



**STATE OF FLORIDA
DEPARTMENT OF VETERANS' AFFAIRS
PURCHASING BUREAU**

INVITATION TO NEGOTIATE (ITN)


FDVA-ITN-12-003N

**ITN TITLE: FLORIDA DEPARTMENT OF
VETERANS' AFFAIRS
MEDIA SERVICES**

**ITN ISSUE DATE: MONDAY, MARCH 19, 2012
SUBMITTAL DUE DATE: FRIDAY, APRIL 6, 2012 BY 3:00PM
LOCAL TIME**

Refer All Inquiries To:

**Scott H. Gerke, CPPO, CPPB
State of Florida
Department of Veterans' Affairs
Mary Grizzle Bldg. Suite 311-K
11351 Ulmerton Road
Largo, Fl. 33778-1630
Phone: 727-518-3202 x5557
Fax: 727-518-3407
Email: gerkes@fdva.state.fl.us**

Submit To: FLORIDA DEPARTMENT OF VETERANS' AFFAIRS <u>DIVISION OF ADMINISTRATION and PUBLIC INFORMATION</u> PURCHASING DEPARTMENT MARY GRIZZLE BLDG, ROOM 311K Mail To Address: 11351 ULMERTON ROAD, LARGO FL. 33778-1630 Telephone: (727) 518-3202 x 5557 E-Mail: gerkes@fdva.state.fl.us	STATE OF FLORIDA DEPARTMENT OF VETERANS' AFFAIRS INVITATION TO NEGOTIATE ACKNOWLEDGEMENT FORM 
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Pages 1 of 55 Pages	SUBMITTALS ARE DUE AND WILL BE OPENED ON: FRIDAY, APRIL 6, 2012 @ 3:00pm LOCAL TIME and may not be withdrawn within 60 days after such date and time.	BID NO: FDVA-ITN – 12 – 003N
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ISSUE DATE: MONDAY, MARCH 19, 2012 NUMBER OF COPIES REQUIRED: ONE (1) ORIGINAL AND FIVE (5) COPIES.	TITLE: FLORIDA DEPARTMENT OF VETERANS' AFFAIRS MEDIA SERVICES
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VENDOR NAME: FEDERAL TAX ID NUMBER: VENDOR MAILING ADDRESS	DEADLINE FOR ANY WRITTEN QUESTIONS: TUESDAY, MARCH 27, 2012 BY 5:00 P.M. LOCAL TIME
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CITY – STATE – ZIP AREA CODE	PHONE NUMBER FREE NUMBER:
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I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services, 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 response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In conducting negotiations with an agency for the State of Florida, respondent offers and agrees that if this proposal is accepted, the respondent 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 respondent.	POSTING OF INTENT TO AWARD Intent to award will be posted for review by interested parties in the MyFloridaMarketPlace Vendor Bid System as well at the location where submittals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), 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. <hr style="width: 80%; margin: auto;"/> AUTHORIZED SIGNATURE (MANUAL) <hr style="width: 80%; margin: auto;"/> AUTHORIZED SIGNATURE (TYPED) TITLE
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PLEASE NOTE:
FROM TIME TO TIME, ADDENDUM MAY BE ISSUED TO THE INVITATION TO NEGOTIATE. ANY SUCH ADDENDUM WILL BE POSTED ON THE STATE OF FLORIDA'S VENDOR BID SYSTEM (VPS). BEFORE SUBMITTING YOUR RESPONSE YOU SHOULD CHECK THE VPS TO DOWNLOAD ANY ADDENDUM THAT MAY HAVE BEEN ISSUED. PLEASE REMEMBER TO SIGN AND RETURN ADDENDUM ACKNOWLEDGEMENT FORM SECTION "VII" WITH COMPLETE RESPONSE PACKAGE IF APPLICABLE.

RETURN THIS SHEET WITH YOUR SOLICITATION PACKAGE

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SECTION "I"
INTRODUCTION

CONTENTS:

1. Purpose
2. Timeline
3. Issuing Office

1. **Purpose:** The purpose of this Invitation to Negotiate (ITN) is to acquire a broad range of public relations expertise and counsel, to include product branding, and development and distribution and/or buying services of products for radio, television, website, internet, print and public service announcements to enhance the established communications efforts of the Florida Department of Veterans' Affairs. For information on the department and its existing outreach activities, visit www.FloridaVets.org.

2. **Timeline:**

ACTIVITY	DATE
Issue ITN	Monday, March 19, 2012
Questions from Respondents Due (No later than 5:00 pm Local Time)	Tuesday, March 27, 2012
Post Responses to Respondent's Questions "Anticipated"	Thursday, March 29, 2012
ITN Responses Due/Opening Date (3:00 pm Local time) (See Page 2 for address)	Friday, April 6, 2012
Evaluate Responses "Anticipated Date"	Monday, April 9, 2012 to Monday April 16, 2012
Evaluation Meeting "Anticipated Date"	Monday, April 16, 2012
Posting of Evaluation Scores	Tuesday, April 17, 2012
Negotiations "Anticipated Date"	Friday, April 20, 2012 to Friday, May 4, 2012
Post Notice of Intent to Award "Anticipated Date"	Tuesday, May 8, 2012
Contract Award	Monday, May 14, 2012

Note: Dates are subject to change with out notice

3. Issuing Office.

(a) The points of contact with the FDVA for purposes of this solicitation are the Purchasing Officer, or the Purchasing Specialist/Contract Manager, identified as follows:

Primary

Scott H. Gerke, CPPO, CPPB
Purchasing Officer
Florida Department of Veterans' Affairs
11351 Ulmerton Rd, Room 311-K
Largo, FL 33778-1630
Telephone: (727) 518-3202, x5557
Fax: (727) 518-3407
E-mail: gerkes@fdva.state.fl.us

Alternative

Tim Shaw, FCCM
Purchasing Specialist
Florida Department of Veterans' Affairs
11351 Ulmerton Rd, Room 311-K
Largo, FL 33778-1630
Telephone: (727) 518-3202, x5575
Fax: (727) 518-3407
E-mail: shawt@fdva.state.fl.us

(b) The respondents shall not contact any other office or employee of the FDVA for information with respect to this solicitation. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation.

SECTION II
INTRODUCTORY INFORMATION

Contents

1. **Definitions of Terms**
2. **Purpose**
3. **Term**
4. **Renewal**
5. **Funding Source**
6. **FDVA Vision**

1. **Definitions of Terms:**

- (a) **Contract Administrator:** The Contract Administrator, located at Florida Department of Veterans' Affairs (FDVA), Largo Headquarters, will be responsible for administering the terms and conditions of the contract and exercising any optional renewals, if applicable. The Contract Administrator will be the central point of contact for all contractual matters, as well as any contract disputes between the Contractor and FDVA that cannot be resolved at the local level. The Contract Administrator shall serve as a liaison between the Contractor and the Department during the Term of this Contract.
 - (b) **Department:** The FDVA, or its successor in interest. This term includes officers, agents, and employees of the FDVA.
 - (c) **External Communications:** Any exchange of information regarding this solicitation that originates outside of FDVA and its employees.
 - (d) **FDVA Project Manager:** The Project Manager in Largo, FL is responsible for all functional/technical aspects of this contract and through whom all Quality Assurance Monitors' (QAM) reports are forwarded. The Project Manager will be responsible for reviewing and assessing all written required reports and forwarding these to the Contract Administrator.
 - (e) **"Contractor":** Contractor means any person who contracts to sell commodities or contractual services to an agency.
3. **Term:** The initial term of the contract resulting from this solicitation shall be for a period of one (1) year following the execution of a contract/agreement.
4. **Renewal:** The contract resulting from the solicitation may be renewed, in whole or in part, for the period, not exceed, three (3) years. The price for each potential renewal shall be submitted with the offer for evaluation by FDVA. The renewal may not include any compensation for cost associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract/agreement. Any renewal shall be contingent upon satisfactory performance evaluations by FDVA and subject to availability of funds.
5. **Funding Source:** Funding of \$70,000.00 has been identified as potentially being available for the time period ending June 30th, 2012. Should additional funding becomes available; FDVA exercises its discretion at requesting additional services.
6. **FDVA Vision:** The Florida Department of Veterans' Affairs is a state agency responsible for assisting, without charge, Florida's more than 1.6 million veterans, their families and survivors in improving their health and economic well-being through high quality benefit information, advocacy, education and long-term health care.

SECTION "III"
State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Severely Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

- (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to

assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
- 14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement 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 re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

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

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, F.S. 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://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a

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

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

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms

beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or Installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Severely Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of Section- 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION "IV"
State of Florida
PUR 1001

General Instructions to Respondents

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1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
- an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

NOTE: Refer to Section "V" #13 Submittal on page 33.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
- Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

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

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

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in Section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in Section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect

to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- 10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

- 11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcv.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

SECTION "V"
Special Instructions To Respondents

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18. Insurance Requirements
19. Invoices and Payment
20. Modifications
21. Rejection of Submittals
22. Withdrawal of Submittals
23. Late Submittals or Modifications
24. Employment Eligibility Verification
25. Scrutinized Companies:
26. Submittal Content Requirements
27. Evaluation of Submittals

1. **Sealed Submittals:** All submittal sheets and the original forms must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) If pricing is not submitted the submittal shall be rejected. All submittals are subject to the conditions specified herein. Submittals that do not comply with these conditions are subject to rejection.

2. **Submittal:** Submittals must be received by Florida Department of Veterans' Affairs (FDVA) before the specified time and date:
 - (a) Submittals will be opened immediately after the submittal due date and time by the Florida Department of Veterans' Affairs, Mary Grizzle Bldg., Room 311-K, 11351 Ulmerton Road, Largo, Florida 33778-1630. The public may attend the proposal opening, but may not immediately review any submittals. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3) (m), all submittals shall be subject to review as public records ten (10) days from opening, or earlier if an intended decision is reached before the ten day period expires.
 - (b) Submittals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Florida Department of Veterans' Affairs. The name and address of the firms, the date and hour of the submittal, and the project title shall be placed on the outside of the package.
 - (c) Submittals must follow the format of the ITN and structure their responses to follow the sequence of the ITN when submitting a submittal. The submittals will be evaluated based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
 - (d) Respondents must have experience in work of the same or similar nature, and must provide references that will satisfy FDVA. Respondents must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified.
 - (e) FDVA does not pay Federal, Sales or State Tax. A Tax Exempt Certificate will be available upon request
 - (f) Respondents shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
 - (g) Respondents shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material as required by the ITN conditions. No plea of ignorance by the Respondent of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of FDVA or the compensation to the vendor.
 - (h) Respondents are advised that all FDVA contracts/agreements are subject to all legal requirements provided for in the FDVA Purchasing Policy and the State Statutes.
 - (i) Respondents are advised that exceptions to any of the terms contained in this ITN or the attached documents must be identified in its response to the ITN. Failure to do so may lead FDVA to declare any such term non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
 - (j) If no request for clarification is submitted by Respondent, all conditions and requirements contained within shall be deemed accepted and understood by Respondent.

3. **Qualifications:** Award of this contract/agreement shall be made to the submittal which is responsive in all respects to these procurement requirements, and where the Respondent is determined to be a responsible Respondent, a determination that shall be made solely at the discretion of FDVA. The Respondent affirms and declares:
 - (a) They have the capacity to do business within the State of Florida.
 - (b) They have the capability to assure completion of the required services within the time specified under this contract.
 - (c) They presently have the necessary facilities, experience, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
 - (d) The Respondent is of lawful age and that no other person, firm or corporation has any interest in this submittal or the contract proposed to be entered into.
 - (e) They are not in arrears to the State of Florida upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the State of Florida
 - (f) No member, officer, or employee of FDVA during their tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
 - (g) To be "qualified" by FDVA, they must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
 - (h) The Firm is not on the Comptroller General's list of ineligible contractors.

4. **Rights of FDVA:** In addition to all other rights of FDVA under Florida law, FDVA specifically reserves the following:
 - (a) FDVA reserves the right to rank firms.
 - (b) FDVA reserves the right to select the submittal that it believes will serve the best interest of FDVA.
 - (c) FDVA reserves the right to reject any or all submittals without cause.
 - (d) FDVA reserves the right to cancel any submittal without cause.
 - (e) FDVA reserves the right to remedy or waive technical or immaterial errors in the ITN.
 - (f) FDVA reserves the right to request any necessary clarifications or submittal data without changing the terms.
 - (g) FDVA reserves the right to make selection of the Contractor to perform the services required on the basis of the original submittals without a presentation.
 - (h) FDVA reserves the right to accept and award item by item, and/or by group, or in the aggregate.

5. **Oral Presentation:** An oral presentation of the submittal may be requested of any firm, at the Evaluation Committee's discretion.

6. **Cost Incurred:** All expenses involved with the preparation and submission of the submittal to FDVA, or any work performed in connection therewith, shall be born solely by the Respondent(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Contractor(s) prior to contract commencement.

7. **Licenses and Permits:** The successful Contractor agrees to secure all necessary licenses and permits and agrees to comply with all Federal, State and Local Laws, as well as local ordinances, rules and/or regulations that in any manner could affect the work. The successful Contractor is responsible for determining and paying any fees that may be necessary to perform this contract.
8. **Order of Precedence:** Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. 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:
- Statement of Work
 - Agreement
 - Special Instructions To Respondents
 - General Instructions to Respondents (PUR 1001)
 - General Contract Conditions (PUR 1000)
 - Forms
- The Department 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.
9. **Who May Respond:** The Department will accept responses from capable business organizations, who are in good standing with the State of Florida, satisfying the terms of the solicitation documents

By submitting a response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and / or documentation. **Failure to supply supporting information and / or documentation if requested may result in disqualification of the bid.**

10. **MyFloridaMarketPlace:** Since Dec 15, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE PROPOSAL OPENING OR THEY WILL BE CONSIDERED NON-RESPONSIVE. All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com> to complete on-line registration, or call 1-866-352-3776 for assisted registration. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:
- Company name
 - Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
 - Tax filing information – Including the business name on your 1099 tax form (where applicable)
 - Location information

- A business name for each company location (if different from the company name)
- A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
- A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides. These codes can be found in MyFloridaMarketPlace.
- CMBE (Certified Minority Business Enterprises) information if you are a certified minority business.
- If the firm is a current vendor to the State of Florida, re-registration will require a State-issued sequence number and PIN—available from the Department of Management Services by faxing a request on company letterhead to 850-414-8331.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. Part of the Vendor Registration activity includes a section on terms and conditions in which a vendor accepts an agreement to pay a 1% fee on all agency purchases effective July 1, 2003. This fee does not apply to existing contracts or those exempted by Rule 60A-1.032 (See http://marketplace.myflorida.com/related/proposed_rule.htm). Vendors will also still need to sign up for electronic notification in bids via the Vendor Bid System (VBS). We look forward to working with you in MyFloridaMarketPlace. If you have any questions about the registration process, please contact the Vendor Help Desk at 1-866-FLA-ePRO (352-3776) or by e-mailing VendorHelp@myflorida.com. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment or close of solicitations. **Vendors are responsible for checking the Vendor Bid System for information and updates concerning solicitations.**

11. **Addendums to the Solicitation Documents:** The Department reserves the right to issue addendums to the solicitation. Notice of any addendum will be posted within the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and / or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the site(s) for new or changing information concerning this solicitation.
12. **Oral Instructions, Questions & Answers:** No negotiations, decisions, or actions will be initiated or executed by a respondent as a result of any oral discussions with a State employee. Only written inquiries from respondents, which are signed by persons authorized to contractually bind the respondent, will be recognized by the Department as duly authorized expressions on behalf of the respondent. Written questions shall be submitted by, Tuesday, March 27, 2012, **no later than 5:00pm Local Time**, to: **Scott Gerke, gerkes@fdva.state.fl.us, (727) 518-3202, x5557 or fax (727) 518-3407.** Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. The Department's written response to written inquiries submitted timely by respondents will be posted on the Florida Vendor Bid System at www.myflorida.com on Monday, March 19, 2012.

- 13. Submittal: This Section supersedes Section IV #3, Electronic Submission of Responses:**
- a. Respondents will submit their proposal by mail to the attention of the Contact Person in Section I of the solicitation. The outer packaging of mailed documents shall clearly state: ITN Title and Number and the ITN Responses Due Date and Time from the Timeline as listed on the Acknowledgement form of the solicitation. Further, it is the Respondents' responsibility to clearly identify on the outer packaging of the bid submission documents any Vendor Preference certifications which are applicable to their response. Failure to provide all required information on the solicitation response may result in rejection of the response.
 - b. Each Respondent is responsible for ensuring that their response is submitted **prior to 3:00 p.m. Local Time on Friday, April 6, 2012**. The Department shall not consider late submittals after the due date and time specified above or as the due date and time may be changed by amendment of this solicitation.
 - c. Prices shall be submitted as per page 38 "Submittal Content Requirements" of the solicitation. All pricing shall be in United States Dollars (USD) (\$; e.g., \$1.00).
- 14. Alternate Submittals:** Respondents may not submit more than one response. The Department seeks each Respondent's single-best response.
- 15. Vendor Preference Certified Service-Disabled Veteran Business Enterprise:**
The FDVA, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a **certified service-disabled veteran business enterprise**, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise.

Notwithstanding Section 287.057(12) F.S, if a service-disabled veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services that are equal with respect to all relevant considerations, including price, quality, and service, then the state agency shall award the procurement or contract to the business having the smallest net worth.

(For Information on Certification Procedures for Vendor Preference programs, contact Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.)

The Office of Supplier Diversity's function is to improve business and economic opportunities for Florida's minority, women, and service-disabled veteran business enterprises. Efforts towards this goal can be categorized into the following primary functions; Certification of Business Enterprises, Advocacy and Outreach, and Matchmaking Activities. Office of Supplier Diversity's web-site is <http://osd.dms.state.fl.us>.

16. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplaces of Florida's businesses and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical (tie) Responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Appendix "A" of this solicitation.
17. **Response:** Interested vendors should respond to this ITN by submitting a proposal that includes, at a minimum, the information identified above such as qualifications and methodology for performing the above-described services and cost structure associated with providing the services.
18. **Insurance Requirements:** Before beginning work (including pre-staging personnel and material) the Contractor shall obtain insurance at their expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. Insurance must be maintained throughout the entire term of the Purchase Order/Contract. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of B+ as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Comp, FDVA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request.

The Contractor shall provide to the Project Manager as satisfactory evidence of the required insurance, either:

- A Certificate of Insurance, or
- A Certified copy of the actual insurance policy

FDVA, at its sole option, has the right to request a certified copy of policies required by this contract. Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least 30 days notice is given to FDVA.

The acceptance and approval of the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. FDVA will be included in Contractor's broad form as additional insured on all policies, except Workers' Comp.

Requirements – Commercial General Liability with, at minimum:

Premises Operations
Produces and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

The minimum limits shall be \$ 1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the Purchase Order/Contract.

Workers' Compensation – Prior to beginning work, Contractor shall also obtain Workers' Comp Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain throughout the life of the Purchase Order/Contract.

- 19. Invoices and Payment:** Contractor shall submit an invoice, in triplicate, to the attention of the Department's appointed project manager. The vendor's Federal Employment Identification Number and the Department's Purchase Order Number must appear on all invoices. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractors' rights and the State Agency's responsibilities concerning interest penalties and time limits for payment of invoices. The Department's project manager or their successor shall be responsible for monitoring performance of the contract terms and conditions and he shall serve as liaison with the contractor and shall approve all invoice prices for payment.

Special Note: The MyFloridaMarketPlace team (MFMP) is supporting the Department of Financial Services (DFS) with its W-9 initiative that impacts all vendors that do business with the State of Florida.

State of Florida vendors **must** register and complete an electronic Substitute Form W-9 in preparation for the 3 percent Federal withholding law that takes effect January 1, 2012. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. Vendors must submit valid information to DFS prior to October 2011 or vendors will not receive further payments from the state. Learn more and register for a webinar at <http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>.

- 20. Modifications:** This ITN represents what FDVA believes to be in the best interest of the Department. FDVA reserves the right to change, add, or delete any requirements from the ITN if FDVA deems it to be in its best interest.

21. **Rejection of Submittals:** FDVA may reject a proposal if:
 - (a) The respondent misstates or conceals any material fact in their submittal, or;
 - (b) The submittal does not conform to the laws or requirements of ITN, or;
 - (c) FDVA may reject all submittals, with or without cause, whenever it is deemed in the best interest of FDVA to do so. FDVA may waive minor informalities or irregularities if it chooses. FDVA will determine what constitutes "minor" dependent upon its needs and best interests.
 - (d) FDVA, in its sole discretion, shall determine whether or not a respondent is responsible and/or responsive.

22. **Withdrawal of Submittals:** Submittals may not be withdrawn after the time/date the proposal is due. Submittals may be withdrawn prior to the Due Date/Time provided the request to withdraw is provided to the Purchasing Officer or designee, in written form.

23. **Late Submittals or Modifications:** Submittals and modifications received after the Due Date/Time are not accepted. Written modifications received prior to the Due Date will be considered if received at least two working days.

24. **Employment Eligibility Verification:** E-verify: Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - (a) all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within 3 business days after the date of hire; and
 - (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract with the Department within 90 calendar days after the date the Contract is executed or within 30 days after such persons are assigned to perform work pursuant to the Contract, whichever is later.

25. **Scrutinized Companies:** In accordance with Section 287.135, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or cost.

26. **Submittal Content Requirements:** The submittal shall consist of, but not limited to the following:

The following paragraphs detail the instructions and order to be followed in preparing a response to this ITN. FDVA reserves the right to reject any submittal as non-responsive if the quote fails to include any of the required information in the specified order. Each part of the submittal should be clearly labeled and tabbed for easy reference. The submittal shall be submitted in an 8 ½" by 11" format with foldouts utilized with all sections tabbed as necessary.

 - (a) **Cover Letter:**

The cover letter shall contain the name of the organization, contact person, title, address, telephone number and web-site address.
 - (b) **Table of Contents:**

The Table of Contents should identify locations of all sections in the submittal.

(c) Submittal Information:

1. Qualifications of the Firm:
 - a. The firm's history and experience relevant to the FDVA needs should be discussed including a description of the firm's direct media experience with contracts of similar size, scope and complexity.
 - b. The response shall also describe relevant media experience working with state agencies.
 - c. The response to this section should identify similar projects undertaken by the firm or team within the last five years. The firm's or team member's actual role in those listed projects must be documented. The appropriate references, names and telephone numbers should be provided.
 - d. Provide a reference list as per Section "VII" of at least four (4) customers/clients for whom they have performed similar services and must provide contact information.
 - e. Provide a description of the level of familiarity with the State of Florida.
2. Qualifications of Staff:
 - a. This section shall contain the firm's staffing plan, which shall identify the Project Manager and other key staff who would be assigned to the contract, and shall discuss the direct media qualifications and experience of each key individual. At a minimum, this section should include a short biography and experience of each key employee proposed by the firm or team and summary of relevant media experience. A roster and resumes of key personnel (limited two pages per person), to include each individual's title and assigned office location.
 - b. A Project Manager must be identified with an indication of how much time will be committed to this project. The Project Manager shall coordinate all necessary consultation, data collection, hearings and meetings with FDVA's staff. The Project Manager shall meet with FDVA on a monthly basis or as required by FDVA. Key staff must also be identified. No changes in key personnel listed in the quote are to be made without written notification to and concurrence by FDVA.
 - c. The response must include a proposed project management plan, identifying project staff (including sub-consultants) for this project by major task activity. An estimate of time commitments to those major work tasks must be provided. An organizational chart of the Respondent must be provided. Time availability for those persons identified must be provided.
3. Approach and Work Plan:
 - a. A description of the project approach should be provided. In this project approach, an understanding of the technical work required under the Statement of Work in this ITN should be demonstrated. The methods that the Respondent will utilize to approach the work effort should be described, as well as any recommended changes to the Scope of Work. Demonstrate how consultant will meet the required deadline and submit a time line schedule.

4. Cost Schedules:
 - a. Cost schedule must include the total cost of the project, the number and type of staff assigned to each component of the plan, the number of hours and the hourly rate assigned to each plan component.

27. Evaluation of Submittals: The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified Submittals. Respondents shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittals.

Submittals will be evaluated by an evaluation committee based on the following criteria:

Evaluation Criteria	Factors Considered	Weight
Qualifications of the Firm	<ul style="list-style-type: none"> • Firm's history and experience relevant to the FDVA including a description of the firm's direct media experience with contracts of similar size, scope and complexity. Media experience working with state agencies. • Demonstrate the level of familiarity with the State of Florida. • Identification of similar projects undertaken by the firm or team within the last five years • Results of customer references related to similar projects as listed in Section VII 	20%
Qualifications of Staff	<ul style="list-style-type: none"> • Media experience of members of project management team. • Availability of key project personnel. • An estimate of time commitments for major work tasks • Organizational chart 	20%
Approach and Work Plan	<ul style="list-style-type: none"> • Understanding of the services required under the Statement of Work. • Project management plan and project schedule. • Demonstrating the approach to the work effort, as well as any recommended changes to the Statement of Work. 	40%
Cost Schedules	<ul style="list-style-type: none"> • The detail of the cost schedule and total cost for the entire project. 	20%

Use of the following rating scores to rate the submittal		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The submittal exceeds all requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The submittal meets all requirements for the services component as specified. The approach is comprehensive and complete in every detail. The submittal approach contains some innovative details for some of the components specified.
Adequate	3	The submittal meets all requirements for the services component specified.
Poor	2	The submittal does not meet all of the requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The submittal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Respondent's submittal does not address the service component specified, or the evaluator is not able to locate the information in the Respondent's submittal.

Evaluation of Cost for Submittals: Lowest total cost submittal would receive the maximum of 5 points X weighted percentage.

All others will receive a score that is equal to 5 points minus the percentage difference above the lowest total cost submittal.

- 28. Negotiation Process:** Using the evaluation criteria specified above, the Department shall evaluate and rank responses. At the Department's sole discretion, it may negotiate with one or more Respondents per recommendation of the evaluation team. The Department intends to conduct negotiations with the Respondent whose submittal demonstrates the best ability to meet the needs of the Department and provides the best value to the State. The Department will negotiate with Respondent(s) either serially or concurrently.

The Respondent(s) may be requested to make a presentation and provide additional references and information. The Department reserves the right to require attendance by particular representative of the Respondent(s). Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda and copies of any visuals or handouts, and shall become part of the Respondent(s) response. Failure to provide the requested information may result in rejection of its response.

After sufficient negotiations, the Department will request a Best and Final Offer from all Respondents with it negotiated for final consideration prior to a final award decision. After submission of Best and Final Offer to the Purchasing Officer, the Department reserves the right to clarify any element of required deliverable or further negotiate pricing with a single Respondent or all qualified Respondents prior to final award.

In addition, subsequent to establishing a Contract/Agreement resulting from this solicitation See Attachment "A" for sample), if the Department determines the additional services within the scope of the work, additional minimum specifications, modifications or deletions are needed and it is in the Department's best interest to amend the statement of work with regards to the specified service delivery, then the Department may enter into negotiations with the Contractor to amend the Contract/Agreement.

In the event any contract resulting from this solicitation is terminated early by either party, the Department reserves the right to negotiate with the next highest-ranked responsive and responsible Respondent.

At any time during the solicitation process, the department may reject any and all responses and may modify its statement of work sought, tasks to be performed and the deliverables.

SECTION "VI"
STATEMENT OF WORK

1. **Objective:** Obtain a Public Relations / Media Consulting firm capable of providing counsel, products and delivery function capable of reaching a large segment of Florida's population of veterans, families and survivors through Television, Radio, Social Media, Internet, Website, etc, given the limitation on funding while branding FDVA in the process. Also, guarantee placement on designated advertising mediums if using paid services. Firm would work closely with existing Communications Office of the Florida Department of Veterans' Affairs.

2. **Background:** Since 1944, Florida has recognized the need for a state entity to ensure that Florida's military veterans have maximum access to benefits guaranteed by federal law. In 1988, Florida citizens endorsed a constitutional amendment to create a separate agency, the Florida Department of Veterans' Affairs, with the charter to provide advocacy and representation for Florida's veterans and their families to assist with the needed interactions with the U.S. Department of Veterans Affairs. Quality advocacy increases federal benefits for Florida's veterans, improves the quality of life for veterans with service-connected disabilities, and provides access to federally-funded medical care for eligible veterans. FDVA takes pride in helping all veterans and their families. We continue to support and assist war time and peace time veterans as well as reaching out to educate, reintegrate and facilitate the claims for those veterans' who have serve our country.

3. **Services:** Contractor shall provide professional services to develop a plan that is consistent with this ITN. Contractor must maximize available funds on very limited budget by methods including but not limited to obtaining matching funds through airtime and inventory; obtaining the lowest possible price per spot and placement; design websites; maximizing the public service announcements; and maximized the best and efficient way to reach FDVA's target audience. The target audience is Florida's more than 1.6 million veterans, their families and survivors. Contractor must demonstrate the experience and capability to deliver and execute the requirements as stated in this Invitation to Negotiate. Development and implementation of a year-to-year media plan, supporting FDVA's vision which includes communicating to Florida's more than 1.6 million veterans, their families and survivors the benefits offered. Required activities will include, but are not limited to the following:
 - 1) Responsible for selection of cost effective advertising mediums, agencies/public relations firms for Florida Department of Veterans' Affairs (FDVA) Benefits media campaign efforts.
 - 2) Responsible for selection, processing of, and distribution of Print Media items to include firms for printing of FDVA promotional/publicity information.
 - 3) Provide recommendations for and/or conduct projection/publicity of Benefits information available to Veterans through Electronic & Print Media.
 - 4) Provide "high resolution" stock photography to support agency media products.
 - 5) Responsible for providing desktop publishing support to agency developed media items. FDVA currently uses *Adobe InDesign CS3* as its desktop publishing software.
 - 6) Dissemination of FDVA's publicity material to nontraditional outlets for its onward distribution to potential claimants and/or clients.
 - 7) Preparation of FDVA Year Book for each state fiscal year. (This could be more of a strategic plan with historical/noteworthy events occurring the previous fiscal year.)

- 8) Provide distribution of printed Press Releases and Media items, i.e. Electronic & Print of all Veteran Bills, Programs, Initiatives, etc and provide tracking of released media. (Provides agency a metric for agency performance.)
 - 9) Arranging media spots, Public Service advertisements (free), pre-press conferences as and when needed.
 - 10) Printing of event-specific flyers, brochures, pamphlets, etc.
 - 11) Any assignment given by the FDVA Competent Authority.
 - 12) Internet media.
 - 13) Provide Website redesign or design recommendations and support.
4. **Reports:** When the contract/agreement requires the delivery of reports to FDVA's Project Manager, receipt by FDVA shall not be construed to mean or imply acceptance to those reports. FDVA reserves the right to reject reports as incomplete, inadequate, and/or unacceptable according to the terms and conditions of the contract/agreement. FDVA at its option; may allow additional time where the Contractor may remedy the issues with the report. FDVA has the option to declare the contract/agreement to be in default if a Contractor has not cured the issues with the report and/or performance.
5. **Deliverables:** FDVA shall develop the deliverables to be incorporated into the contract/agreement resulting from the ITN and through the negotiation process.
6. **Performance Measures:** FDVA will develop performance measures to be incorporated into the contract/agreement resulting from the ITN and through the negotiation process. Contractor shall perform all service required by this contract/agreement within the time specified by FDVA. All services shall be performed in the most highly professional manner, in the best interest of FDVA, and accordance with industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this contract/agreement shall constitute breach of contract.
7. **Ownership of Work Product:** All work product of the Contractor that results from this contract/agreement are the exclusive property of FDVA. All original materials shall be stored at the Contractor's place of business. Before final payment to the Contractor, all original material shall be rendered to FDVA.
8. **Production Costs:** No mark-up shall be charged on materials or services provided by subcontractors to Contractor.
9. **Media Buying:** All media discounts received by the Contractor shall be passed onto FDVA.

SECTION "VII"
RESPONDENT'S REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR SUBMITTAL BE REVIEWED AND PROPERLY EVALUATED.

FIRM'S NAME: _____

BUSINESS ADDRESS (COMPLETE): _____

CONTRACTOR FEDERAL I.D. # _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

PRINT AUTHORIZED NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

2. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

3. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

4. COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

CONTACT: _____

E-MAIL: _____

SECTION "VIII"
SUBMITTAL FORM

REQUIRED SUBMITTAL FORM:

NOTE: In submitting a response, the Respondent acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the firm. I certify that the response submitted is made in conformance with all requirements of the solicitation.

FIRM'S NAME: _____

MAILING ADDRESS (COMPLETE): _____

FEDERAL I.D. # _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

PERSON TO CONTACT AFTER AWARD: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS INT RESPONSE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SUBMITTAL.

PRINT AUTHORIZED NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

SECTION "IX"
ADDENDUM ACKNOWLEDGMENT FORM

If any Addenda were issued; the following statement applies:

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDUM MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION.

ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.

Company _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Print Name _____ Title _____

Signature _____

Note: Prior to submitting the response to this solicitation, it is the responsibility of the submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addendum issued is available on State of Florida Vendor Bid System.

SECTION "X"
STATEMENT OF NO SUBMITTAL

Note: If you do not intend to submit an ITN Response on this requirement, please return this form immediately to the address below:

Department of Veterans' Affairs
Mary Grizzle Bldg., Room 311-K
11351 Ulmerton Road
Largo, Fl. 33778-1630

We, the undersigned, have declined to submit on your ITN # _____ for the following reasons:

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below)
- _____ Insufficient time to respond to the ITN
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform
- _____ Unable to meet Bond Requirements
- _____ Unable to meet Specifications
- _____ Specifications unclear (explain below)
- _____ Unable to meet Insurance Requirements
- _____ Other (specify below)

Remarks:

Company Name: _____

Address: _____

Signature: _____

Telephone: _____ Date: _____

SECTION "XI"
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

SECTION 287.135, FLORIDA STATUTES, PROHIBITS AGENCIES FROM CONTRACTING WITH COMPANIES, FOR GOODS OR SERVICES FOR \$1 MILLION DOLLARS OR MORE, THAT ARE ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST. BOTH LISTS ARE CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST.

I UNDERSTAND THAT THE AGENCY MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE IF THE RESPONDENT IS PLACED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, PURSUANT TO SECTION 287.135(3). I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, AND SUBJECT RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS, PURSUANT TO SECTION 287.135(3) AND (5), FLORIDA STATUTES

CERTIFIED BY: _____,
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: _____

Print Name and Title: _____

SECTION "XII"
ATTESTATION OF NO CONFLICT
(PUR 7662)

Instructions: Individuals required by s.287.057 (20), F.S. to attest that they are independent of and have no conflict of interest in an entity evaluated and selected as part of a procurement accomplished without competition, must sign this form.

Reference:

Vendor/Contractor: _____
Invitation to Bid (ITB) Number: _____

Each undersigned individual hereby attests that he/she took part in the non-competitive procurement identified above and that he/she is independent of, and has no conflict of interest in, the entity evaluated and selected.

Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date

APPENDIX "A"
Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

BIDDER'S NAME:

By: _____
Authorized Signature

Print Name

Title

APPENDIX "B"
NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

NAME OF FIRM: _____

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

a. The price(s) and amount(s) of this response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, bidder, or potential bidder.

b. Neither the price(s) nor the amount(s) of this response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before ITN opening.

c. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Bid for this contract, or to submit a price(s) higher than the prices) in this Bid, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Bid.

d. The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

e. The named firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

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

Signature Title, Company

Printed Name and Title

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2011.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known OR Produced identification: _____

Type of identification produced: _____

ATTACHMENT "A"
AGREEMENT (Sample)

**FLORIDA DEPARTMENT OF VETERANS' AFFAIRS MEDIA SERVICES
AGREEMENT**

THIS AGREEMENT is made on this _____ day of _____, 2011, by and between State of Florida, Department of Veterans' Affairs ("FDVA"), with its principal location at Mary Grizzle Bldg., 11351 Ulmerton Road, Largo, Fl. 33778-1630 and _____ ("Contractor"), with its principal location at _____.

WHEREAS, FDVA issued Request for Negotiate No. 12-003N for the provision of Florida Department of Veterans' Affairs, State Veterans' Media Services on _____ ("ITN"); and

WHEREAS, Contractor submitted a Response to the ITN ("Response") on _____; and

WHEREAS, FDVA awarded the ITN Submittal to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the parties in consideration of the mutual benefits and promises set forth herein, the adequacy of which is acknowledged by the parties, agree as follows:

1.1 DOCUMENTS:

1.1.1 "Contract Documents" shall mean and refer to this Agreement including any attachments, the ITN and all exhibits attached thereto including all duly executed and issued amendment (attached hereto as Exhibit "A"), and the Response (attached hereto as Exhibit "B"). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. To the extent of any conflict between the Contract Documents, the ITN and any amendment shall control; then this Agreement, then FDVA's Purchase Order and then the Contractor's Response.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide FDVA with Florida Department of Veterans' Affairs, State Veterans' Homes Media Services set forth in the ITN Statement of Work.

2.1.2 Contractor shall complete the tasks as outlined in the ITN, as well as all services and work not mentioned but necessary for Contractor to complete the work outlined in the Contract Documents.

2.1.3 Contractor is responsible for securing any and all permits, special variances, and/or permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to and during the work, which require such communication(s).

3.1 CONTRACT SUM AND TERMS OF PAYMENT:

3.1.1 In consideration of Contractor's faithful performance of the covenants in this Agreement and its completion and delivery of the scope of work as outlined in the Contract Documents, to the full satisfaction and acceptance of FDVA, FDVA agrees to pay or cause to be paid to Contractor a sum not to exceed \$ _____, as set forth in Contractor's Response.

3.1.2 It is agreed that Contractor's expenses, including but not limited to costs for travel, printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the sum listed in 3.1.1 above.

3.1.3 FDVA does not pay sales tax and shall provide to the Contractor sales tax exemption information, where appropriate.

3.1.5 During the performance of the services under this Agreement, FDVA shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the services called for by the Contract Documents. Contractor must receive prior written approval from FDVA before beginning any additional services related to the work under the Contract Documents. In the event that FDVA provides prior written approval for additional services, then, upon completion of such additional services, Contractor shall be entitled to compensation for the additional services rendered at the rate(s) or price(s) set forth in the Response, or as otherwise mutually agreed upon by the parties in writing. If Contractor performs additional services without first receiving prior written approval from FDVA, Contractor shall not be entitled to compensation for the unapproved services.

4.1 DELIVERABLES:

5.1 PERFORMANCE MEASURES:

6.1 FINANCIAL CONSEQUENCES:

6.1.1 Payment will not be made until the deliverables and performance measures are met and approved by FDVA.

7.1 APPLICABLE LEGAL STANDARDS:

7.1.1 Contractor shall comply with all federal and state laws, rules and/or regulations, and lawful orders of public authorities that, in any manner, could bear on the provision of services under the Contract Documents.

7.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to Contractor's operation and provision of services as contemplated in the Contract Documents, and FDVA shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to FDVA's use of the services contemplated in the Contract Documents. Unless specified otherwise in the Contract Documents, each party will give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in this Agreement.

7.1.3 If the Contractor provides services in a manner that it knows is contrary to any laws, ordinances, orders, rules, and/or regulations, or that the Contractor should have known was contrary to the same, the Contractor shall assume full responsibility for such services and shall bear all attributable costs.

8.1 NOTICES:

8.1.1 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.

9.1 TERM OF SERVICE:

9.1.1 The initial term of the contract resulting from this solicitation shall be for a period of one (1) year following the execution of a contract/agreement.

9.1.2 Renewal: The contract resulting from the solicitation may be renewed, in whole or in part, for the period, not exceed, three (3) years. The price for each potential renewal shall be submitted with the offer for evaluation by FDVA. The renewal may not include any compensation for cost associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract/agreement. Any renewal shall be contingent upon satisfactory performance evaluations by FDVA and subject to availability of funds.

10.1 MODIFICATION:

10.1.1 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.

11.1 SUCCESSORS AND ASSIGNS:

11.1.1 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; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. 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.

12.1 ENTIRE AGREEMENT

12.1.1 The Contract Documents, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto.

13.1 CLOSING

13.1.1 In the event any portion of the Contract Documents shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable and the Contract Documents shall be treated as though that portion had never been part of the Contract Documents.

13.1.2 The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

13.1.3 Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on _____, 2012.

Contractor: _____

Print Name: _____

Title: _____

State of Florida

Department of Veterans' Affairs

Print Name: _____

Title: _____

Approved as to form and legality by
The Department General Counsel's
Office:
