, which will be used to compute an Aggregate Score (see Section 8.5) which will be used to rank individual vendors.

Table 8.3-1

Volume One: Technical Proposal Scoring Maximum Points Available: 500			
Evaluation Criteria	Evaluator Score Scale (0-5)	Weight Factor	Weighted Score
Tab 1: Transmittal Letter (Section 7.4.1)			
Tab 2: Project Overview (Section 7.4.2) Maximum Criterion Points: 50	_____	10	_____
Tab 3: Company Profile, Experience and Training(Section 7.4.3) Maximum Criterion Points: 200	_____	40	_____
Tab 4: Methodology and Procedures(Section 7.4.4) Maximum Criterion Points: 100	_____	20	_____
Tab 5: Operational Controls, Accounting and Payment Processing(Section 7.4.5) Maximum Criterion Points: 50	_____	10	_____
Tab 6: Complaints and Miscellaneous Disclosures (Section 7.4.6) Maximum Criterion Points: 50	_____	10	_____
Tab 7: References(Section 7.4.7) Maximum Criterion Points: 50	_____	10	_____
Total Technical Proposal			_____

8.4 TECHNICAL EVALUATION CRITERIA

THE MAXIMUM PROPOSAL POINTS POSSIBLE including weight factor – 500

Proposals will be evaluated based on the vendor's responsiveness to the information requested in Tabs 1 through 7, as well as any additional information the vendor wishes to provide that relates to the specific areas addressed in each Tab. The FDOR does not have to consider any information about a particular area, if it is not included in the specified Tab.

8.4.1 TAB 2: PROJECT OVERVIEW

Maximum Points Available: 50

8.4.2 TAB 3: COMPANY PROFILE, EXPERIENCE AND TRAINING

Maximum Points Available: 200

8.4.3 TAB 4: METHODOLOGY AND PROCEDURES

Maximum Points Available: 100

8.4.4 TAB 5: INTERNAL CONTROLS, ACCOUNTING AND PAYMENT PROCESSING

Maximum Points Available: 50

8.4.5 TAB 6: COMPLAINTS AND MISCELLANEOUS DISCLOSURES

Maximum Points Available: 50

8.4.6 TAB 7: REFERENCES

Maximum Points Available: 50

8.5 COST EVALUATION

On or about the date specified in procurement schedule, the FDOR will open Volume Two: Cost for each Proposal that was evaluated for Administrative/Technical. The FDOR will review each Volume Two: Cost opened; check the arithmetic, if any, in all Cost Tables; and make corrections based on the assumption that the unit or base cost is correct if there is a disagreement.

The FDOR may reject any Proposal that is incomplete or in which there are significant inconsistencies or computational errors.

Cost Proposal Points

Cost Proposal points will be determined using the below formula:

A. Collection fee to be charged for business taxes, _____%.

B. Collection fee to be charged for reemployment tax, _____%.

Cost Proposal Points:

$(A.+ B.) / 2 = \text{Price factor}$

$(\text{Lowest price factor}/\text{vendor price factor}) * 250 = \text{Cost Proposal points}$

Aggregate Score (Technical + Cost)

Technical evaluation score + Cost Proposal points = Aggregate score

Any rounding shall be applied to the final score by the round half up method. For example, a score of 655.50 will be rounded up to 656.00, while a score of 655.49 will be rounded down to 655.00.

END OF SECTION

Section 9: ATTACHMENTS AND SUBMITTALS

TO BE INCLUDED IN VOLUME ONE: ADMINISTRATIVE/TECHNICAL AS INDICATED

Attachment or Section	Description	Tab
A	Notice of Conflict of Interest	8
B	Statement of No Involvement	8
C	Certification of Drug Free Workplace	8
D	References	8
E	Agreement to Maintain Confidential Information	8
H	Prohibited Investments Certification	8
7.4.1	Transmittal Letter	1

TO BE INCLUDED IN VOLUME TWO: COST AS INDICATED

Attachment	Description	Tab
F	Cost Sheet	9

ATTACHMENT A: NOTICE OF CONFLICT OF INTEREST

Company or Entity Name: _____

For the purpose of participating in the Request for Proposal process and complying with the provision of Chapter 112, Florida Statutes, the undersigned corporate officer states as follows:

1. The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies (if additional space is needed provide on a separate page titled "Attachment A: Item 1 Continued"):

By checking this box, I certify there are no disclosures to make for this section.

2. The persons listed below are current State employees who own an interest of five percent (5%) or more in the company/entity name above (if additional space is needed provide on a separate page titled "Attachment A: Item 2 Continued"):

By checking this box, I certify there are no disclosures to make for this section.

The above information is true and correct to the best of my knowledge.

Authorized Representative (Type/Print) and Title: _____

Signature: _____

Date: _____

ATTACHMENT B: STATEMENT OF NO INVOLVEMENT

I, as an authorized representative _____ certify that no member of this firm, nor any person having any interest in this firm, has been involved with the Department of Revenue to assist in:

1. Developing this Request for Proposal;
2. Performing a feasibility study concerning the scope of work contained in this Request for Proposal;
3. The evaluation of Proposals for commodities or services contained in this Request for Proposal;

I, certify that if this firm is provided access to proprietary information of other companies in performing advisory and/or assistance services relating to this RFP that such information will be protected from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than for which it was furnished.

I, certify that this firm is not providing system engineering and/or technical direction for a system as defined below.

A vendor who provides system engineering and technical direction for a system but does not have overall contractual responsibility for the system development, integration, assembly, checkout, or production shall not be awarded a Contract to supply the system or any of its major components.

System engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies.

Company Name: _____

Signature: _____

Date: _____

Comments: _____

ATTACHMENT C: CERTIFICATION OF DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responsive Proposals, which are equal with respect to price, quality, and service, are timely received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal 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 Proposals 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:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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.

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.

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 the firm complies with the above requirements.

Vendor: _____

Authorized Representative: _____

Vendor's Signature: _____

ATTACHMENT D: REFERENCES

Vendor Name: _____

The Department is requesting three (3) references from the largest business tax collection contracts (current and prior) within the past five (5) years, including performance data. If any of the vendor's references indicate poor Contract performance, the Department may, at its discretion, reject the Vendor's Proposal even if it determines that a responsive Proposal in full compliance with the RFP was submitted. The Department reserves the right to use references obtained by other than the vendor.

Company Name: _____

Contact Person: _____

Company Address: _____

City, State, & Zip: _____

Phone Number: _____

E-mail Address: _____

Contract Amount: _____

Date of Services Provided: _____

General Description of Work Performed: _____

Percentage of accounts collected: _____ % (number of accounts collected/ number of accounts referred)

Percentage of accounts cleared: _____ % (number of accounts cleared/number of accounts referred)

Contact person for contract *if* different from above: _____

Phone Number: _____ E-mail Address: _____

Date of contract performed for this reference: _____

***ATTENTION VENDOR: PLEASE MAKE COPIES OF THIS PAGE AS NEEDED
TO SUBMIT ALL REQUIRED REFERENCES.**

ATTACHMENT E: AGREEMENT TO MAINTAIN THE SECURITY OF CONFIDENTIAL INFORMATION

Departmental policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources is based upon a legislative directive and federal policy. By signing this agreement you are acknowledging that you understand the policy as described herein and that you agree to abide by it.

Disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on returns, received in phone calls, and other communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department of Revenue by any person, any amendment or supplement and all supporting schedules, attachments or lists.

Disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department of Revenue is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.

The Department has an obligation to the taxpayer or custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department of Revenue and prevent its unauthorized disclosure.

IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION SHOULD NOT BE DISCLOSED. Any questions should be directed to the Contract Manager who will discuss with the Department's Office of General Counsel.

By signing this agreement, you are agreeing to abide by the departmental policy described above and that you will not release any specific taxpayer or child support information which you might obtain while providing services for the Department of Revenue.

CONFIDENTIAL INFORMATION CERTIFICATE

I have reviewed the foregoing and my signature below indicates I understand the departmental policy and accept responsibility for complying with it.

Company Name (type or print)

Date

Authorized Representative (type or print)

Signature

ATTACHMENT F: COST SHEET

The sole consideration to be paid to the Contractor for its services will be the percentage of collection charged by the Contractor as the collection fee as set forth in the contract. This percentage will remain unchanged throughout the term of the contract.

All modules assigned for collection will be on a contingency basis; there will be no charge to the Department if the Contractor is unable to recover money on modules so assigned.

At this time the Department has elected not to allow any fee for clearing delinquent modules where no money is collected. As stated in the RFP, resolution of a delinquency could result in no tax due/collected. Based on this information, the Contractor should consider this when submitting the percentage they will charge as a collection fee.

The percentages the Contractor will qualify to be paid for collecting business taxes and collecting reemployment tax differ, and are outlined in Section 8.5 of the RFP.

In compliance with this Request for Proposal for debt collection services,

_____ proposes to

charge the following to the Florida Department of Revenue for debt collection services on business taxes and reemployment tax. In making this proposal, we acknowledge that we have read and understand this RFP and hereby submit our Proposal in accordance with the terms, conditions and specifications of this RFP.

The Contractor is limited to a single fee for each collections activity.

The respondent will provide a cost proposal. The Department will score options for payment with respect to collection of modules. Cost will be evaluated according to the following:

Collection fee to be charged for **business taxes** _____%

Collection fee to be charged for **reemployment tax** _____%

Not-to-Exceed- Hourly Rate for Unspecified/Un-Foreseen Tasks: \$_____/per hour

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Vendor ID # as registered in MFMP: _____

Telephone #: _____ **FAX #:** _____

E-Mail Address: _____

ATTACHMENT G: EVALUATOR'S SCORE SHEET

EVALUATION SCORE SHEET RFP 14/15-07 Collection Services

Vendor: _____

Date: _____

Evaluator Name: _____

Signature: _____

- Point s:
- 1 does not address or significantly fails to meet requirements
 - 2 fails to meet some requirements
 - 3 meets all requirements
 - 4 meets all requirements and exceeds some requirements
 - 5 exceeds all requirements

Criteria	RFP Reference	Proposal Reference	Notes	Evaluator Score 0-5	Weight Factor	Total Points
Project Overview	Section 7.4.2				10	
Company Profile, Experience and Training	Section 7.4.3				40	
Methodology and Procedures	Section 7.4.4				20	

Criteria	RFP Reference	Proposal Reference	Notes	Evaluator Score 0-5	Weight Factor	Total Points
Operational Controls, Accounting and Payment Processing	Section 7.4.5				10	
Complaints and Miscellaneous Disclosures	Section 7.4.6				10	
References	Section 7.4.7				10	

Vendor: _____

Date: _____

Evaluator Name: _____

Signature: _____

ATTACHMENT H: PROHIBITED INVESTMENTS CERTIFICATION

I, _____ as an authorized representative of
_____ certify that this company is not on the List of
Prohibited Investments (Scrutinized Companies) located at:
<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>.

Company Name: _____

Signature: _____

Date: _____

Comments: _____

Collection Agency Bill Referral File Layout (Post Collection Analytics)

	Field		Technical Name	Type	Length	Position in Record
Header Record	Collection Agency No.		inkqp	CHAR	11	1 11
	Type of Process		Process	CHAR	19	12 30
	Date of creation		Date	CHAR	8	31 38
		SAP - Field Type	SAP - Field Name	Type	Length	Position In Record
Detail Record	COLLECTION AGENCY	CHAR	DFKKCOLL-inkqp	CHAR	10	1 10
	FEIN	CHAR	BUT000-zzfein	CHAR	9	11 19
	OBJECT NUMBER	CHAR	DFKKOP-vtref	CHAR	20	20 39
	TAX TYPE	CHAR	DFKKOP-vktyp_ps	CHAR	2	40 41
	APPLIED PERIOD (MMYY) or (CCYY) Note: On tax type '02', '13' and '16' the format for the date is as "CCYY" on the others tax type as "MMYY")	CHAR	DFKKOP-(MMYY) or (CCYY)	CHAR	4	42 45
	DEBT TYPE	CHAR	DFKKOP-blart	CHAR	4	46 49
	NAME 1	CHAR	BBUT000-name_org1, BBUT000-name_org2	CHAR	80	50 129
	NAME_DBA	CHAR	BBUT000-name_org3, BBUT000-name_org4	CHAR	80	130 209
	*ADDRESS	CHAR	ADRC-house_num1(10) ADRC-street(60)	CHAR	70	210 279
	*FOREIGN ADDRESS	CHAR	TOO5U-BEZEI(20 chars) ADRC-CITY1(40 chars) ADRC-POST_CODE1	CHAR	70	280 349
	*CITY OR COUNTY	CHAR	ADRC-city1(40)	CHAR	40	350 389
	*STATE	CHAR	ADRC-region(3)	CHAR	3	390 392
	*ZIP CODE	CHAR	ADRC-post_code1(10)	CHAR	10	393 402
	*TELEPHONE	CHAR	ADRC-tel_number	CHAR	30	403 432
	REFERRAL INDICATOR	CHAR	"R" (re-referral) or Blank	CHAR	1	433 433
	LAST INTEREST UPDATE	DATS	DFKKIH-bisdat	CHAR	8	434 441
	TAX	CURR	DFKKCOLL-betw	CHAR	12	442 453
	PENALTY	CURR	DFKKCOLL-betw	CHAR	13	454 466
	INTEREST	CURR	DFKKCOLL-betw	CHAR	13	467 479
	FEES	CURR	DFKKCOLL-betw	CHAR	13	480 492
	COLLECTION AGENCY FEE (Reempl)	CURR	DFKKCOLL-betw	CHAR	13	493 505
	TOTAL AMOUNT	CURR	DFKKCOLL-betw		13	506 518
	OCR LINE	CHAR	(From function module Z_TS_FORMAT_OCR_NU MBER)		47	519 565
	BP NUMBER	CHAR	DFFKCOLL-gpart	CHAR	10	566 575
	WARRANT NUMBER	CHAR	DFKKOP-zzwar_number		13	576 588
New Field	TAXPAYER ID (Field 5)	CHAR		CHAR	15	589 603
New Field	TAX TYPE CODE (Field 7)	CHAR		CHAR	5	604 608
New Field	TAX PERIOD END DATE (Field 9)	DATS	YYMMDD	CHAR	6	609 614
New Field	AMOUNT TYPE (Field 11)	CHAR	"2" (bill payment) or "3" (audit/warrant number)	CHAR	1	615 615
	Field			Type	Length	Position in Record
Trailer Record	File Description		File_rec_desc	CHAR	15	1 15
	Number of records		File_count	CHAR	7	16 22
	Total of Tax		File_tax_tot	CHAR	13	23 35
	Total of Penalty		File_Pen_tot	CHAR	13	36 48
	Total of Interest		File_Int_tot	CHAR	13	
	Total of Fees		File_Fee_tot	CHAR	13	49 61
	Total of collection agency fees (Reempl)		File_Fee_tot	CHAR	13	62 74
	Total all		File_Tot_amt_tot	CHAR	13	75 87

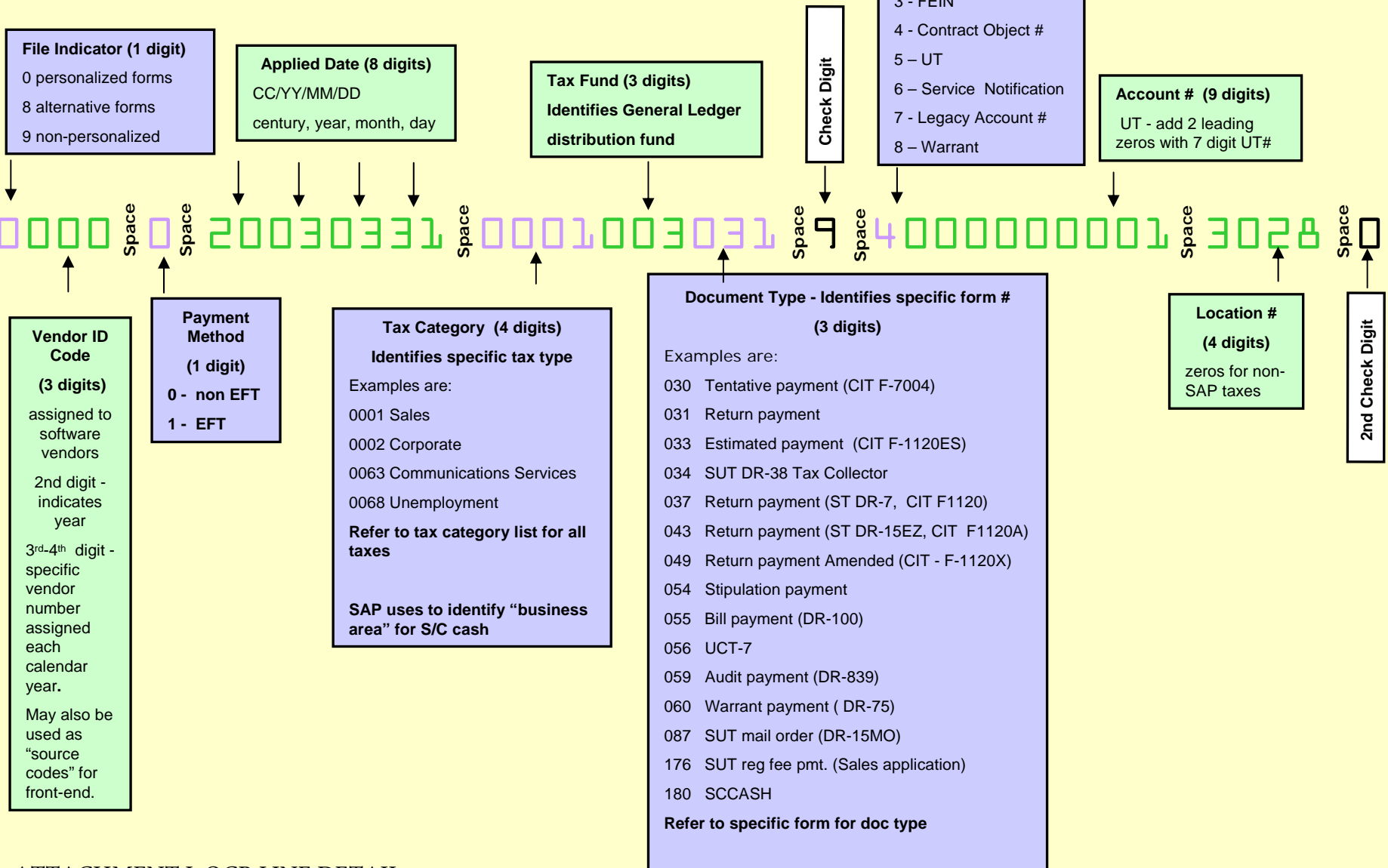
	A	B	C	D	E	F	G	H
1	Collection Agency Delinquency Referral File Layout (Post Collection Analytics)							
2		Field		Technical Name	Type	Length	Position in Record	
3	Header Record	Collection Agency No.		inkgp	CHAR	11	1	11
4		Type of Process		Process	CHAR	19	12	30
5		Date of creation		Date	CHAR	8	31	38
6								
7		Field	SAP - Field Type	SAP - Field Name	Type	Length	Position In Record	
8	Detail Record	COLLECTION AGENCY	CHAR	DFKKCOLL-inkgp	CHAR	10	1	10
9		FEIN	CHAR	BUT000-zzfein	CHAR	9	11	19
10		OBJECT NUMBER	CHAR	DFKKOP-vtref	CHAR	20	20	39
11		TAX TYPE	CHAR	DFKKOP-vktyp_ps	CHAR	2	40	41
12		APPLIED PERIOD (MMYY) or (CCYY) Note: On tax type '02', '13' and '16' the format for the date is as "CCYY" on the others tax type as "MMYY")	CHAR	DFKKOP-(MMYY) or (CCYY)	CHAR	4	42	45
13		DEBT TYPE	CHAR	DFKKOP-blart	CHAR	4	46	49
14		NAME 1	CHAR	BBUT000-name_org1, BBUT000-name_org2	CHAR	80	50	129
15		NAME_DBA	CHAR	BBUT000-name_org3, BBUT000-name_org4	CHAR	80	130	209
16		*ADDRESS	CHAR	ADRC-house_num1(10) ADRC-street(60)	CHAR	70	210	279
17		*FOREIGN ADDRESS	CHAR	TOO5U-BEZEI(20 chars) ADRC-CITY1(40 chars) ADRC-POST_CODE1	CHAR	70	280	349
18		*CITY OR COUNTY	CHAR	ADRC-city1(40)	CHAR	40	350	389
19		*STATE	CHAR	ADRC-region(3)	CHAR	3	390	392
20		*ZIP CODE	CHAR	ADRC-post_code1(10)	CHAR	10	393	402
21		*TELEPHONE	CHAR	ADRC-tel_number		30	403	432
22		REFERRAL INDICATOR	CHAR	"R" (re-referral) or Blank	CHAR	1	433	433
23		LAST INTEREST UPDATE	DATS	DFKKIH-bisdat	CHAR	8	434	441
24		TAX	CURR	DFKKCOLL-betrw	CHAR	12	442	453
25		PENALTY	CURR	DFKKCOLL-betrw	CHAR	13	454	466
26		INTEREST	CURR	DFKKCOLL-betrw	CHAR	13	467	479
27		FEES	CURR	DFKKCOLL-betrw	CHAR	13	480	492
28		COLLECTION AGENCY FEE (Reempl)	CURR	DFKKCOLL-betrw	CHAR	13	493	505
29		TOTAL AMOUNT	CURR	DFKKCOLL-betrw		13	506	518
30		OCR LINE	CHAR	(From function module Z_TS_FORMAT_OCR_NUMBER)		47	519	565
31		BP NUMBER	CHAR	DFFKCOLL-gpart	CHAR	10	566	575
32								
33		Field			Type	Length	Position in Record	
34	Trailer Record	File Description		File_rec_desc	CHAR	15	1	15
35		Number of records		File_count	CHAR	7	16	22
36		Total of Tax		File_tax_tot	CHAR	13	23	35
37		Total of Penalty		File_Pen_tot	CHAR	13	36	48
38		Total of Interest		File_Int_tot	CHAR	13		
39		Total of Fees		File_Fee_tot	CHAR	13	49	61
40		Total of collection agency fees (Reempl)		File_Fee_tot	CHAR	13	62	74
41		Total all		File_Tot_amt_tot	CHAR	13	75	87
42								

	A	B	C	D	E	F	G	H
1	Collection Agency Bill Recall File Layout (Post Collection Analytics)							
2		Field		Technical Name	Type	Length	Position in Record	
3	Header Record	Collection Agency No.		inkgp	CHAR	11	1	11
4		Type of Process		Process	CHAR	19	12	30
5		Date of creation		Date	CHAR	8	31	38
6								
7		Field	SAP - Field Type	SAP - Field Name	Type	Length	Position In Record	
8	Detail Record	COLLECTION AGENCY	CHAR	DFKKCOLL-inkgp	CHAR	10	1	10
9		FEIN	CHAR	BUT000-zzfein	CHAR	9	11	19
10		OBJECT NUMBER	CHAR	DFKKOP-vtref	CHAR	20	20	39
11		TAX TYPE	CHAR	DFKKOP-vktyp_ps	CHAR	2	40	41
12		APPLIED PERIOD (MMYY) or (CCYY) Note: On tax type '02', '13' and '16' the format for the date is as "CCYY" on the others tax type as "MMYY")	CHAR	DFKKOP-(MMYY) or (CCYY)	CHAR	4	42	45
13		DEBT TYPE	CHAR	DFKKOP-blart	CHAR	4	46	49
14		NAME 1	CHAR	BBUT000-name_org1, BBUT000-name_org2	CHAR	80	50	129
15		NAME_DBA	CHAR	BBUT000-name_org3, BBUT000-name_org4	CHAR	80	130	209
16		*ADDRESS	CHAR	ADRC-house_num1(10) ADRC-street(60)	CHAR	70	210	279
17		*FOREIGN ADDRESS	CHAR	TOO5U-BEZEI(20 chars) ADRC-CITY1(40 chars) ADRC-POST_CODE1	CHAR	70	280	349
18		*CITY OR COUNTY	CHAR	ADRC-city1(40)	CHAR	40	350	389
19		*STATE	CHAR	ADRC-region(3)	CHAR	3	390	392
20		*ZIP CODE	CHAR	ADRC-post_code1(10)	CHAR	10	393	402
21		*TELEPHONE	CHAR	ADRC-tel_number		30	403	432
22		REFERRAL INDICATOR	CHAR	"R" (re-referral) or Blank	CHAR	1	433	433
23		LAST INTEREST UPDATE	DATS	DFKKIH-bisdat	CHAR	8	434	441
24		TAX	CURR	DFKKCOLL-betw	CHAR	12	442	453
25		PENALTY	CURR	DFKKCOLL-betw	CHAR	13	454	466
26		INTEREST	CURR	DFKKCOLL-betw	CHAR	13	467	479
27		FEES	CURR	DFKKCOLL-betw	CHAR	13	480	492
28		COLLECTION AGENCY FEE (Reempl)	CURR	DFKKCOLL-betw	CHAR	13	493	505
29		TOTAL AMOUNT	CURR	DFKKCOLL-betw		13	506	518
30		OCR LINE	CHAR	(From function module Z_TS_FORMAT_OCR_NUMBER)		47	519	565
31		BP NUMBER	CHAR	DFKKCOLL-gpart	CHAR	10	566	575
32		WARRANT NUMBER	CHAR	DFKKOP-zzwar_number		13	576	588
33								
34								
35		Field			Type	Length	Position in Record	
36	Trailer Record	File Description		File_rec_desc	CHAR	15	1	15
37		Number of records		File_count	CHAR	7	16	22
38		Total of Tax		File_tax_tot	CHAR	13	23	35
39		Total of Penalty		File_Pen_tot	CHAR	13	36	48
40		Total of Interest		File_Int_tot	CHAR	13		
41		Total of Fees		File_Fee_tot	CHAR	13	49	61
42		Total of collection agency fees (Reempl)		File_Fee_tot	CHAR	13	62	74
43		Total all		File_Tot_amt_tot	CHAR	13	75	87
44								

	A	B	C	D	E	F	G	H
1	Collection Agency Delinquency Recall File Layout (Post Collection Analytics)							
2		Field		Technical Name	Type	Length	Position in Record	
3	Header Record	Collection Agency No.		inkgp	CHAR	11	1	11
4		Type of Process		Process	CHAR	19	12	30
5		Date of creation		Date	CHAR	8	31	38
6								
7		Field	SAP - Field Type	SAP - Field Name	Type	Length	Position In Record	
8	Detail Record	COLLECTION AGENCY	CHAR	DFKKCOLL-inkgp	CHAR	10	1	10
9		FEIN	CHAR	BUT000-zzfein	CHAR	9	11	19
10		OBJECT NUMBER	CHAR	DFKKOP-vtref	CHAR	20	20	39
11		TAX TYPE	CHAR	DFKKOP-vktyp_ps	CHAR	2	40	41
12		APPLIED PERIOD (MMYY) or (CCYY) Note: On tax type '02', '13' and '16' the format for the date is as "CCYY" on the others tax type as "MMYY")	CHAR	DFKKOP-(MMYY) or (CCYY)	CHAR	4	42	45
13		DEBT TYPE	CHAR	DFKKOP-blart	CHAR	4	46	49
14		NAME 1	CHAR	BBUT000-name_org1, BBUT000-name_org2	CHAR	80	50	129
15		NAME_DBA	CHAR	BBUT000-name_org3, BBUT000-name_org4	CHAR	80	130	209
16		*ADDRESS	CHAR	ADRC-house_num1(10) ADRC-street(60)	CHAR	70	210	279
17		*FOREIGN ADDRESS	CHAR	TOO5U-BEZEI(20 chars) ADRC-CITY1(40 chars) ADRC-POST_CODE1	CHAR	70	280	349
18		*CITY OR COUNTY	CHAR	ADRC-city1(40)	CHAR	40	350	389
19		*STATE	CHAR	ADRC-region(3)	CHAR	3	390	392
20		*ZIP CODE	CHAR	ADRC-post_code1(10)	CHAR	10	393	402
21		*TELEPHONE	CHAR	ADRC-tel_number		30	403	432
22		REFERRAL INDICATOR	CHAR	"R" (re-referral) or Blank	CHAR	1	433	433
23		LAST INTEREST UPDATE	DATS	DFKKIH-bisdat	CHAR	8	434	441
24		TAX	CURR	DFKKCOLL-betw	CHAR	12	442	453
25		PENALTY	CURR	DFKKCOLL-betw	CHAR	13	454	466
26		INTEREST	CURR	DFKKCOLL-betw	CHAR	13	467	479
27		FEES	CURR	DFKKCOLL-betw	CHAR	13	480	492
28		COLLECTION AGENCY FEE (Reempl)	CURR	DFKKCOLL-betw	CHAR	13	493	505
29		TOTAL AMOUNT	CURR	DFKKCOLL-betw		13	506	518
30								
31		Field			Type	Length	Position in Record	
32	Trailer Record	File Description		File_rec_desc	CHAR	15	1	15
33		Number of records		File_count	CHAR	7	16	22
34		Total of Tax		File_tax_tot	CHAR	13	23	35
35		Total of Penalty		File_Pen_tot	CHAR	13	36	48
36		Total of Interest		File_Int_tot	CHAR	13		
37		Total of Fees		File_Fee_tot	CHAR	13	49	61
38		Total of collection agency fees (Reempl)		File_Fee_tot	CHAR	13	62	74
39		Total all		File_Tot_amt_tot	CHAR	13	75	87
40								

The OCR Line

(39 digits w/o spaces)



ATTACHMENT K: TAXES AND FEES ADMINISTERED BY GTA

Communication Services Tax	Applies to telecommunications, video, direct-to-home satellite, and related services
Corporate Income Tax	Florida corporate income tax liability is computed using federal taxable income, modified by certain Florida adjustments
Documentary Stamp Tax	The tax is levied on documents that transfer interest in Florida real property such as warranty deeds and quit claim deeds.
Fuel Tax	State and minimum local option taxes are imposed on net gallons sold. Includes <ul style="list-style-type: none"> • Blender/Retailer of Alternative Fuel • Exporter • Local Government Users • Mass Transit System Provider • Petroleum Carrier • Terminal Supplier • Terminal Operator • Wholesaler/Importer
Gross Receipts Tax on Utility Services	The tax is imposed from the sale, delivery, or transportation of natural gas, manufactured gas, or electricity to a retail consumer in Florida; and the sale or transportation of natural or manufactured gas to retail consumers in Florida.
Insurance Premium Tax	Tax is due on insurance premiums: premiums for title insurance; assessments, including membership fees, policy fees, and gross deposits received from subscribers to reciprocal or inter-insurance agreements; annuity premiums or considerations; and gross underwriting profit on wet marine and transportation insurance
Motor Vehicle Warranty Fee ("Lemon Law Fee")	Motor vehicle dealers and other persons in the business of selling or leasing motor vehicles must collect a \$2 motor vehicle warranty fee, also called the 'lemon law' fee, from the buyer or lessee.
Pollutants Tax	Florida imposes a tax on the production or importation of pollutants which includes any petroleum product, as well as pesticides, ammonia, chlorine, and solvents.
Reemployment Tax	Reemployment assistance gives partial, temporary income to workers who lost their jobs through no fault of their own, and are able and available for work.
Sales and Use Tax	Each sale, admission charge, storage, or rental is taxable unless the transaction is exempt. Use tax is due on the use or consumption of taxable goods or services when sales tax was not paid at the time of purchase. Most Florida counties have a discretionary sales surtax (county tax) that applies to most transactions subject to the sales or use tax.
Secondhand Dealers and Secondary Metals Recyclers	Most businesses that sell secondhand goods (for example: Household furniture and jewelry) must register as secondhand dealers and comply with record keeping and holding period requirements. Salvage, scrap metal, and recycling center businesses must register as secondary metals recyclers and comply with record keeping and holding period requirements.

<p>Severance Tax</p>	<p>Oil Production Tax – Every oil producer who severs oil in Florida for sales, transport, storage, profit, or commercial use must pay an excise tax.</p> <p>Gas and Sulfur Production Tax– Every producer who severs gas or sulfur in Florida for sale, transport, profit, or commercial use must pay an excise tax.</p> <p>Solid Mineral Severance Tax– Every person engaging in the business of severing solid minerals, phosphate rock, and heavy minerals from the soils and waters of Florida for commercial use must pay an excise tax.</p> <p>Miami-Dade County Lake Belt Mitigation and Water Treatment Upgrade Fees – These fees are imposed on each ton of limerock and sand, extracted in raw, processed, or manufactured form, by any person who engages in the business of extracting limerock or sand from within the Miami-Dade County Lake Belt Area and Township sections</p>
<p>Solid Waste Taxes and Fees</p>	<p>Rental Car Surcharge – \$2 surcharge per day or portion thereof on the rental of a motor vehicle</p> <p>Lead-Acid Battery Fee - \$1.50 fee per battery sold for use in motor vehicles, vessels, or aircraft</p> <p>New Tire Fee - \$1 fee per new tire sold for use on a motor vehicle</p> <p>Tax on Dry Cleaning/Laundrying – 2 percent gross receipts tax on the laundrying and dry-cleaning of clothing and other fabrics</p>



WE HAVE NOT RECEIVED YOUR SALES AND USE TAX RETURN FOR 01/2009

- You must file a return even if no tax is due during this collection period.
- You must file a return even if you sent your payment by Electronic Funds Transfer (EFT).

Certificate Number :
Business Partner :
Contract Object :
Collection Period Begin :
Collection Period End :
Return Due Date :
Date of Notice :

Location Address:

ANY RETURN RECEIVED AFTER HAS NOT BEEN CREDITED TO YOUR ACCOUNT.

Direct payments and/or responses to:
Florida Department of Revenue
5050 West Tennessee Street, Building L
Tallahassee FL 32399-0100
800-352-3671

If you have not filed a tax return for this collection period, complete the return below. Send in the return and any amount due immediately. You must include penalty of 10 percent of the Amount Due or \$50, whichever is greater, and applicable interest. The minimum penalty of \$50 applies even if no tax is due.

- If you -
- Filed your return:** Provide us a photocopy of the front and back of the tax return as filed, front and back of your canceled check, processed money order (you must request this from the issuing company), or the Department of Revenue cash receipt.
 - Filed electronically:** Provide us a photocopy of the confirmation or acknowledgment and the verification code you received, and the amount you paid.
 - Closed or sold your business prior to the collection period in question:** Complete the "Closing or Sale of Business" form on the back of this notice and mail it to the address above.

Failure to resolve this delinquency immediately may result in additional collection activity, including but not limited to: charging you a 10% collection processing fee; filing a tax lien with the Clerk of the Court; and/or referring your account to a collection agency.

Certificate Number:		SALES AND USE TAX RETURN		HD/PM Date: / /		DR-15 R. 01/09
Florida		1. Gross Sales	2. Exempt Sales	3. Taxable Amount	4. Tax Collected	
A. Sales/Services		.	.	.	.
B. Taxable Purchases		Include use tax on Internet / out-of-state untaxed purchases →		.	.	
C. Commercial Rentals		.	.	.	.
D. Transient Rentals		.	.	.	.
E. Food & Beverage Vending		.	.	.	.
Transient Rental Rate:	Surtax Rate:	Collection Period	Check here → <input type="checkbox"/> if donating collection allowance to education, and leave Line 11 blank.		5. Total Amount of Tax Collected	.
					6. Less Lawful Deductions	.
					7. Total Tax Due	.
					8. Less Est Tax Pd / DOR Cr Memo	.
					9. Plus Est Tax Due Current Month	.
					10. Amount Due	.
					11. Less Collection Allowance	.
					12. Plus Penalty	.
					13. Plus Interest	.
					14. Amount Due with Return	.

Do Not Write in the Space Below

Due:
Late After:
 Check here if payment was made electronically.

For Information and Forms



Information and forms are available on our Internet site at:
www.myflorida.com/dor



To speak with a Department of Revenue representative, call Taxpayer Services, Monday through Friday, 8 a.m. to 7 p.m., ET, at 800-352-3671.



Persons with hearing or speech impairments may call our TDD at 800-367-8331 or 850-922-1115.



For a written reply to tax questions, write:
Taxpayer Services
Florida Department of Revenue
5050 W Tennessee St Bldg L
Tallahassee FL 32399-0112

Get the Latest Tax Information

Sign up to get e-mail notices automatically when we post:

- Tax Information Publications (TIPs).
- *Facts on Tax*, a quarterly publication.
- Proposed rules, notices of rule development workshops, and more.

Sign up at: **www.myflorida.com/dor**

Closing or Sale of Business

Sales and Use Tax Certificate Number

FEIN

Business Partner Number _____

The business was closed permanently on ____ / ____ / _____. Your sales tax certificate number will be cancelled as of this date. Check the box next to any other tax accounts that should also be cancelled:

- solid waste fees & surcharge corporate income unemployment communications services cancel all accounts

You must file final returns for all tax accounts being cancelled.

The business will close (was closed) temporarily from ____ / ____ / ____ to ____ / ____ / ____ This year only Every year

Forwarding Address: _____ City: _____ State: _____ ZIP: _____

The business was sold on ____ / ____ / _____. The new owner information is:

Name of new owner: _____ Telephone: (____) _____

Mailing Address: _____ City: _____ State: _____ ZIP: _____

You must file final returns for all tax accounts being cancelled.

Note: If the business changed legal entity (business structure changed from sole proprietorship to partnership, from corporation to limited liability company, etc.), and/or you have moved to another county, a new registration is required. See Resources in the instructions in your coupon book.

▶ Signature of Taxpayer (Required): _____ Date: _____ Telephone: (____) _____

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true (sections 92.525(2), 212.12, and 837.06, Florida Statutes).

Signature of Taxpayer

Date

Signature of Preparer

Date

Discretionary Sales Surtax (Lines 15(a) through 15(d))

15(a). Exempt Amount of Items Over \$5,000 (included in Column 3)	15(a).	_____
15(b). Other Taxable Amounts NOT Subject to Surtax (included in Column 3)	15(b).	_____
15(c). Amounts Subject to Surtax at a Rate Different Than Your County Surtax Rate (included in Column 3)	15(c).	_____
15(d). Total Amount of Discretionary Sales Surtax Collected (included in Column 4).....	15(d).	_____
16. Total Enterprise Zone Jobs Credits (included in Line 6)	16.	_____
17. Taxable Sales/Untaxed Purchases of Electric Power or Energy — 7% Rate (included in Line A).....	17.	_____
18. Taxable Sales/Untaxed Purchases of Dyed Diesel Fuel — 6% Rate (included in Line A).....	18.	_____
19. Taxable Sales from Amusement Machines (included in Line A)	19.	_____
20. Rural and/or Urban High Crime Area Job Tax Credits	20.	_____
21. Other Authorized Credits	21.	_____

Computation Summary

Florida		1. Gross Sales	2. Exempt Sales	3. Taxable Amount	4. Tax Collected
A. Sales/ Services	As Filed				
	As Computed				
B. Taxable Purchases	As Filed				
	As Computed				
C. Commercial Rentals	As Filed				
	As Computed				
D. Transient Rentals	As Filed				
	As Computed				
E. Food & Beverage Vending	As Filed				
	As Computed				

Note: Amount Due as Computed may reflect an adjustment due to rounding.

Line Number on Return	As Filed on Your Return	As Computed by Dept. of Revenue	Difference
5	Total Amount of Tax Collected		
6	Less Lawful Deductions		
7	Total Tax Due		
8	Less Est Tax Paid/DOR Cr Memo		
9	Plus Est Tax Due Current Month		
10	Amount Due		
11	Less Collection Allowance		
12	Plus Penalty		
13	Plus Interest		
14	Amount Due with Return		
	Amount Paid with Return		

Interest Computation Table

Interest Period	Interest Rate	Daily Factor
-----------------	---------------	--------------

Payment Options (U.S. Funds Only)

Check or Money Order:

Make check or money order payable to Florida Department of Revenue.

- Write your certificate number or FEIN **and** collection period, reporting period, or tax year (see front of coupon) on your check or money order.
- Mail check or money order with your bill payment coupon in the enclosed return envelope.

Online e-Check or Credit Card:

- Initiate payment online at www.myflorida.com/dor
- Print and retain the confirmation page for your records.
- Do **NOT** send bill payment coupon to the Department.

Cash:

- Do **NOT** send cash by mail.
- Hand-deliver cash payments and your bill payment coupon to your local service center. Obtain and keep dated receipt for your records.

Instructions for Completing a Machine-Readable Form

Use **black ink**. Do not make any stray marks in boxed field areas.

Hand-Printed: If hand printing this document, print your numbers as shown and write one number per box. Write within the boxes.

2
5
.
0
0

Machine reads a \$25.00 payment.

Machine-Typed: If typing this document, type through the boxes and type all of your numbers together. Do not use a comma, period, or dash (, . or -). Indicate cents with two numbers.

2500
.

Machine reads a \$25.00 payment.

How to Correct This Notice

Please compare your records to this information. If you believe this notice was issued in error, you have the right to request a correction. You may be required to submit an amended return or other written documentation before final resolution.

Florida law provides that if you are required to file returns on a monthly or quarterly basis, penalty may be compromised only if a taxpayer can prove the noncompliance was due to specific "extraordinary circumstances" which were beyond the control of the taxpayer.

If you have reason to believe you qualify for a penalty compromise based on these criteria, you should contact the Department.

Amended Return: If there was an error in computation that resulted in the creation of this notice, make a copy of the return in question. Amend the line item(s) in error, and write "Amended" across the top of the return. Send a letter explaining the correction(s) and your amended return to Taxpayer Services, Florida Department of Revenue, 5050 W Tennessee St Bldg L, Tallahassee FL 32399-0112.

Failure to immediately resolve this matter may result in further collection activity, up to and including the filing of a tax lien; referral to a private collection agency; and/or charging a 10% collection fee.

Change of Address or Business Name: Use the coupon below to notify the Department of changes.

For Information and Forms



Information and forms are available on our Internet site at:
www.myflorida.com/dor



To speak with a Department of Revenue representative, call Taxpayer Services, Monday through Friday, 8 a.m. to 7 p.m., ET, at 800-352-3671.



Persons with hearing or speech impairments may call our TDD at 800-367-8331 or 850-922-1115.



For a written reply to tax questions, write:
Taxpayer Services
Florida Department of Revenue
5050 W Tennessee St Bldg L
Tallahassee FL 32399-0112

Get the Latest Tax Information

Sign up to get e-mail notices automatically when we post:

- Tax Information Publications (TIPs).
- *Facts on Tax*, a quarterly publication.
- Proposed rules, notices of rule development workshops, and more.

Sign up at: **www.myflorida.com/dor**

Change of Address or Business Name

Complete, sign, and mail this form with your bill payment coupon:

- to change business location (within the same county)
- to change mailing address
- to change business name

You must submit a completed copy of this form for each certificate number or business location.

Moving your business location from one county to another requires a new registration. See "Resources" in the instructions mailed with your coupon book.

If you are closing or selling your business, complete the "Closing or Sale of Business" page in your coupon book.

Sales and Use Tax Certificate Number

FEIN

Business Partner Number _____

New Location Address Location Address _____

City _____ State _____ ZIP _____

Telephone (_____) _____ County _____

In Care of _____

New Mailing Address Mailing Address _____

City _____ State _____ ZIP _____

Owner's Telephone (_____) _____

Mailing address change is for: Sales tax only All taxes
 This location only All locations

New Trade or D/B/A Name _____

Note: Changing your legal entity requires a new registration. See "Resources" in the instructions mailed with your coupon book.

Signature of Taxpayer (Required)

Date

ATTACHMENT N: FDOR SAMPLE CONTRACT

STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT

Sample contract terms for solicitation release. Final contract is developed using the requirements of the solicitation and the response from the successful (awarded) vendor.

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and _____ hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: _____.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be submitted to the following address:

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years,

the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.01, F.S., made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, and employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in _____ and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full

responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1) That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.

2) That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.

3) That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.

4) THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Office of General Counsel.

5) Pertaining to IRS Tax Return information:

a) That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.

b) That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the

contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.

c) That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.

d) That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.

e) That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.

f) To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.

g) That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.

h) That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

i) That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.

j) That it is incumbent upon the contractor to inform its staff of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.

k) That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.

2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor. The contractor, at its expense, will defend the Department against such claims.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.

2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "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>.

3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

4. MyFlorida MarketPlace Fee

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State. For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid 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 re-procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011 the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. 4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its assignee, unless specifically agreed to by the Department in this contract.

5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than _____ days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the 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, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- T. Patents, Copyrights, Royalties and Rights to Products
1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
 2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
 3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
 4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
 5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.
- U. Emergency Preparedness
- That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.
- V. Criminal History Records Checks
- That the Department requires criminal history records checks on any contractor staff, or employees that have access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff or employees who will have access to DOR information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff or employees must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff or employees requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff or employee assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES

1. Granting Access

a) Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:

- *Office Buildings

- *Restricted Rooms within Office Buildings

- *Restricted Data

- *Department Intranet

- *Department Network

- *Data Management Systems such as FLORIDA, CAMS and Suntax

b) A list of contractor and agent staff needing access, whether containing one name or more, shall:

- *Be provided in writing to the Department Contract Manager,

- *Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and

*Be provided at least five (5) business days in advance of the need for access.

- c) Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d) Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e) Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.
- f) Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

2. Changing and Terminating Access

a) For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:

- Separation,
- Termination,
- Reassignment to another project, or
- Change in the type of access required.

b) Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.

c) Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.

d) For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:

- returning all security identification and access devices; and
- obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

3. Access Update

a) The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.

b) Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.

c) The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

X. Reporting Fraud

That any detected or suspected fraudulent activity committed against Revenue, using Revenue resources, or affecting Revenue services must be reported to Revenue immediately in one of the following ways:

1. Using SUNTAX

a) Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item with SUNTAX.

2. Using Ethics Link

a) Individuals with access to Revenue's intranet will select a fraud incident type with Ethics Link to submit a report.

3. Directly to the Office of the Inspector General by calling (850) 617-8152 or sending an email to [Inspector General](#).

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of fraudulent activity.

Revenue will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and /or entities determined to be participants in fraud

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$ _____, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on _____. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. 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 for this contract. For this contract, there shall be () () optional renewal periods. Example: For this contract, there shall be three (3) one (1) year optional renewal periods. Delete this red text example prior to finalizing.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D. Termination

1. That this contract may be terminated by the Department without cause upon no less than () calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and

shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:

3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

4. The name, address, and telephone number of the contract manager for the Department for this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable attachments: ☒ indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
<input type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input type="checkbox"/>	Attachment B	Order of Precedence (and Contract Content)
<input type="checkbox"/>	Attachment C(1)	Required Certifications (Non-Attorney)
<input type="checkbox"/>	Attachment C(2)	Required Certifications (Attorney)
<input type="checkbox"/>	Attachment D	Additional Provisions for Federally Funded Contracts
<input type="checkbox"/>	Attachment E	Certification Regarding Debarment, Suspensions
<input type="checkbox"/>	Attachment F	Certification Regarding Lobbying
<input type="checkbox"/>	Attachment G	Individual Contractor Security Agreement Form
<input type="checkbox"/>	Attachment H	Criminal Background Check Requirements
<input type="checkbox"/>	Attachment I	Compliance with the Florida Single Audit Act (Property Appraiser)
<input type="checkbox"/>	Attachment J	Access to Department Information Resources and Facilities
<input type="checkbox"/>	Attachment K	Other - See attachment for details
<input type="checkbox"/>	Attachment L	OCR Line Detail - re
<input type="checkbox"/>	Attachment M	Other - See attachment for details

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this _____ page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

FLORIDA DEPARTMENT OF REVENUE

SIGNER BY:
NAME: _____

SIGNER BY:
NAME: Joe Young

TITLE:

TITLE: Director, Financial Management

DATE:

DATE:

Contractor MFMP
Vendor #
(Federal EID # or SSN
and MFMP
Extension): _____

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

Approved as to form and legal content

Attachment A to Attachment N – FDOR Sample Contract
Scope of Work

The Scope of Work will be developed utilizing the requirements of the solicitation and the successful bidder's response to this solicitation.

Attachment B to Attachment N – FDOR Sample Contract
Order of Precedence (and Contract Content)

The documents identified in this attachment are incorporated by reference into this contract. Should clarification of a contract requirement be needed or if conflicting language is identified within these contract documents, the order of precedence shall be as follows (#1 having highest precedence):

Precedence #	Document Description
	Florida Department of Revenue Standard Contract # with attachments and subsequent amendments

**Attachment C(1) to Attachment N – FDOR Sample Contract
Required Certifications – Non-Attorney**

I, _____ as an authorized representative of the contractor
certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:
develop this solicitation packet;
perform a feasibility study concerning the scope of work contained in this offer; or
develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, _____, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: _____

**Attachment C(2) to Attachment N – FDOR Sample Contract
Required Certifications - Attorney**

I, _____, as an authorized representative of the contractor certify that:

1. Conflict of Interest

The contractor shall not appear on behalf of any client in any legal or administrative proceeding in which the Department is a party adverse to that client, nor shall the contractor in any way assist in the preparation or presentation of such a case against the Department, nor shall it represent any party in negotiations in which the Department is or may be an adverse party.

2. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- (1) develop this solicitation packet;
- (2) perform a feasibility study concerning the scope of work contained in this offer; or
- (3) develop a program similar to what is contained in this offer.

3. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

4. Disciplinary Actions By Any Bar Association

I agree to advise the Department's contract manager within 24 hours of any action taken by the Florida Bar against me or any member of my firm assigned to the Department contract.

Neither I nor any attorney assigned to perform work for the contract with Department have had or have pending any of the following actions by any state bar association:

- a. Probation, public reprimand, or disbarment by any state bar association.
- b. Any admonishment by a Bar Grievance Committee or any State Court for misconduct during the ten-year period prior to submitting an offer for the award of this contract.
- c. A temporary suspension from any state bar association for any other reason than failure to pay bar dues or failure to complete mandatory C.L.E. credits.

5. Availability

I certify that the Attorney/Firm will be available for consultation with the Department and the current contractors, as needed prior to the effective date of the contract in order to accomplish a smooth transfer of files and data.

6. Attorney/Firm is Free of Conflicts of Interest

The Attorney/Firm is free of conflicts of interest. If Attorney/Firm is not free of all conflicts of interest, I hereby certify that the Attorney/Firm will divest and withdraw from any conflict of interest representation at least fifteen days prior to the effective date of the contract.

7. Debarment and Suspension

Neither I nor any member of my firm is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the proposed contract by any federal department or agency.

If the prospective contractor is unable to certify to any of these statements in the certification of debarment and suspension, such prospective contractor shall attach an explanation.

8. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I or the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

9. Child Support Obligations

I, _____, as an authorized representative of the contractor certify that I and all attorneys and staff in my firm are current and will remain current with respect to any and all court ordered child support, including medical child support, obligations which pertain to him or her.

10. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor certify that I and all attorneys and staff in my firm, and the firm, are in compliance with all state and federal laws, and shall remain in compliance throughout the term of this contract.

By: _____

Date: _____

Attachment D to Attachment N – FDOR Sample Contract

Additional Provisions for Federally Funded Contracts

- 1) The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
- 2) If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
- 3) If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- 4) If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.

Pursuant to 45 CFR 95.617(a), the Department shall “have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation.”

Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, “reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).

6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor’s contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.

7. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.

8. If checked, the following also applies:

*The CFDA number(s) is: 93.563.

*The CFDA title is: Child Support Enforcement.

*The Federal Agency from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature

Name Printed

Date

Attachment E to Attachment N – FDOR Sample Contract
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Contracts/Subcontracts
Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. **CERTIFICATION**
 - (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
 - (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
 - (b) Have not within a three-year period preceding this proposal 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 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 of the offenses enumerated in paragraph B of this certification; and,
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: _____

Date: _____

Attachment F to Attachment N – FDOR Sample Contract
Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. 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.

By: _____

Date: _____

Attachment G to Attachment N – FDOR Sample Contract

Department of Revenue

INDIVIDUAL CONTRACTOR SECURITY AGREEMENT FORM

The Department of Revenue is authorizing you to have access to sensitive data through the use of computer and computer related media and/or printed material that must be protected as identified through the following federal, state, and agency laws, rules, policies, procedures, and regulations.

The contract manager will provide the contractor access to the information marked below in a paper or electronic format, or via access to the information through other electronic means. Those laws, rules, policies, procedures and/or regulations that apply to this contract are noted with a checked box (☒). All contractor staff assigned to this contract must sign this document upon receipt and review of the information below denoted with (☒)

	Contractor initial	Law, Rule, Policy, Procedure or Regulation Title
<input type="checkbox"/>	_____	<p>26 USC 6103 - Section 6103(a); Section 6103(l) (6); and Section 6103(l) (8) refer to confidentiality and disclosure of Federal tax return information provided to DEPARTMENT either directly or indirectly from the IRS. To View Code go to: http://uscode.house.gov/search/criteria.shtml and enter 26 in Title and 6103 in Section and select Search</p>
<input type="checkbox"/>	_____	<p>26 USC 7213 - Section 7213, makes it unlawful for any person to willfully disclose Federal tax return information, as defined in Section 6103 (b), except as authorized. A violation of this federal law is a felony punishable upon conviction by fine up to \$5000, imprisonment for up to 5 years, or both. To View Code go to: http://uscode.house.gov/search/criteria.shtml and enter 26 in Title and 7213 in Section and select Search</p>
<input type="checkbox"/>	_____	<p>26 USC 7213A - Unauthorized inspection of returns or return information; Section 7213A, the “Taxpayer Browsing Protection Act,” makes it unlawful for any person employee or contractor to inspect a federal tax return or information included in the return for any purpose except as authorized and required in the performance of official duties and assigned responsibilities. Violation of this federal law is punishable upon conviction by fine up to \$1000, imprisonment for up to 1 year, or both. To View Code go to: http://uscode.house.gov/search/criteria.shtml and enter 26 in Title and 7213A in Section and select Search.</p>
<input type="checkbox"/>	_____	<p>26 USC 7431(1) - Civil damages for unauthorized inspection or disclosure of returns and return information; Section 7431(a), allows a taxpayer whose Federal tax return information was disclosed to an unauthorized person to bring a civil action for damages against the offender in United States District Court. To View Code go to: http://uscode.house.gov/search/criteria.shtml and enter 26 in Title and 7431 in Section and select Search</p>
<input type="checkbox"/>	_____	<p>IRS Publication 1075 -Tax Information Security Guidelines for Federal, State, and Local Agencies. This publication establishes the rules and guidelines which recipient agencies or agents and contractors must follow to receive, use, and safeguard Federal tax information used or contained in child support cases. To View this publication go to: www.irs.gov/pub/irs-pdf/p1075.pdf</p>
<input type="checkbox"/>	_____	<p>Stop Unax in It’s Tracks (Video), and Contractor Acknowledgement Form</p>
<input type="checkbox"/>	_____	<p>Computer Related Crimes Act, Chapter 815, F.S.</p>
<input type="checkbox"/>	_____	<p>Child Support Enforcement Policy and Procedures Manual Section 1510 Confidentiality Release of CSE Information</p>

Attachment G (Continued) to Attachment N – FDOR Sample Contract

Contractor Initial	Law, Rule, Policy, Procedure or Regulation Title
<input type="checkbox"/> _____	Department of Revenue Internet, E-mail and Personal Computer Usage Policy (DOR-1099-009B - Effective 08/18/2010) Department Reference: http://dorweb01/library/ASP/Emp_Serv/netpolicy.pdf
<input type="checkbox"/> _____	Confidential Information Policy (DOR 1110-001B – Effective 1/7/2011) Department Reference: http://Departmentweb01/library/ASP/Emp_Serv/0101-10.pdf
<input type="checkbox"/> _____	Standards of Conduct (EX-070002 – Effective 11/1/2008) Department Reference: http://dorweb01/library/ASP/Emp_Serv/standards_of_conduct.pdf
<input type="checkbox"/> _____	Drug-Free Workplace Policy (DOR-1080-013B – Effective 01/03/2011) Department Reference: http://dorweb01/library/ASP/Emp_Serv/drugfree_workplace.pdf

I acknowledge receipt of and agree to comply with the above applicable federal, state, and agency laws, rules, policies, procedures, and regulations.

Contractor Name
Representative

Date

Signature of Authorized Contractor

Attachment H to Attachment N – FDOR Sample Contract

Criminal History Records Check Requirements

DOR will require the contractor to conduct criminal history records checks of all contractor staff or employees that have contact with DOR facilities or DOR information resources. No later than (7) seven business days after the contract is signed by the contractor, the contractor must present a list to the DOR Contract Manager of all its contractor staff or employees who will have contact with DOR information resources or facilities.

The criminal history records check must be completed for those so designated within 30 days. If the Contractor adds additional contractor staff or employees during the term of the contract that have contact with DOR facilities or DOR information resources, the names of those person(s) must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which contractor staff or employees require a criminal background check. The check must be completed within 30 days of notification to the Contractor.

Criminal history records checks must be conducted through the state crime bureau in each state where the contractor staff or employees indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history check records identified must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the contractor staff or employee(s) from the worksite and terminate the contractor staff or employees access to DOR information resources.

The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior Criminal History Records Check as long as the Contract is in force.

Contractor Acknowledgment (Understand and Agree)

Contractor/Entity Name:

Contact Representative:

(Print Name)

Signature:

Attachment I to Attachment N – FDOR Sample Contract
COMPLIANCE WITH THE FLORIDA SINGLE AUDIT ACT

The administration of resources awarded by the Department of Revenue to the recipient may be subject to audits and/or monitoring by the Department of Revenue, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department of Revenue staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Revenue. In the event the Department of Revenue determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of Revenue staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Revenue by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Revenue. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of Revenue by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Revenue, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part II audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Revenue at each of the following addresses:

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of Revenue for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following (If the State awarding entity, pursuant to Section .320(f), OMB Circular A-133, wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State awarding agency should replace the above language with the following language) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Revenue at each of the following addresses:

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Revenue at each of the following addresses:

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. (The State awarding agency should use the following language, if applicable) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department of Revenue at each of the following addresses:

5. Any reports, management letter, or other information required to be submitted to the Department of Revenue pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Revenue for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Revenue, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Revenue, or its designee, CFO, or Auditor General upon request for a period of (specify appropriate number of years, should be at least three years) years from the date the audit report is issued, unless extended in writing by the Department of Revenue. NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

ATTACHMENT I EXHIBIT 1 to Attachment N – FDOR Sample Contract

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$
(amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$
(amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Revenue for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT J to Attachment N – FDOR Sample Contract

Access to Department Information Resources and Facilities

We agree to provide a list of contractor and agent staff needing specific authorized access to the Department Contract Manager in writing, no later than five (5) business days prior to the requested effective date.

We understand the information to be provided includes at a minimum, name, role, telephone number, E-mail address, work location, access desired justification for the specific access requested and the effective date for each person listed.

We understand that upon receipt of a request to grant specific authorized access, the Department Contract Manager will determine the appropriateness of each access request.

We understand staff may be required to sign, read, receive training on or view Department or other agency security forms, information or policy to gain access.

We understand that until such access is formally granted and written confirmation is provided by the Department Contract Manager, contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.

We agree to provide notice to the Department Contract Manager of any separation, termination, reassignment or change to access previously granted to contractor or agent staff no less than five (5) business days in advance of the change. At a minimum, notice shall include name, role, telephone number, E-mail address, nature of the change and effective date of the change.

On or before staff separation, termination or reassignment off the project, for each contractor or agent staff, we agree to:

provide to the Department Contract Manager, all security identification and access devices issued for this project; and

obtain written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

We agree that Contractor or agent staff will not share user names, passwords, or security devices provided by the Department for specific access to Department information resources and facilities.

We agree to provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

We understand the Department may request an updated list of persons having access and we agree to provide the list within two (2) business days of the request.

Contractor Acknowledgment (Understand and Agree)

Contractor/Entity Name:

Contact Representative:

(Print Name)

Signature:

Date: