

State of Florida
Department of Financial Services

Invitation to Bid (ITB)
Number: 1920-01 ITB IF
Conversion of Explosive Ordinance Disposal Law
Enforcement Vehicle(s)

Procurement Officer:
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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.

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Attachments

Letter	Name	Attachment Sub-components, If Any	To Be Completed and Returned	Attached for Reference Only
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A	Standard Contract	Contract Signature Page		✓
		Attachment 1, Standard Terms and Conditions Contracts		✓
		Attachment 2, Statement of Work		✓
		Attachment 3, Price Response	✓	
		Attachment 4, PUR 1000		✓
		Addendum A, Public Records Requirements		✓
B	Mandatory Criteria Certification Form		✓	
C	Business Reference Form		✓	
D	Award Preferences Form		✓	

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Department of Financial Services (Department), an agency of the state of Florida (State), is issuing this Invitation to Bid (ITB) to establish a contract for the installation of equipment to convert one or more vehicles into an explosive ordinance disposal law enforcement vehicle to be used by the Department. The Division will utilize the converted vehicles to deploy and respond to scenes where a suspected device has been located. The solicitation will be administered through the Vendor Bid System (VBS).

The Department intends to enter into a contract using Attachment A, Standard Contract, which is hereby incorporated by reference. The Department intends to make a single award; however the Department reserves the right to award to Respondents by region, or to make no award, as determined to be in the best interest of the State.

1.2 TERM

The initial term of the Contract will be three (3) years beginning on the date of Contract execution, and the Contract may be renewed for up to three (3) years in accordance with section 287.057, Florida Statutes (F.S.).

1.3 DEFINITIONS

The following definitions apply to this ITB document:

Business Days – Monday through Friday, inclusive, except for State government holidays.

Confidential Information – Any documents, data, or records that are confidential and not subject to disclosure pursuant to chapter 119, F.S.; the Florida Constitution; or any other legal authority.

Contract – The agreement that results from this solicitation, if any, between the Department and the responsible and responsive Respondent(s) providing the lowest responsive bid.

Contractor(s) – The Respondent(s) that will be awarded a Contract pursuant to this solicitation.

Response – A formal bid to this ITB.

Respondent – An entity that submits a Response to this ITB.

State – The state of Florida.

Vendor Bid System (VBS) – The State’s internet-based vendor information system at http://www.myflorida.com/apps/vbs/vbs_main_menu.

If more than one Contract is awarded, then the use of the terms “Contract,” “Response,” and “Respondent,” include the plural when applicable.

1.4 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., the Department’s Procurement Officer (Procurement Officer) is the sole point of contact for this solicitation.

The Procurement Officer is:

Rebecca D. Hale
Government Analyst II
Department of Financial Services
Email: DFSpurchasing@myfloridacfo.com

PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER.

Please note that questions will NOT be answered by telephone. All inquiries must be directed to the Procurement Officer in writing.

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.**

Any such contact by any person with a relevant business relationship with a Respondent or an existing or prospective subcontractor to a Respondent is assumed to be contact on behalf of a Respondent unless shown otherwise.

1.5 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Department’s Procurement Officer. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the Procurement Officer by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 COOPERATION WITH INSPECTOR GENERAL

By providing a Response to this solicitation, the Respondent understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in the event Respondent is awarded the Contract. The Respondent will comply with this duty and ensure that subcontracts issued under the Contract, if any, impose this requirement, in writing, on its subcontractors.

1.7 COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State. The Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

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SECTION 2. ITB PROCESS

2.1 OVERVIEW OF THE ITB PROCESS

The ITB is a method of competitively soliciting the procurement of a commodity or contractual service under chapter 287, F.S. Under this ITB, there will be a mandatory pre-Response conference. See Section 2.3, Pre-Response Conference, for further information. Vendors may submit questions during the Question and Answer Period.

Respondents must submit responses by the deadline listed in Section 2.2, Timeline. The Department will open Responses at a public opening. After the public opening, the Procurement Officer will conduct an administrative review of the Responses. Responses that the Procurement Officer determines are responsive to the ITB will be evaluated for award. After the evaluation is completed, the recommendation of award and award are finalized, and the Department's award is posted on the VBS.

This section is only intended to be an overview. Read the solicitation in its entirety for further details.

2.2 TIMELINE

The following timeline will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to adjust this timeline by posting addenda on the VBS. It is the Respondent's responsibility to check VBS on a regular basis for any changes to the solicitation.

Timeline	Event Time Eastern Time (ET)	Event Date
ITB posted on the VBS.	N/A	5/11/2020
Pre-response conference (attendance is mandatory). 8600 Hidden River Parkway, Suite 200, Tampa, Florida 33637	1:00 P.M. (ET)	5/21/2020
Deadline to submit questions to Procurement Officer.	5:00 P.M.	5/26/2020
Anticipated date for posting for answers to questions on the VBS.	3:00 P.M.	6/1/2020
Deadline to submit Responses, including all required documents, to the Department. Due to current concerns related to the COVID-19 pandemic, the Department will be unable to accept Responses that are hand-delivered to the Department. Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).	3:00 P.M.	6/11/2020
Public opening of Responses. Department of Financial Services, Larson Building – Suite 146, 200 E. Gaines Street, Tallahassee, FL 32399 NOTE: The public opening will be conducted via Conference Call as DFS buildings are currently closed to visitors. To attend the Public opening call 888-585-9008, when prompted use Conference NO: 498-257-393.	3:15 P.M.	6/11/2020
Anticipated date to post Notice of Intent to Award.	N/A	6/16/2020

Anticipated Contract start date.	N/A	6/30/2020
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2.3 PRE-RESPONSE CONFERENCE – MANDATORY

The Department will hold a mandatory pre-Response conference. One (1) person for the Respondent must attend the pre-Response conference and must sign the attendance sheet. Participation in the mandatory pre-Response conference will be limited to one (1) representative per Respondent. **A RESPONDENT’S FAILURE TO HAVE A REPRESENTATIVE ATTEND THE MANDATORY PRE-RESPONSE CONFERENCE AND SIGN THE ATTENDANCE SHEET WILL RESULT IN THE RESPONDENT BEING DEEMED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.**

The Department will accept oral questions during the pre-Response conference and will make a reasonable effort to provide answers at that time. Oral statements and visual displays provided by the Department before, during, and after the pre-Response conference will not be binding upon the Department. The Department will only be bound by the written answers it issues in accordance with Section 2.4, Question and Answer Period. Therefore, any questions arising from the pre-Response conference may be submitted to the Procurement Officer as outlined in Section 2.4, Question and Answer Period, by the due date specified in Section 2.2, Timeline.

Due to current concerns related to the COVID-19 pandemic, the Department will require that social distancing measures be observed during the pre-Response conference (e.g., six-foot separation requirements between participants). Additionally, participants must adhere to local requirements related to public interaction at all times. The Department reserves the right to take other necessary measures during the pre-Response to ensure the safety of the participants and the Department’s employees such as creating smaller subsets of participants to tour the facilities during some or all portions of the pre-Response conference.

2.4 QUESTION AND ANSWER PERIOD

Vendors may submit written questions to the Procurement Officer by the deadline listed in Section 2.2, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the ITB and its attachments, and any processes described in those documents. If terms included in the Standard Contract are impractical or, for legal or operational reasons, impossible, vendors are encouraged to submit questions regarding the Department’s acceptance of specified alternative terms.

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS CONTAINING QUESTIONS.*****

The Department requests that vendors submit questions in the following format:

Question #	Vendor Name	ITB Section	ITB Page #	Question

Questions do not constitute a formal protest of the specifications or of the solicitation.

The Department will provide an answer to all questions that are timely submitted. The Department’s answers, which may include modifications to the ITB, will be posted in an addendum on the VBS.

2.5 PUBLIC OPENING OF RESPONSES

The Department will open the Responses in a public opening at the date, time, and location noted in Section 2.2, Timeline. Prices will not be read aloud at the public opening.

2.6 ADDENDA TO THE ITB

The Department reserves the right to make changes to this ITB by issuing addenda. All changes to the ITB will be made through addenda posted on the VBS. It is the Respondent's responsibility to check for any posted addenda on the VBS.

2.7 CONTRACT FORMATION

The Department will enter into a Contract with each Respondent awarded pursuant to Section 5, Award. The Contract will consist of the Contract Signature Page; Attachment 1, Standard Terms and Conditions; Attachment 2, Statement of Work (SOW); Attachment 3, Price Response; Attachment 4, PUR 1000; and Addendum A, Public Records Requirements. See Attachment A, Standard Contract, and its attachments for more details on Contract formation.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the ITB and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract.

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SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions (PUR 1001) and Special Instructions to Respondents. The PUR 1001 can be accessed at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

The Special Instructions are in the remaining sections of Section 3 of this ITB document. In accordance with Rule 60A-1.002, F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 3, 5, and 9 of the PUR 1001 are inapplicable and are replaced with the following:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.4, How to Submit a Response, of the ITB document.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.4, Question and Answer Period, of the ITB document.

Section 9. Respondent's Representation and Authorization

(a) In submitting its Response, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the state of Florida or any other governmental authority.
- The Response 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 (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
- The Respondent will conform to the terms and conditions of the Standard Contract without exception, or, where an exception is made by Respondent, will provide an alternative that is equivalent to or exceeds the Department's 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 Department.
- 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 Department 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 Response.
- All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the

true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

- (b) In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of following, the Respondent shall submit with its Response a written explanation of why it cannot do so. The Respondent's explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S.):
- 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 of Florida, including a claim by the state of Florida for liquidated damages under any other contract.
 - The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), 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 and 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.

3.2 MANDATORY RESPONSIVENESS REQUIREMENTS

A Respondent who does not meet any of the mandatory responsiveness requirements listed below, or whose Response does not meet any of the mandatory responsiveness requirements listed below, will be deemed non-responsive and will not be considered for contract award.

The mandatory responsiveness requirements are as follows:

1. The Respondent must have had one representative attend the mandatory pre-Response conference, as indicated on the attendance sheet;
2. The Response must include a completed Attachment 3, Price Response; and
3. The Response must include an Attachment B, Mandatory Criteria Certification Form, that meets the requirements provided in Section 3.3.2.A., Mandatory Criteria Certification.

The Department will not evaluate a Response from a Respondent that does not meet the mandatory responsiveness requirements. A Response or Respondent that meets the mandatory responsiveness requirements listed above is presumed to have conformed in all material respects to the solicitation. The

Department reserves the right to re-evaluate its responsiveness determination at any time during the solicitation.

3.3 CONTENTS OF THE RESPONSE

The Department requests that Responses be organized in sections as provided below:

3.3.1 Volume 1: General Information

The Department requests that the Respondent:

A. Cover Letter

Submit a cover letter on the Respondent's letterhead that contains the following information:

1. The name and principal place of business of the Respondent;
2. The Respondent's Federal Employer Identification Number (FEIN);
3. The primary location at which the work will be performed; and
4. The name, title, mailing address, telephone number, facsimile number, and e-mail address of the Respondent's contact person for purposes of the ITB and, if available, an alternate contact person.

B. Business References

Submit at least three (3) completed Attachment C, Business Reference Form, with the Response. The references must be from clients for whom the Respondent:

1. Currently provides services, or
2. Has provided services within the last five (5) years preceding the date this ITB was posted to the VBS.

C. Award Preferences Form

Submit a completed Attachment D, Award Preferences Form. Refer to Section 5.2, Award Preferences for Identical Evaluation of Responses, for further information on how this form will be used. A Respondent who fails to submit a completed Attachment D, Award Preferences Form, as part of its Response will be considered to have no Award Preference if the Department's evaluation results in two or more Responses receiving an identical highest score.

D. Responses or Disclosures Required by the PUR 1001.

1. Submit any disclosures required by Section 6 of the PUR 1001.
2. Submit any disclosures required by Section 9 of the PUR 1001, as modified by Section 3.1 of this ITB. If unable to certify to any of the provisions of part (b) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITB, submit a written explanation of why the Respondent cannot do so. The Respondent's explanations may result in the Department finding the Respondent not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), F.S. No exceptions to part (a) of Section 9 of the PUR 1001, as modified by Section 3.1 of this ITB document, will be accepted.

3.3.2 Volume 2: Mandatory Responsiveness Requirements

The Respondent shall:

A. Mandatory Criteria Certification

Submit an Attachment B, Mandatory Criteria Certification Form, that provides a "Yes" Certification Answer for each Certification Question (or, for each Certification Question that has sub-questions, a "Yes" Certification Answer for one of those sub-questions). A Respondent's failure to certify "Yes" to each Certification Question of the Mandatory

Criteria Certification Form will result in the Respondent being deemed non-responsive and ineligible for evaluation and award of the Contract.

B. Price Response (Separately Sealed)

Submit a completed Attachment 3, Price Response.

3.4 HOW TO SUBMIT A RESPONSE

The Respondent must submit:

1. One original version of each volume of the Response.
 - o The Respondent must include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes “Original – Volume ____, Binder ____ of ____,” and include the Respondent’s name, and the ITB number.
2. One (1) copy of Attachment 3, Price Response, separately sealed.
3. One (1) scanned copy of the entire Response, including the Price Response, on a CD-ROM or flash drive, with large files scanned as navigable, separate .pdf files.
4. One (1) REDACTED scanned copy of the Response, to include one (1) Confidential Information index, if applicable (see Section 3.6 Confidential Response Materials and Redacted Submissions) on a CD-ROM or flash drive. The Respondent must ensure that all metadata has been removed from the files in the redacted copy.

NOTE: The Respondent may use an alternate method of binding other than a binder and use tabs or other methods to separate Volumes One and Two of the Response in lieu of separate binders.

Respondents must send Responses in sealed packages to the Department of Financial Services at 200 East Gaines Street, Larson Building, Suite 146 – Office of Purchasing and Contractual Services, Tallahassee, Florida 32399-0347, by the deadline listed in Section 2.2, Timeline. The Respondent must clearly label the outside of the sealed packages with the ITB number and Respondent’s name.

Due to current concerns related to the COVID-19 pandemic, **the Department will be unable to accept Responses that are hand-delivered to the Department.** Responses must be submitted to the Department through a mailing or shipping service (e.g., USPS, UPS, or FedEx).

SECTION 2.2, TIMELINE, SPECIFIES THE DEADLINE AND LOCATION FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.

3.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation submitted as a Response to the ITB will become the exclusive property of the Department and will not be returned to the Respondent. Responses received by the Department may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S.

3.6 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent must mark the unredacted version of the document as “Unredacted Version – Contains Confidential Information” and place such information in an

encrypted electronic form or a sealed separate envelope. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.6.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent must mark the redacted electronic copy with the Respondent's name, Department's ITB name and number, and the words "Redacted Copy." The Redacted Copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. The Department will follow the procedures identified in the Standard Contract's Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

3.6.2 Respondent's Obligations to Defend its Claims

The Department is not obligated to agree with a Respondent's claim of exemption or Confidential Information, and, by submitting a Response, the Respondent agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Department may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.7 WITHDRAWAL AND MODIFICATION OF RESPONSES

The Respondent may modify its Response at any time prior to the submittal deadline by submitting a request to the Procurement Officer. A submitted Response may be withdrawn from consideration by the Department if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal.

3.8 MINOR IRREGULARITIES

The Department reserves the right to accept, reject, or waive any minor irregularity (including deviations, technicalities, or omissions) if the Department determines that doing so will serve the best interest of the State. At its option, the Department may allow a Respondent to correct any minor irregularity, but the Department is under no obligation to do so. The Department may request that a Respondent provide clarifications to correct any minor irregularity.

3.9 ADDITIONAL INFORMATION

At any time during the solicitation process, the Department may request, and the Respondent must provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the disqualification or rejection of the Response.

The Department reserves the right to seek information from outside sources regarding the Respondent and the Respondent's offerings, capabilities, references, or performance, if the Department determines that such information is pertinent to the ITB. The Department may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

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SECTION 4. SELECTION METHODOLOGY

4.1 REVIEW OF MANDATORY RESPNSIVENESS REQUIREMENTS

The Procurement Officer will review each Response to determine whether the Response satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. The Procurement Officer will also review each Respondent to determine whether the Respondent satisfies the requirements of Section 3.2, Mandatory Responsiveness Requirements. Pursuant to Section 3.2, Mandatory Responsiveness Requirements, a Respondent who does not meet any of the mandatory responsiveness requirements, or whose Response does not meet any of the mandatory responsiveness requirements, will be deemed non-responsive and will not be considered for contract award. Only those Respondents and Responses that meet all of the mandatory responsiveness requirements will be evaluated for award.

4.2 REVIEW OF PRICE RESPONSE

The Procurement Officer will evaluate the Price Response from responsible and responsive Respondents to determine the lowest bid based on the Respondent's Attachment 3, Price Response, using the formula below. Point calculations will be rounded to the nearest hundredth. The Respondent with the lowest "Total Price Points" will be determined to have the lowest bid.

From Table A:

$(\text{Total Year 1} + \text{Total Year 2} + \text{Total Year 3} + \text{Total Renewal Year 1} + \text{Total Renewal Year 2} + \text{Total Renewal Year 3}) \times 0.85 = \text{Table A Points}$

From Table B:

$(\text{Hourly Rate Year 1} + \text{Hourly Rate Year 2} + \text{Hourly Rate Year 3} + \text{Hourly Rate Renewal Year 1} + \text{Hourly Rate Renewal Year 2} + \text{Hourly Rate Renewal Year 3}) \times 0.15 = \text{Table B Points}$

Table A Points + Table B Points = Total Price Points

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SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract may be awarded to the responsible and responsive Respondent that submits the lowest responsive bid as described in Section 4.2, Review of Price Response. The Department intends to make a single award; however, the Department reserves the right to award to Respondents by region, as permitted by section 287.042(13), F.S., or to make no award, as determined to be in the best interest of the State.

The Department reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not being responsible vendors as defined in section 287.012, F.S. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

The Department reserves the right to accept or reject any or all Responses or separable portions of Responses.

5.2 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

As used in this Section, the term "Identical Respondents" means the Respondents whose Responses received identical highest scores.

If the Department's evaluation results in two or more Responses receiving an identical highest score, the Department will apply the information the submitted by the Identical Respondents in Attachment D, Award Preferences Form, to award the Contract as follows:

If no Identical Respondent has an Award Preference, the Contract will be awarded to the Identical Respondent who pulls the shortest straw.

If only one Identical Respondent has one or more Award Preference, the Contract will be awarded to the Respondent with one or more Award Preference.

If two or more Identical Respondents have one or more Award Preference, and one or more of those Identical Respondents is a certified veteran business enterprise, the Contract will be awarded to the Identical Respondent with the smallest net worth.

If two or more Identical Respondents have one or more Award Preference, and none of those Identical Respondents is a certified veteran business enterprise, the Contract will be awarded to the Identical Respondent with one or more Award Preference who pulls the shortest straw.

If straws must be pulled to determine the Contract award, the Department will schedule a public meeting through an addendum on the VBS. Representatives from each Identical Respondent who may receive the Contract award as described above will pull a straw on behalf of their Identical Respondents. If a representative from an Identical Respondent who may receive the Contract award as described above is not present, a Department employee will pull a straw on that Identical Respondent's behalf.

5.3 BID TABULATION

The Department will develop a bid tabulation sheet that will show a comparison between the responsible and responsive Respondents' price points.

5.4 CHIEF FINANCIAL OFFICER’S APPROVAL

The Chief Financial Officer, or designee, will make the final decision as to which Respondent(s) should be awarded the Contract(s) based on the bid tabulation sheet.

5.5 AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter one (1) or more Contracts with the Respondent(s) identified therein, on the VBS. If the Department decides to reject all Responses at any time during the solicitation, the Department will post a notice to that effect on the VBS.

5.6 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

The awarded Respondent(s) must have a current vendor registration in MFMP, at <https://vendor.myfloridamarketplace.com/>, prior to Contract execution.

The awarded Respondent(s) will be required to pay the transaction fees as specified in section 14 of the Contract’s Attachment 4, PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.031, F.A.C.

5.7 EXECUTION OF CONTRACT

The awarded Respondent shall sign the Contract within ten (10) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract shall be tolled. The Department may withdraw its Notice of Intent to Award if the Contract is not timely signed, or if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at <https://facts.fldfs.com/>, in accordance with section 215.985, F.S., the Transparency Florida Act.

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ATTACHMENT A
STANDARD CONTRACT

**DEPARTMENT OF FINANCIAL SERVICES
Contract Signature Page**

Contract Title	P.O. No. or Solicitation No., if any	Contract Number
Conversion of Explosive Ordinance Disposal Law Enforcement Vehicle(s)	1920-01 ITB IF	

1. This Contract is entered into between the parties named below, located at the addresses which follow:

The Department of Financial Services, 200 East Gaines Street, Tallahassee, FL 32399 (hereinafter called the "Department")

[Contractor's Name, address] (hereinafter called the "Contractor")

2. Contract to Begin: On the date last signed below ("Effective Date")	Date of Completion: 3 years from the Effective Date	Renewals: Up to 3 years
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Total Value for Contract Term:	Total Value of Renewal(s):	Total Value of Contract Term Plus Renewal(s):
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5. Department's Contract Manager		Contractor's Contract Manager	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	

6. The parties agree to comply with the terms and conditions of the following attachments which are hereby incorporated by reference:

- | |
|---|
| Attachment 1: Standard Terms and Conditions |
| Attachment 2: Statement of Work |
| Attachment 3: Price Response |
| Attachment 4: PUR 1000 |

7. The parties agree to comply with the terms and conditions of the following addenda which are hereby incorporated by reference:

- | |
|---|
| Addendum A: Public Records Requirements |
| Addendum B: Data Security Requirements |

IN WITNESS WHEREOF, this Contract is being executed by the parties and will begin on the Effective Date.

8.

CONTRACTOR

Contractor's Name (if other than individual, state whether corporation, partnership, etc.)

By (Authorized Signature) _____ Date Signed _____

Printed Name and Title of Person Signing _____

9.

DEPARTMENT

Department of Financial Services

By (Authorized Signature) _____ Date Signed _____

Printed Name and Title of Person Signing _____

DEPARTMENT OF FINANCIAL SERVICES
Standard Terms and Conditions
(Applicable to Competitively Procured Contracts)

ATTACHMENT 1

1. Entire Contract.

This Contract, including any Attachments and Addenda referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted contract terms and conditions included on Contractor's forms or invoices will be null and void.

2. Contract Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:
- i) Attachment 2, Statement of Work
 - ii) Contract Signature Page
 - iii) Attachments other than Attachments 1, 2, 3, and 4, if any, in the numerical order designated in the Contract Signature Page
 - iv) Attachment 1, Standard Terms and Conditions
 - v) Attachment 3, Price Response
 - vi) Addendum A, Public Records Requirements
 - vii) Addendum B, Data Security Requirements
 - viii) Attachment 4, Form PUR 1000, General Contract Conditions (PUR 1000)
 - ix) Addenda other than Addenda A and B, if any, in the alphabetical order designated in the Contract Signature Page

Notwithstanding the foregoing, if there is any discrepancy between Attachment 2, Statement of Work, and any incorporated portions of the Contract that were provided by the Contractor, the terms most favorable to the Department will prevail.

- b. Approvals. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers as designated in the Contract Signature Page, or their designees, if designated in writing.
- c. Contract Managers. If that different Contract Managers are designated by either party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (by either mail or e-mail) to the other party and maintained in the respective parties' Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.
- d. Amendments. This Contract may be amended only by a written agreement between the parties. All statements indicating that continued use of a product or clicking a box constitutes acceptance of terms and conditions are void.

3. Contract Duration.

- a. Term. The term of the Contract will begin and end on the dates indicated on the Contract Signature Page unless terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Section 287.058(1)(g), Florida Statutes (F.S.), is hereby incorporated by reference. If the Contract Signature Page indicates that renewals are available, any renewal entered must comply with all applicable requirements of section 287.057(13), F.S., including the limitations on the period of time for which renewals may be permitted. Renewals may only be entered when funding is available and when performance evaluations reflect satisfactory performance by the Contractor. Renewals must be at the price specified in this Contract and must not compensate the Contractor for any costs associated with the renewals.

4. Deliverables.

The Contractor agrees to render the services or other units of deliverables, which may be comprised of tasks or activities, as set forth in Attachment 2, Statement of Work. The services or other units of deliverables

specified shall be delivered in accordance with the schedule and at the pricing outlined in Attachment 2, Statement of Work, and Attachment 3, Price Response.

5. Performance Measures.

Satisfactory performance requires the Contractor's compliance with the following: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in Attachment 2, Statement of Work; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services offered do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the Contract for the Contractor (Contractor Representative) will comply with any security requirements and processes as provided by the Department, or provided by the Department's customer, for work done at the Department or other locations. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies if those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, F.S. The Department will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables outlined in Attachment 2, Statement of Work, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. If the Department's Contract Manager does not accept a deliverable within fifteen (15) calendar days, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in Attachment 2, Statement of Work, will result in rejection of the deliverable and the associated invoice. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department before the Department issues a notice of default. If the Department's Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor's expense.
- c. Status Reports. If status reports are required as part of the Contract, the Contractor shall timely submit status reports showing each task, activity, and deliverable worked on; attesting to the level of services provided; listing the hours spent on each task, activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.
- d. Completion Criteria and Date. The Contract will be considered complete once all deliverables under the Contract have been provided and accepted. The final date for completion of the Contract must not exceed the Contract duration, including any executed renewals or extensions, or, where applicable, the expiration date of any purchase orders made from the Contract.

7. Financial Consequences for Nonperformance.

Withholding Payment. In addition to the specific financial consequences explained in Attachment 2, Statement of Work, the Department reserves the right to withhold payment when the Contractor has failed to perform or comply with the provisions of this Contract. These consequences for nonperformance are not to be considered penalties.

8. Dispute Resolution.

The Contractor is obligated to address any cost-related issues with the Department for which the Contractor believes the state of Florida (State) is liable and address all costs of every type to which the Contractor is entitled from the occurrence of the claimed event. The Contractor cannot seek a claim under this Contract for an increase in payment. Any claim, counterclaim, or dispute between the Department and the Contractor relating to this Contract will be resolved as set forth herein.

- a. Initial Resolution Process. For all claims, the party with the dispute shall submit an affidavit to the other party that is executed by that party's Contract Manager, or designee, certifying that:
 - i. The claim is made in good faith;
 - ii. The claim accurately reflects the adjustments for performance; and
 - iii. The supporting data provided with such an affidavit are current and complete to the Contract Manager's, or designee's, best knowledge and belief.The party receiving notice of the dispute must respond to the disputing party, in writing, proposing a resolution to the dispute.
- b. Informal Resolution Process. If the parties are unable to resolve any disputes through the initial resolution process, the parties shall meet with the Department's Chief Financial Officer (CFO), or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - i. The representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith to resolve the dispute without the necessity of any formal proceeding.
 - ii. During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - iii. The specific format for the discussions will be left to the discretion of the designated Department's and Contractor's representatives but may include the preparation of agreed upon statements of fact or written statements of position.
 - iv. Following the completion of this process, the CFO, or designee, will issue a written opinion regarding the issue(s) in dispute. The opinion regarding the dispute will be considered the Department's final action.
- c. Continued Performance. Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute with the Department over compensation will not be deemed to preclude performance) and without limiting either party's right to terminate this Contract for convenience or default.

9. Payment.

- a. Payment Process. Subject to the terms and conditions established in Attachment 2, Statement of Work, the pricing per deliverable established by the Attachment 3, Price Response, or Attachment 2, Statement of Work, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Department its taxpayer identification number upon request.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to Attachment 2, Statement of Work, shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- e. Interim Payments. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

Attachment 1

10. Insurance.

- a. Required Coverage. At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must either be through insurers authorized to write policies in the State or through a self-insurance program established and operating under the laws of the State. Unless specifically exempted in Attachment 2, Statement of Work, the following are the minimum insurance requirements applicable to this Contract:
 - i. Commercial General Liability Insurance.
By execution of this Contract, unless the Contractor is a state agency or subdivision as defined by section 768.28(2), F.S., the Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department and its employees and officers must be named as an additional insured on any general liability policies.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Contractor shall provide workers' compensation, in accordance with chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies must cover all employees engaged in any Contract work.
 - iii. Other Insurance.
At all times during the duration of the Contract, the Contractor shall maintain any other insurance as required in Attachment 2, Statement of Work.
- b. Deductibles. The Department is exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.
- c. Verification of Insurance. Upon execution of the Contract, the Contractor shall provide to the Department written verification of the existence and amount for each type of applicable insurance coverage. Upon receipt of written request from the Department, the Contractor shall furnish to the Department proof of applicable insurance coverage by standard form certificates of insurance.
- d. Failure to Maintain Coverage. If the Contractor fails to maintain the required insurance coverage for any reason, the Contractor shall immediately notify the Department of such noncompliance and shall obtain coverage conforming to the requirements herein. The Contractor shall provide proof of such required coverage within fifteen (15) business days of not maintaining the required insurance coverage.

11. Termination.

- a. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and subcontracts related to the terminated deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this section. The Contractor shall submit to the Department within ninety (90) calendar days of termination a request for payment of completed services. Requests submitted later than ninety (90) calendar days after termination will not be honored and will be returned unpaid. The Contractor shall professionally service to conclusion, in accordance with the requirements of the Contract, all services for which the Department has paid prior to the termination date of this Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Department for any fees or expenses that the Department may incur in securing a substitute provider to assume completion of those services.
- b. Contractor Obligations after Termination. If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a provider other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent

contractor in accordance with Exit Transition requirements in Section 31, below, and Attachment 2, Statement of Work, if expressed therein.

- c. Termination for Convenience. The Department may, in its sole discretion, terminate the Contract in whole or in part at any time by giving thirty (30) days' written notice to the Contractor. The Contractor will not be entitled to recover any cancellation charges or lost profits.

12. Notice of Default.

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice will state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that the Department may terminate the Contract effective as of the date of receipt of the default notice unless the Contractor cures the default within the specified cure period.

13. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, constitutes events of default:

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, abandonment of the Contract, or failure to perform the minimal level of services required for a deliverable;
- b. Failure to maintain adequate progress, thus endangering performance of the Contract;
- c. Failure to honor any term of the Contract,
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- e. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- f. Employment of an unauthorized alien in the performance of the work, in violation of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a;
- g. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days (unless the Contractor, including its receiver or trustee in bankruptcy, within the specified thirty (30) day period provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract):
 - i) Entry of an order for relief under Title 11 of the United States Code;
 - ii) To the extent permitted by State law, the making by the Contractor of a general assignment for the benefit of creditors;
 - iii) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or
 - iv) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
- h. The commitment of an intentional material misrepresentation or omission in any materials provided to the Department;
- i. Failure to comply with the E-Verify requirements of this Contract; and
- j. Failure to or maintain the insurance required by this Contract.

14. Indemnification.

The following provision supplements Section 19, Indemnification, of Attachment 4, PUR 1000:

No provision in this Contract shall be construed to: 1) require the Department to hold harmless or indemnify the Contractor; 2) require the Department to insure or assume liability for the Contractor's negligence or the negligence of Contractor Representatives; 3) waive the Department's sovereign immunity under the laws of the State; or 4) otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

15. Limitation of Liability.

The Department is only liable for claims arising from this Contract to the extent such claims are compensable under an action brought pursuant to section 768.28, F.S., which sets forth the State's limited waiver of sovereign immunity.

16. Remedies.

Nothing in this Contract will be construed to make the Contractor liable for force majeure events. Nothing in this Contract, including financial consequences for nonperformance, will limit the Department's right to pursue its remedies for other types of damages under the Contract, at law, or in equity. The Department may, in addition to other remedies available at law or equity, and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The Department may set off any liability or other obligation of the Contractor or its affiliates to the Department against any payments due the Contractor under any contract with the State.

17. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Contract does not constitute nor is to be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

18. Record Retention.

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Contractor is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Contractor's record retention requirements terminate prior to the requirements stated herein, the Contractor may meet the Department's record retention requirements for this Contract by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171(8), F.S., and, if applicable, section 119.0701, F.S. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

19. Intellectual Property.

- a. In accordance with State law, the Contractor shall not assert any rights to: 1) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); 2) intellectual property furnished by the Department; and 3) any data collected or created for the Department. The Contractor shall perfect the transfer of any such property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. Any data provided must be in a format designated by the Department.
- b. If the Department or the State has authority to assert a right in any of the property or data, the Contractor shall assist, if necessary, in the assertion of such right.
- c. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
- d. Notwithstanding the foregoing, and unless otherwise specified in Attachment 2, Statement of Work, the Contractor's intellectual property rights that preexist this Contract will remain with the Contractor.
- e. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish, or release to others such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.

20. Ownership of Property.

Title to all property furnished by the Department under this Contract and deliverables provided to the Department shall remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall perfect any transfer of the property to the Department upon completion, termination, or cancellation of the Contract prior to payment of the final invoice.

21. Nonexclusive Contract.

This Contract is not an exclusive license to provide the services described in the solicitation or the resulting Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

22. Statutory Notices.

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list or the discriminatory vendor list:

- a. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendors.** An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

23. Compliance with Federal, State, and Local Laws.

- a. **Regulations.** The Contractor and all Contractor Representatives shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.
- b. **Choice of Law.** This Contract will be governed by and construed in accordance with the laws of the State.
- c. **Rehabilitation Act.** If applicable, the Contractor shall ensure that, as to its products and services it develops for the Department, electronic and information technology accessibility requirements of the Rehabilitation Act Amendments, 29 U.S.C. section 794 are met. Section 508 of the Rehabilitation Act Amendments, 29 U.S.C. section 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.
- d. **Scrutinized Companies.** The following paragraph applies regardless of the dollar value of the goods or services provided:

By entering into this Contract, in accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the “Quarterly List of Scrutinized Companies that Boycott Israel” at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

The following paragraph applies only when the goods or services to be provided are \$1 million or more: By entering into this Contract, in accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the “Scrutinized Companies with Activities in Sudan List” and the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”) and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department’s option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the “Scrutinized List of Prohibited Companies” under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.

24. Employment Eligibility Verification.

The Contractor is responsible for payment of costs, if any, and retention of records relating to employment eligibility verification. These records are exempt from Chapter 119, F.S. Verification requires the following:

- a. In cooperation with the Governor’s Executive Order 11-116, the Contractor must participate in the federal E-Verify System for employment eligibility verification under the terms provided in the “Memorandum of Understanding” with the federal Department of Homeland Security if any new employees are hired to work on this Contract during the term of the Contract. The Contractor agrees to provide to the Department, within thirty (30) days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify System. Information on “E-Verify” is available at the following website: <http://www.dhsuscis.gov/e-verify>.
- b. The Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify System if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify System and make such record(s) available to the Department upon request.

25. Data.

- a. Data Centers. The Contractor shall only use data centers located in the United States when processing and storing State data under this Contract.
- b. Requirements of Section 501.171, F.S. If the Department shares data that is covered by section 501.171, F.S., with the Contractor in the process of fulfilling this Contract, the Contractor is responsible for fulfilling the requirements placed on the Department by section 501.171, F.S., at the Contractor’s expense, if the Contractor is responsible for a breach of this data. Notwithstanding any limitations on liability addressed in the Contract, if the Contractor fails to fulfill the requirements placed on the Department by section 501.171, F.S., the Contractor shall reimburse the Department for all costs incurred in fulfilling such requirements.

26. Claims for Damages.

Jurisdiction for any damages arising under the terms of the Contract will be in the courts of the State, and venue will be in the Second Judicial Circuit in and for Leon County. The parties waive their right to a jury trial. Except as otherwise provided by law, the parties agree to be responsible for their own attorney’s fees incurred in connection with disputes arising under the terms of this Contract.

27. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the Department.

28. Subcontracting.

- a. Consent. Unless otherwise specified in Attachment 2, Statement of Work, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- b. Replacement. The Department may, for cause, require the replacement of any Contractor Representative. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. Access. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor Representative.
- d. Continuing Obligation. The Department's actions under paragraphs b. or c. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract.
- e. Meetings. The Department will not deny Contractor Representatives access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.

29. Guarantee of Parent Corporation.

If the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. If the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all the obligations of the Contractor.

30. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, Exit Transition Services, records retention, and public records, will survive termination, cancellation, or expiration of this Contract.

31. Exit Transition Services.

If not otherwise addressed in Attachment 2, Statement of Work, the Contractor has the affirmative obligation to provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract (Exit Transition Services) to facilitate the orderly transfer of such services to the Department or its designee. If Exit Transition Services are necessary, such services may continue for up to six (6) months after termination, expiration, or cancellation of the Contract, at no cost to the Department.

32. Third Parties.

The Department shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the Contractor or Contractor Representatives, nor shall the Contractor disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

33. Employment of State Employees.

During the term of this Contract, the Contractor shall not knowingly employ or subcontract with any person (including any nongovernmental entity in which such person has any employment or other material interest as defined in section 112.312(15), F.S.), in connection with this Contract, who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F.S.

34. Audits.

The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

35. Travel Reimbursement.

Any travel expenses allowable under this Contract must be submitted in accordance with section 112.061, F.S.

36. Use of State Funds to Purchase or Improve Real Property.

Any State funds provided for the purchase of, or improvements to real property, are contingent upon the Contractor or political subdivision granting to the State a security interest in the property at least in the amount of State funds provided, for at least five (5) years from the date of purchase or the completion of the improvements, or as further required by law.

37. Assignment.

Unless otherwise required by law, 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 Department. If an assignment occurs, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor of its intent to do so.

38. Lobbying.

The following replaces the first sentence of Section 18, Lobbying and Integrity, of Attachment 4, PUR 1000:

The Contractor agrees that funds received by it under this Contract will not be expended for the purpose of lobbying the Legislature, the judicial branch, or a State agency in violation of sections 11.062 or 216.347, F.S. Pursuant to the requirements of section 287.058(6), F.S., during the Contract term, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract.

39. Contractor Representatives.

All Contractor Representatives shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor Representatives must comply with all security and administrative requirements of the Department and 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 other assessment of any Contractor Representative. The Department may refuse access to, or require replacement of, any Contractor Representative for cause, including, but not limited to, lack of technical or training qualifications, quality of work, change in security status, or noncompliance with the Department's security or administrative requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Department may reject and bar from any facility, for cause, any Contractor Representatives.

DEPARTMENT OF FINANCIAL SERVICES
Statement of Work

ATTACHMENT 2

1. Scope of Work.

During the term of the Contract, the Department of Financial Services (Department) will have at least one newly purchased Freightliner Sprinter 3500 170" high roof vehicle on which the Contractor shall perform the services described in this Statement of Work (SOW). These vehicles will be used by the Department's Division of Investigative and Forensic Services (Division) as law enforcement explosive ordinance disposal team vehicles and are received from the manufacturer without the necessary components required for the Department's intended use. The Contractor shall provide all labor and materials to install the required components in or on these vehicles as specified in this SOW.

2. Definitions.

In this Contract, the following term is defined as set forth below:

Business Days – Monday through Friday, inclusive, except for State government holidays and Department office closures.

3. Payment Provisions.

- a. Compensation. This is a fixed rate Contract. The Contractor's compensation for this Contract is stated in Attachment 3, Price Response, which is incorporated by reference.
- b. Expenses. The Department will not compensate the Contractor for any of its expenses, including travel-related expenses.
- c. Invoicing. The Contractor will invoice the Department after the Contractor has received acceptance and approval of the services performed on the vehicle from both the Division's Fleet Manager and the Department's Contract Manager. The Contractor shall submit invoices to: Fleet Manager, Operational Support Services, Division of Investigative and Forensic Services, State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399.

The Contractor will be paid at the fixed rates established in Attachment 3, Price Response. For each invoice, the Contractor shall list the vehicle identification number (VIN) and all components installed and services performed on that vehicle. The Contractor's invoice must account for all financial consequences, as set forth in Section 4, Financial Consequences.

4. Financial Consequences.

All work must be completed within one hundred twenty (120) days of receipt of the vehicle from DFS. The Contractor will sign a receipt of authorization form from the Department when it receives the vehicle for which services are required. Each day beyond the one hundred twenty (120) days will result in a financial consequence requiring the Contractor to deduct \$50.00 per day from the invoice for the vehicle that has not been completed. In addition, if the work is not completed within one hundred twenty-five (125) days of the Contractor's receipt of the vehicle, the Contractor will incur a financial consequence requiring the Contractor to deduct twenty percent (20%) from the initial invoiced amount for that vehicle.

5. Contractor Requirements.

- a. Required Tasks. The Contractor shall complete the following tasks:
 1. Participate in pre-construction conferences as required by the Department.

2. Provide all equipment, including supplies and components, needed to complete the installation of the components listed in this SOW, to the extent the Department requires that those components be installed.
 3. Provide any additional equipment, including supplies, needed for any other services or installations required under this Contract.
 4. Perform the required installations and services, including any required warranty work, in accordance with the requirements of this SOW.
 5. By the 15th day of each month, submit a monthly status report to the Department's Fleet Manager that details the level of services provided, the hours spent on each task, and any upcoming significant tasks or activities.
- b. Performance Measures. In addition to the performance measures stated in Section 5, Performance Measures, of Attachment 1, Standard Terms and Conditions (Applicable to Competitively Procured Contracts), the Contractor shall:
1. use new and unused parts unless otherwise specified herein or otherwise approved in writing by the Department's Contract Manager; and
 2. perform the services in a professional and workmanlike manner in accordance with industry standards and practices as listed in Section 13(c) of this SOW.

The Contractor shall complete all installations, other required services, and warranty work within one hundred twenty (120) days of the Contractor's receipt of the vehicle.

- c. Contractor Location. The Contractor shall perform the services required under the Contract at a location that is within 500 miles of Tampa, Florida.
- d. Fleet Standardization. The Contractor shall work with the Department to keep the fleet standardized; each vehicle will have equipment in the same locations and controls programmed identically unless otherwise specified by the Department. The Department will determine the location of controls and equipment.

6. Component Specifications.

If instructed by the Department to install any of the below-listed equipment (referred to hereafter as "components"), the Contractor shall do so in accordance with the requirements of this SOW. The Department may change the specified location of any component listed in this Section 6, Component Specifications, for any vehicle.

- a. Carefree of Colorado Freedom Roof Mount 12V Electric Awning with LED lights at lead rail and Carefree Connects Wireless Awning Control System with Auto-Retraktion: A 12V vinyl electric roof mounted awning with LED lights must be installed on the vehicle roof. It must have lateral arms to support the awning when deployed. The support arms must adjust with flip lock controls to adjust for awning height. It must open and close with the push of a button and will include a manual override if power is lost. The awning must be equipped with a motion sensor to detect inclement weather and automatically retract the awning.
- b. Cast products #fg4205-21-263-1 stainless steel door with pass-thru: The cast products stainless steel door must be provided and installed on the side of the van to allow robotic wires or cables to pass thru to the interior of the van. It must include a keylock to secure the door when closed.
- c. Van body insulation: The van body ceiling and walls must be insulated with full thickness polystyrene foam sheeting. The sheeting must be sandwiched between the outer skin and the inner walls. The sheeting must also insulate around the top and backside of all the exterior compartments.

Insulation material must be fire retardant and shall not absorb moisture. The insulation must be firmly held in place and must not shift or deteriorate once installed.

- d. Van body finish floor - Lonseal vinyl floor: The interior floor of the van body must be covered with a seamless *Lonseal* diamond plate design vinyl. Floor covering must be permanently applied after proper preparation of the sub-floor. A diamond plate kickplate must extend a minimum of 4" up the aisle walls, providing a durable scuff protection base board for the perimeter of the interior crew area. The threshold at the entry door(s) must be flush and have no lips or offsets.
- e. Van body sub-walls - 1/4": The interior framing of the van body side walls must be fitted with an expanded PVC board to provide a firm sub-wall for the finish material. The sub-wall must be mechanically held in place with countersunk screws a minimum of 24" on-center (o.c.).
- f. Van body finish walls - magnetic dry/erase material: The finished walls must be fiberglass reinforced plastic linen finished sheet material that is laminated to 1/4" (.025") thick expanded PVC boards must be covered with magnetic dry/erase material. The finish must provide a non-glare, durable, wall finish down to the floor of the interior walkway. Satin finished trim molding must be installed at all edges and seams of the wall covering. Side and rear doors must be covered with both dry erase material and carpet for a finished appearance.
- g. Van body sub-ceiling: The interior framing of the van body roof must be fitted with an expanded PVC board to provide a firm flat surface for the finish material. The sub-ceiling must be mechanically fastened in place with countersunk screws a minimum of 24" o.c.
- h. Van body finish ceiling - aluminum composite finish: The finish ceiling of the van body must be white aluminum composite finished sheet material. The finish must provide a non-glare, durable, ceiling finish. Satin finished trim molding must be installed at all seams of the ceiling covering.
- i. Heavy duty interior cabinet shelf tracks: Shelving tracks must consist of heavy duty channels fastened to the inside of the interior cabinet. The shelving tracks must provide unlimited vertical adjustment settings for shelving. A minimum of four (4) channels must be installed for each cabinet requiring shelf tracks.
 - Locations: one (1) set in each lower street side cabinet,
 - one (1) set in rear street side cabinet, and
 - one (1) set in rear curbside cabinet
- j. 3/16" (.188") adjustable shelves for interior cabinet(s): Shelving must be constructed of 3/16" (.188") smooth aluminum plate. Each shelf must have a front and rear edge broke at 90 degrees to form a 1-1/2" lip. Each shelf must include a minimum of four (4) mounting brackets designed for fastening the shelf to shelving tracks. Shelf design must allow for the removal and remounting of shelves with the 1-1/2" retainer lip down for a "lip-free" shelf edge, if desired.
 - Locations: two (2) in forward street side interior cabinet,
 - one (1) in mid street side interior cabinet,
 - three (3) in rear street side interior cabinet, and
 - three (3) in rear curbside interior cabinet
- k. Overhead storage cabinet(s) - aluminum | up to 48" wide: Each "custom" cabinet must be constructed out of 1/8" (.125") *smooth aluminum* plate. The compartment must be constructed as an independent unit, with its own top, sides, bottom and back. All seams in the compartment must be welded continuous. Each cabinet interior must be painted for a finished appearance.
 - Locations: two (2) curbside interior of van

- l. Overhead storage cabinet(s) - aluminum | up to 60" wide: Each "custom" cabinet must be constructed out of 1/8" (.125") *smooth aluminum* plate. The compartment must be constructed as an independent unit, with its own top, sides, bottom and back. All seams in the compartment must be welded continuous. Each cabinet interior must be painted for a finished appearance.
Locations: two (2) street side interior of van
- m. Small storage cabinet(s) – aluminum: Each "custom" cabinet must be constructed out of 1/8" (.125") *smooth aluminum* plate. The compartment must be constructed as an independent unit, with its own top, sides, bottom and back. All seams in the compartment must be welded continuous. Each cabinet interior must be painted for a finished appearance.
Location: one (1) forward street side interior of van under workbench
- n. Medium storage cabinet(s) – aluminum: Each cabinet must be constructed out of 1/8" (.125") *smooth aluminum* plate. The compartment must be constructed as an independent unit, with its own top, sides, bottom and back. All seams in the compartment must be welded continuous. Each cabinet interior must be painted for a finished appearance.
Location: one (1) mid street side interior of van under workbench
- o. Large storage cabinet(s) – aluminum: Each cabinet must be constructed out of 1/8" (.125") *smooth aluminum* plate. The compartment must be constructed as an independent unit, with its own top, sides, bottom and back. All seams in the compartment must be welded continuous. Each cabinet interior must be painted for a finished appearance.
Locations: one (1) rear street side interior of van and
one (1) rear curbside interior of van
- p. Heavy duty locking interior drawer(s) - aluminum (up to 24"): Drawer(s) must be constructed of 1/8" (.188") *smooth aluminum plate*. Each drawer must have a lip with welded corners to form a box type tray surface. Drawer design and construction must prevent flexing and provide a rigid equipment tray. Each drawer must utilize a "locking" paddle latch. The latches must release the drawer to allow it to slide-out in one (1) piece. The sliding track assemblies for each drawer must be manufactured by *Grant Manufacturing Company or equivalent*. These sliding track mechanisms must be bolted, one each side, to the aluminum equipment drawer allowing the equipment drawer to extend out, providing improved access. Each drawer assembly must be rated at 300 pounds, based on sliding track assembly rating of 150 pounds each.
Locations: five (5) under curbside workbench
- q. Hinged solid locking door(s) for cabinets/closets - SM (small): Each cabinet must include a solid door that is either vertically or horizontally hinged.
Locations: one (1) for front street side interior cabinet under workbench and
one (1) for mid street side interior cabinet under workbench
- r. Hinged solid locking door(s) for cabinets/closets - MED (medium): Each cabinet must include a solid door that is either vertically or horizontally hinged.
Locations: two (2) for rear each street side and curbside cabinets and
one (1) for each curbside overhead cabinet (over work bench)
- s. Hinged solid locking door(s) for cabinets/closets – LG (large): Each cabinet must include a solid door that is either vertically or horizontally hinged.
Location: one (1) for each street side overhead cabinet (over work bench)

Attachment 2

- t. Southco #m1-42-8 stainless steel "d" door latches: Southco Model #M1-42-8 stainless steel "D" door latches must be provided for interior cabinet doors.
- u. Stainless steel locking paddle handle(s): Heavy duty stainless steel paddle handle door latches must be provided for interior cabinet doors.
- v. Custom slide-out platforms for day boxes: Drawer(s) must be constructed of 1/8" (.188") *smooth aluminum plate*. Each drawer must have a lip with welded corners to form a box type tray surface. Drawer design and construction must prevent flexing and provide a rigid equipment tray. Each drawer must utilize a "locking" paddle latch. The latches must release the drawer to allow it to slide-out in one (1) piece. The sliding track assemblies for each drawer must be manufactured by *Grant Manufacturing Company*. These sliding track mechanisms must be bolted, one each side, to the aluminum equipment drawer allowing the equipment drawer to extend out, providing improved access. Each drawer assembly must be rated at 300 pounds, based on sliding track assembly rating of 150 pounds each.
Locations: mounted on lower adjustable shelves in rear storage cabinets
- w. Large work benches - covered with Wilsonart Gibraltar pebble gray material: Work bench must be constructed of extruded aluminum tubing forming a structural framework and must have a PVC board overlay which will be covered with Wilsonart Gibraltar pebble gray material (Corian). It must have a smooth finish for use as a working surface.
Locations: street side and curbside interior of van
- x. Install customer-supplied 24" and 42" HDTV monitors + wall mount brackets: The customer-supplied 120-volt 24" + 42" LED monitors + wall mounted brackets must be installed, as directed by the purchaser. The monitors must be securely fastened where it will not move or shift out of place while the vehicle is in transit. The location for installation will be determined at the pre-construction conference for the vehicle.
- y. Wall mounted rear switch panel: A switch console must be installed in the back of the van. The rocker switches must control the rear interior lighting and the electric awning controls.
- z. Switch label package: All switches and control devices supplied by the manufacturer must include permanently engraved labels. Rocker switches must be identified with backlit white translucent labels with black lettering.
- aa. Tecniq #E20-WC00-1 orion 6" surface mount white LED interior light(s): The interior area must have 6" round LED dome light(s) installed in the module ceiling and must include a polished bezel. Each white LED dome light must be a *Tecniq Model #E20-WC00-1* controlled by a rocker switch or vmux system in the interior control panel.
Location: overhead down the center of the van
- bb. Tecniq #E35-WB00-1 12" linear LED surface mount under cabinet strip light(s): There must be *Tecniq Model #E35-WB00-1* 12" linear LED surface mounted under cabinet strip light(s) installed. Each must be placed in a location to illuminate the work surface below. The light(s) must be switched at or near the light location via a rocker switch.
Locations: two (2) under the street side overhead cabinets and
one (1) under the curbside overhead cabinets
- cc. Wiring access cove package: There must be wiring access covers installed around the complete interior ceiling for access to the wires that run down the side walls or behind cabinets. These covers

Attachment 2

must be constructed of FRP or carpet material. They must be securely fastened in place with Phillips head screws and a bottom track molding.

- dd. HDMI audio/video cable & outlet: An HDMI audio/video outlet must be provided in a location designated by the purchaser. Audio/video cables must be run from the input location and terminate at the outlet plate location.

Note: To be mounted to wall inlets and connected to the back of each monitor

- ee. 12-volt #091-85-12 low voltage alarm & light (NFPA): An audible and visual warning must be provided to alert personnel of an impending electrical system failure caused by the excessive discharge of the 12-volt battery bank. The audible alarm must sound if the voltage at the battery or master disconnect switch drops below 11.5 volts.

Location: rear switch panel

- ff. 12 vdc battery/charging system – single: The vehicle must be equipped with an adequate battery/charging system. This system must include no less than two (2) commercial batteries and a heavy-duty alternator which has the capacity of maintaining the electrical system. In addition, this system must include a voltmeter and ammeter to visually monitor its operation. A low voltage monitor with a warning buzzer and flashing light must also be incorporated.

- gg. Magnum inverter / charger: Magnum inverter charger must be installed in a select location within the vehicle.

- hh. Household 15-amp interior receptacle(s) – duplex: Each interior receptacle must be installed and wired directly to the inverter on the inside of the module body. Each receptacle must be rated for 120 volts at 15 amps.

- ii. Household 120v/15-amp quad interior receptacle(s): Each quad interior receptacle must be installed and wired directly to the inverter on the inside of the module body. Each receptacle must be rated for 120 volts at 15 amps.

- jj. Kussmaul #091-55-15-120 15a super l/l inlet w/auto-eject: There must be a *Kussmaul Model #091-55-15-120* "Super auto-eject" 120-volt, 15-amp landline inlet provided. It must be wired to the vehicles 120-volt system for hookup from an external power source. The inlet is completely sealed and has an internal switch that closes and opens the 120V A.C. Circuit after the mating connector is inserted and before the connector is removed, which prevents arcing. The landline inlet must automatically discharge the power cord plug when the chassis ignition switch is turned on.

- kk. Power strip with USB outlets: Power strip with USB outlets must be installed by the Contractor above street side workstation.

All components must be equivalent to or must exceed the brand name specifications listed above. If the Contractor is offering to provide a substitute component as an equivalent that meets or exceeds a required component, the Contractor shall provide all manufacturer documentation, including the applicable manufacturer specification sheet, to the Department's Contract Manager to support that the substitute component is equivalent to or exceeds the brand name specifications listed above. The Department shall evaluate the proposed substitute component and either approve or reject the Contractor's proposed substitute. The Department reserves the right to deem the proposed substitute component unacceptable.

The Contractor shall notify the Department if, at any time during the Contract term, any of the above-listed components become obsolete, discontinued, or replaced by the manufacturer and shall propose a substitute component to the Department for review and approval. The Contractor shall provide all manufacturer documentation, including the applicable manufacturer specification sheet, to the Department's Contract Manager to support the use of the substitute component in place a component listed above. The Department shall evaluate the proposed substitute component and either approve or reject the Contractor's proposed substitute; this decision shall be solely within the Department's discretion.

The Contractor shall provide and install any substitute components the Department requires at the same prices provided on Attachment 3, Price Response, for the component for which the substitution is made.

If any installed component does not meet the specifications contained in this SOW or if any substitute component does not meet the specifications for that substitute component that have been approved by the Department's Contract Manager, the Department, in its sole discretion, may refuse acceptance of that component at no cost to the Department or to unilaterally terminate the Contract at no cost to the Department.

7. General Installation Requirements.

- a. In all vehicles, airbag deployment zones must be avoided per vehicle manufacturer recommendations.
- b. In all vehicles, the Contractor shall separately fuse each piece of electrical equipment. The Contractor shall rigidly mount all equipment in accordance with the vehicle manufacturer's recommendations, so that the equipment does not become projectiles in an accident.
- c. The Contractor shall vacuum all metal shavings from inside and outside of all vehicle surfaces.
- d. The Contractor shall supply all fuses, fuse holders, terminals, splice connectors, and hardware, as well as any cable required between the equipment and the power source. All fuse holders must be crimped to the wires.

8. Additional Services.

During the term of the Contract, the Contractor shall provide vehicle service to the fleet, including removing and/or installing items that may or may not be specified as components in this SOW, retrofitting existing equipment to the fleet, or making repairs to the fleet. The Contractor shall supply all fuses, fuse holders, terminals, splice connectors, and hardware, as well as any cable required between the equipment and the power source; the Department shall provide the Contractor with any additional required parts, or, with prior approval in writing from the Department's Contract Manager, the Department shall reimburse the Contractor for the required parts. If these services require the replacement and re-installation of any of the required components provided in Attachment 3, Price Response, the Contractor shall be required to provide and install those components at a rate not to exceed the rate specified in Attachment 3, Price Response.

For these additional services, the Department shall compensate the Contractor at the Hourly Rate for Additional Services listed in Attachment 3, Price Response, for the Contractor's labor only. The Contractor will not be entitled to any additional compensation except as described in this Section 8, Additional Services.

The Department shall conduct a pre-construction conference with the Contractor to discuss the terms of the services with the Contractor as well as any required parts for the services. The Contractor will not be provided compensation for participation in pre-construction conferences or any other required conferences with the Department.

After the pre-construction conference, the Contractor shall provide the Department with the number of hours the Contractor will require to perform the additional services. The Contractor will only be permitted

to proceed with the additional services after receiving written approval from the Department's Contract Manager.

9. Vehicle Storage.

The Contractor shall have a secure location to store the vehicle(s) while the services are being provided and until the Department's inspection of the vehicle is concluded and the services are approved. The vehicle storage location must be locked and secured within a fenced perimeter or other locked enclosure while the vehicles are at the installation location.

10. Department's Responsibilities.

- a. Oversight. The Department shall conduct pre-construction meetings with the Contractor to facilitate a clear and mutual understanding of the services to be provided. The Department's Contract Manager and the Division's Fleet Manager shall review the Contractor's invoices for approval accordance with the terms of the Contract.
- b. Vehicle Transportation. The Department shall transport the vehicle to and from the Contractor's service location.
- c. Authorization for Services. The Department shall provide the Contractor with a receipt of authorization form for any vehicle delivered to the Contractor for services. The Contractor shall acknowledge receipt of those listed vehicle(s) and the date received on the authorization form. The receipt of authorization form will authorize the Contractor to begin work on the vehicle(s). The Contractor shall retain a copy of the receipt of authorization, and the Department's Contract Manager shall retain the signed original.
- d. Receipt of Vehicle. The Department shall acknowledge its receipt of the vehicle from the Contractor in writing and shall record the number of miles on the vehicle when it is received.

11. Miscellaneous Contract Terms.

- a. Insurance. The Contractor must provide proof of insurance (Certificate of Liability Insurance) that covers, at a minimum, the amount of the total purchase price of the vehicle(s) for which it is providing services at one time. The Contractor's insurance must cover any vandalism or damage to the vehicles during the time the vehicles are in the Contractor's possession. The insurance must also cover any theft of the vehicles that occurs during the time the vehicles are in the Contractor's possession.
- b. Warranty. The Contractor warrants all of its services and installations on each vehicle to be free from defects in material and workmanship. The Contractor warrants all parts and materials used by the Contractor against mechanical, electrical, and workmanship defects. The obligation under this warranty is limited to repair and replacement of any parts (excluding parts purchased by the Department) or labor for *twelve (12) months* after Department receipt of the vehicle from the Contractor or for *twelve thousand (12,000) miles* after receipt of the vehicle from the Contractor, whichever event first occurs. The Contractor shall make necessary repairs or replace and reinstall defective parts, under this warranty without charge to the Department.
- c. Applicable Publications and Standards. All services performed by the Contractor pursuant to this SOW must be performed in accordance with the following publications and standards:
 1. The National Electric Code. Copies can be obtained from: <http://www.nfpa.org/index.asp> or by writing the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.
 2. The applicable automobile manufacturer's specifications and recommendations.

The updated editions of these publications and standards will become part of these specifications. If there are inconsistencies between the Department's specifications and the publications or standards

listed herein, the Contractor shall identify those discrepancies to the Department's Contract Manager. The Contractor shall follow the Department's specifications unless otherwise authorized by the Department's Contract Manager in writing.

- d. PUR 1000. The following provisions found in Attachment 4, PUR 1000, are not applicable to this Contract:
 - Section 2. Purchase Orders;
 - Section 3. Product Version;
 - Section 4. Price Changes Applicable only to Term Contracts subsections (b), Best Pricing Offer and (e), Equitable Adjustment;
 - Section 5. Additional Quantities;
 - Section 6. Packaging;
 - Section 8. Safety Standards;
 - Section 11. Transportation and Delivery;
 - Section 12. Installation;
 - Section 27. Purchase Order Duration;
 - Section 29. Assignment;
 - Section 31. Dispute Resolution; and
 - Section 39. Leases and Installment Purchases.

- e. Contract Duration. The initial Contract term will be for a period of three (3) years beginning upon the date of execution. The Contract may be renewed for a period of up to three (3) years in accordance with section 287.057(13), F.S.

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Instructions: In Table A below, the Respondent shall provide its price to provide and install the stated quantities of each component listed below for Contract Year 1 through Contract Year 3 and Contract Renewal Year 1 through Contract Renewal Year 3. In Table B, the Respondent shall provide its hourly rate to provide additional services as described in Section 8, Additional Services, of Attachment 2, Statement of Work, for Contract Year 1 through Contract Year 3 and Contract Renewal Year 1 through Contract Renewal Year 3. **Failure to provide pricing for any column in either Table A or Table B will result in the Respondent being deemed non-responsive.**

TABLE A – COMPONENT INSTALLATION

Components (See Section 6, Component Specifications, of Attachment 2, Statement of Work, for further information)	Quantity	Component and Installation Price					
		Year 1	Year 2	Year 3	Renewal Year 1	Renewal Year 2	Renewal Year 3
a. Carefree of Colorado Freedom Roof Mount 12V Electric Awning with LED lights at lead rail and Carefree Connects Wireless Awning Control System with Auto-Retraction	1						
b. Cast products #fg4205-21-263-1 stainless steel door with pass-thru	1						
c. Van body insulation	1						
d. Van body finish floor - Lonseal vinyl floor	1						
e. Van body sub-walls - 1/4"	1						
f. Van body finish walls - magnetic dry/erase material	1						
g. Van body sub-ceiling	1						
h. Van body finish ceiling - aluminum composite finish	1						
i. Heavy duty interior cabinet shelf tracks	12						
j. 3/16" (.188") adjustable shelves for interior cabinet(s)	9						

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k. Overhead storage cabinets - aluminum - up to 48" wide	2						
l. Overhead storage cabinets - aluminum - up to 60" wide	2						
m. Small storage cabinet - aluminum	1						
n. Medium storage cabinet - aluminum	1						
o. Large storage cabinets - aluminum	2						
p. Heavy duty locking interior drawers - aluminum (up to 24")	5						
q. Hinged solid locking doors for cabinets/closets - SM	2						
r. Hinged solid locking doors for cabinets/closets - MED	3						
s. Hinged solid locking door for cabinets/closets - LG	1						
t. Southco #m1-42-8 stainless steel "d" door latches	8						
u. Stainless steel locking paddle handles	8						
v. Custom slide-out platforms for day boxes	5						
w. Large work benches - covered with Wilsonart Gibraltar pebble gray material	2						
x. Install customer-supplied 24" and 42" HDTV monitors + wall mount brackets	2						
y. Wall mounted rear switch panel	1						
z. Switch label package	1						
aa. Tecniq #E20-WC00-1 orion 6" surface mount white LED interior light	1						
bb. Tecniq #E35-WB00-1 12" linear LED surface mount under cabinet strip lights	3						

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cc. Wiring access cove package	1						
dd. HDMI audio/video cable & outlet	1						
ee. 12-volt #091-85-12 low voltage alarm & light (NFPA)	1						
ff. 12 vdc battery/charging system - single	1						
gg. Magnum inverter / charger	1						
hh. Household 15-amp interior receptacles - duplex	2						
ii. Household 120v/15-amp quad interior receptacles	2						
jj. Kussmaul #091-55-15-120 15a super I/I inlet w/auto-eject	1						
kk. Power strip with USB outlets	1						
	TOTALS (for ITB scoring purposes only):						

TABLE B – ADDITIONAL SERVICES

	Year 1	Year 2	Year 3	Renewal Year 1	Renewal Year 2	Renewal Year 3
Hourly Rate for Additional Services (See Section 8, Additional Services, of Attachment 2, Statement of Work, for further information)						

**DEPARTMENT OF FINANCIAL SERVICES
PUR 1000**

ATTACHMENT 4

**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 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 release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the

amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation

includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF**

MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

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

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

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

- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or

other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a

subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be

unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

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

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

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

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

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

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

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations

relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it

nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing

additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

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

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number, and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsInquiry@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**DEPARTMENT OF FINANCIAL SERVICES
Mandatory Criteria Certification Form**

Attachment B

By submitting this form, Respondent acknowledges that the Department will rely on the representations made on this form in making its decision of award. If the Department discovers that any of the information on this form is false prior to the award of the Contract, the Department reserves the right to deem the Respondent non-responsive and cease any consideration of its Response. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

The Respondent will be deemed non-responsive if: (1) the Respondent fails to provide a “Yes” Certification Answer for any of Certification Questions 1 through 7; (2) the Respondent fails to provide a “Yes” Certification Answer for one of the sub-questions (a. through c.) in Certification Question 8; or (3) the Respondent fails to provide either a “Yes” or “N/A” Certification Answer for Certification Question 9.

As the person authorized to sign this form, I certify that the Certification Answers provided below are accurate as to the Respondent.

Respondent Name: _____

Authorized Representative: _____
Printed Name
Signature
Date

#	Certification Question	Certification Answer	
1.	Does the Respondent certify that it agrees to the terms above?	__ Yes	__ No
2.	Does the Respondent certify that the person submitting the Response is authorized to respond to this solicitation on the Respondent’s behalf?	__ Yes	__ No
3.	Does the Respondent certify that it has met the disclosure requirements for Conflicts of Interest as outlined in Section 6 of the PUR 1001?	__ Yes	__ No
4.	Does the Respondent certify that it will perform the services required under the Contract at a location that is within 500 miles of Tampa, Florida?	__ Yes	__ No
5.	Does the Respondent certify that it is not on the Convicted Vendor List or Discriminatory Vendor List as provided in sections 287.133 and 287.134, F.S., respectively?	__ Yes	__ No
6.	Does the Respondent certify compliance with Section 9, Respondent’s Representation and Authorization, of the PUR 1001, as modified by Section 3.1, Instructions to Respondents, of the ITB document?	__ Yes	__ No
7.	Does the Respondent certify that it is not engaged in a boycott of Israel or on the Scrutinized Companies that Boycott Israel List?	__ Yes	__ No
8.	Certify one and select the appropriate response for the others, or select “No” for each if none can be certified to:		

Attachment B

	a. Does the Respondent certify that it is registered with the Florida Department of State?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	b. Does the Respondent certify that if awarded a contract under this solicitation, it will register with the Florida Department of State prior to execution of the Contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	c. Does the Respondent certify that it is not required to register with the Florida Department of State (see applicable sections of Title XXXVI, Business Organizations, chapters 605 through 623, F.S.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Does the Respondent certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List, or 2) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?, <i>Select "N/A" if the goods or services to be provided are less than \$1 million based on the total submitted on the Price Response, including all renewal years.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**DEPARTMENT OF FINANCIAL SERVICES
Business Reference Form**

Attachment C

The Respondent shall require its references to complete the form providing all the requested information. References should be directly relevant to the services in the solicitation.

This form must be completed by the person giving the reference for the Respondent. The Respondent is submitting a reply to a solicitation. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization. This business reference is for (Respondent's Name): _____

Upon completion of this form, please return original to Respondent.

REFERENCE INFORMATION	
Organization Name:	Phone #: () -
Reference Name:	Title:

BUSINESS RELATIONSHIP WITH RESPONDENT	
Relationship to Respondent: (e.g., subcontractor, customer).	Years of Relationship: _____ Dates:
If a customer, please describe the primary service the Respondent provides your organization:	Respondent acted as: <input type="checkbox"/> primary provider or <input type="checkbox"/> subcontractor or <input type="checkbox"/> N/A
Do you have a business or professional interest in the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please describe:	

PERFORMANCE OF RESPONDENT
Have you experienced any performance problems with the Respondent's organization? <input type="checkbox"/> Yes or <input type="checkbox"/> No
If yes, please describe:

As the person authorized to sign the statement, I certify that the above information is correct. I also certify that I am not:

- a current employee of the Department;
- a former employee of the Department, within the past three (3) years;
- a person currently or formerly employed by the Respondent's organization;
- a board member of the Respondent's organization; or
- a relative of any of the above.

I further certify that:

- the business organization that I work for is not based solely in a foreign country; and
- a member of the Respondent's organization, has not has written and/or otherwise completed this form on my behalf.

Reference's Original Signature

Date

Reference Name

**DEPARTMENT OF FINANCIAL SERVICES
Award Preferences Form**

Attachment D

The Respondent's responses on this form will only be used in the event of a tie. If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the Respondent liable for costs associated with re-procurement.

1. Choose the responses that apply by checking the applicable box(es) below:

- Respondent is a certified minority business enterprise as defined in section 288.703, F.S.
- Respondent is a certified veteran business enterprise as provided in section 295.187, F.S.
- Respondent has implemented a drug-free workplace program in accordance with section 287.087, F.S.
- Respondent is a foreign manufacturing company with a factory in Florida and employing over 200 employees working in Florida.
- Respondent is not eligible for any of the above preferences.

2. Complete the following statement:

Respondent has a net worth of _____.

As the person authorized to sign this form, I certify that the information provided above is accurate as to the Respondent.

Name of Respondent: _____

Signature: _____

Printed Name: _____

Date: _____