



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

January 20, 2011

Prospective Contractor:

Subject: DEP Solicitation Number 2011025C
Request for Proposals (RFP) for a Water Monitoring System Website Software-as-a-Service

This is an RFP to select a contractor to provide the Department's Division of State Lands (DSL) a Software-as-a-Service (SaaS) Water Monitoring System Website. The RFP package consists of this transmittal letter with the following attachments:

- Attachment A - DEP Solicitation Acknowledgment Form
- Attachment B - General Instructions for the Preparation and Submission of Proposals for a Water Monitoring System Website Software-as-a-Service
- Attachment C - Scope of Services
- Attachment D - Cost Proposal Forms
- Attachment E - Client Reference Forms
- Attachment F - Evaluation Criteria
- Attachment G - Drug Free Workplace Certification
- Attachment H - RFP Response Checklist
- Attachment I - Respondent Summary Form
- Attachment J - Proposed Contract

Your response should comply fully with these instructions which stipulate what is to be included in the response. **Prospective contractors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the sealed envelope or package transmitting their response.** This information is used only to put the DEP's mailroom on notice that the package received is a response to a DEP solicitation and therefore should not be opened but delivered directly to the DEP Procurement Section.

This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a response in any form or to procure or contract for said services or supplies. The Secretary of the DEP, or his/her written designee, is the only individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this solicitation.

The designated DEP Procurement Section representative for this solicitation is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided in Attachment B, Section B.5.

Sincerely,

Ruth Heggen
Procurement Administrator

RH/rh

Attachments

Attachment A
DEP SOLICITATION ACKNOWLEDGEMENT FORM



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page <u>1</u> of <u>63</u> pages	SUBMIT PROPOSAL TO: Department of Environmental Protection Procurement Section, Carr Building, Room 235 3800 Commonwealth Boulevard, MS#93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361		
AGENCY RELEASE DATE: <u>JANUARY 20, 2011</u>			
SOLICITATION TITLE: WATER MONITORING SYSTEM WEBSITE SOFTWARE-AS-A-SERVICE		SOLICITATION NO: 2011025C	
PROPOSALS WILL BE OPENED: ON TUESDAY, FEBRUARY 15, 2011 @ 2:30 P.M. ET and may not be withdrawn within <u>180</u> days after such date and time.			
VENDOR NAME:		*AUTHORIZED SIGNATURE (MANUAL) *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.	
VENDOR MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.			
RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

NOTE: This section is superseded by a condition in Attachment B. Electronic submission of proposals is not required and will not be accepted.

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

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

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **NOTE:** This section is superseded by a condition in Attachment B.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of the following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o 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
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.
11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
12. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcg.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic

posting. The Buyer shall not provide tabulations or notices of award by telephone. NOTE: This section is superseded by a condition in Attachment B.

13. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected. NOTE: This section is superseded by a condition in Attachment B.
14. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
15. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
17. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
18. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
19. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

(PUR 1001 – 60A-1.002(7), F.A.C.)

PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
 - (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, or other authorized means).
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase

order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. NOTE: This section is superseded by a condition in Attachment B.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.
8. **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.
9. **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.
10. **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.

11. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
12. **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.
13. **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 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.
14. **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.
15. **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 repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, 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.

17. **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 on a purchase order or other special contract condition.
18. **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.
19. **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://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
20. **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. NOTE: This paragraph is superseded by a condition in Attachment B.

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.

21. **Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the 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 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. NOTE: This section is superseded by a condition in Attachment B.

22. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, 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. Suspension of work shall not entitle the Contractor to any additional compensation.

23. **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.
24. **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.
25. **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.
26. **Scope 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.
27. **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.
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; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **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 ten (10) 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.

31. **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. 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.
32. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State 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.
33. **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.
34. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. **NOTE: This section is superseded by a condition in Attachment B.**
35. **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.
36. **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.
37. **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.
38. **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.
39. **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.pride-enterprises.org/>.

40. **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>.
41. **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.
42. **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.
43. **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.
44. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
45. **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.
46. **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.
47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)

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ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS FOR A WATER MONITORING SYSTEM WEBSITE SOFTWARE-AS-A-SERVICE

- B.1 Solicitation Number: 2011025C
- B.2 Solicitation Type: Request for Proposals (RFP)
- B.3 Date of RFP Issuance: January 20, 2011
- B.4 Program Area: Bureau of Surveying & Mapping
Division of State Lands
Florida Department of Environmental Protection (DEP)
- B.5 Solicitation Timeline:

By Friday, January 28, 2011 @ 5:00 p.m. ET all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By Wednesday, February 2, 2011 @ 5:00 p.m. ET the DEP anticipates posting the questions received and the DEP's answers on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By Tuesday, February 15, 2011 @ 2:30 p.m. ET, prospective contractors shall submit six (6) copies of their response to this solicitation (see Section B.31 for response preparation instructions).

On or after 8:30 a.m. ET, on Tuesday, March 8, 2011, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

- Click on BUSINESS
- Click on "Doing Business with the State"
- Under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System"
- Click on "Search Advertisements"
- Under the "Agency" search field, select the "Department of Environmental Protection" and click on "Initiate Search"
- Click on the solicitation number "2011025C-AD"

The DEP reserves the right to short list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the DEP exercises the right, the short list will be posted on the Vendor Bid System at www.myflorida.com on or after 8:30 A.M. ET, Tuesday, March 8, 2011. In the event that the Department exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

These dates are to be used by prospective contractors for planning purposes and are subject to change. The DEP reserves the right to revise the solicitation schedule provided above.

Please notify the DEP Procurement Section identified below (see Section B.6) at least ten (10) days prior to the due date for responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.

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B.6 Response Submittal (This section supersedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses.):

See the instructions for response preparation in Section B.31. Electronic submission of responses is not required and will not be accepted for this solicitation. Responses may be sent by U.S. Mail, Courier, or Hand-Delivered. RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.

Responses must be received by:

Ms. Ruth Heggen
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: 850-245-2361

NO LATER THAN 2:30 p.m. Eastern Time (ET) on Tuesday, February 15, 2011.

All responses must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number and date/time of the opening for solicitation for which the response is intended. The DEP is not responsible for the opening of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its response is submitted at the place and time indicated in this solicitation. Respondents are required to complete, sign, and return the "DEP Solicitation Acknowledgement Form" with their response.

CAUTION: A response received at the office designated after the exact time specified for receipt will not be considered.

B.7 Questions (This section supersedes Attachment A, PUR1001, Instruction #5, Questions.):

Any questions from prospective contractors concerning this RFP shall be submitted in writing, identifying the submitter, to Ruth Heggen at the address specified in Section B.6 above, or by email to Ruth.Heggen@dep.state.fl.us or by facsimile to 850-245-2411, no later than 5:00 p.m. ET on Friday, January 28, 2011. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the DMS Vendor Bid System.

Each prospective contractor shall and must assume that they are responsible for any and all services required under this solicitation. The DEP Contract Manager shall be the sole judge of conditions which are satisfactory and acceptable. The prospective contractor is also required to carefully examine the specifications set forth and to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected contractor because of lack of knowledge of conditions or requirements and the selected contractor will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on the DEP and shall not be relied upon by any prospective contractor.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the DEP Procurement Section referred to in Item B.6 above.

B.8 Restriction on Communication with DEP Staff:

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.

B.9 Notification (This section supersedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award.):

Tabulation of Results, with the recommended agency decision, will be posted for review by interested parties at the location specified in Section B.5 above on or after 8:30 a.m. ET on Tuesday, March 8, 2011, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any respondent who desires to protest the recommended contract award must file a notice of protest and formal protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Carr Building, Room 235, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

B.10 Disclosure and Ownership of Proposal Contents by the DEP:

A Respondent's proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Respondent's proposal (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful proposal, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. A Respondent's submission of a proposal shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such proposal and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's proposal, upon submission, and the contract shall be the property of the DEP except those parts asserted to be exempt in the manner set forth below, and the DEP, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and Contract. The DEP reserves the right to use any and all information contained in a Respondent's proposal.

Any proposal content submitted to DEP which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

B.11 Public Records:

Any material submitted by a Respondent will become a public record pursuant to Chapter 119, Florida Statutes, ten (10) days after the DEP opens the proposals or when the notice of intended award is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.10 above.

B.12 Description of Work Being Procured:

The Department of Environmental Protection (DEP) is requesting proposals to configure, support, maintain, and host a website where real-time water levels, water quality, and weather conditions can be displayed and downloaded by the public. All services shall be performed in accordance with the requirements and specifications set forth in the Scope of Services provided as Attachment C of this solicitation.

B.13 Number of Awards:

The DEP anticipates the issuance of one contract as a result of this solicitation. The DEP, at its sole discretion, shall make this determination.

B.14 Contract Period:

The contract shall begin upon execution and remain in effect for a period of two (2) years. The DEP reserves the right to renew any and all contracts resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewal shall be based upon satisfactory performance by the contractor and the availability of funding.

B.15 Type of Contract Contemplated (This section supersedes Attachment A, PUR1000, Condition #2, Purchase Orders.):

It is anticipated that the selected contractor shall be compensated on a combination fixed price/fee schedule basis. However, the DEP reserves the right to award another type contract if such will be most advantageous to the DEP and the State of Florida, price and other factors considered.

It is anticipated that the selected contractor shall be compensated on a fixed price per deliverable basis (price specified in the selected contractor's response) for development/configuration of the website deliverable. The fixed price for this deliverable shall include all costs necessary for the completion and submission of that deliverable, including but not limited to, staff hours, travel costs, expenses, overhead, and profit or fees. There shall be no additional reimbursement made to the selected contractor for this deliverable.

After the service has been implemented, it is anticipated that the selected contractor shall be compensated on a fee schedule basis for the Software-as-a-Service usage (cost per month per user). The entire cost of this project, to include both the fixed price for the deliverable submission of the website and the monthly cost for the first twelve (12) months of website maintenance/hosting may not exceed \$25,000.

A copy of the proposed contract containing all requirements is included as Attachment J. The requirements contained in the proposed contract should be closely reviewed by the offeror since modifications proposed by the offeror may not be considered.

B.16 Offer Acceptance Period:

The DEP expects to execute the contract(s) as soon as possible after the announcement of the award. The DEP has the discretion to terminate negotiations if agreement is not reached within thirty (30) days of announcement of an award.

B.17 Firm Response (This section supersedes Attachment A, PUR1001, Instruction #13, Firm Response.):

The DEP may make an award within one hundred eighty (180) days after the date of the response opening, during which period the response submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the response opening date, the response shall remain firm until either the DEP posts an Agency Decision or the DEP receives a written notice from the Respondent that the response is withdrawn, whichever occurs first. Any response that expresses a shorter duration may, in the DEP's sole discretion, be accepted or rejected.

B.18 Laws and Permits:

The selected contractor must comply with all local, state, and federal laws, rules, regulations and codes whenever work is being performed under the contract. All permits and licenses required for the selected contractor's company operations under the contract must be obtained by the selected contractor and maintained for the duration of the contract. The DEP will not pay for the cost of licenses or permits required by the selected contractor for company operations.

B.19 Disclosures:

Information will be disclosed to respondents in accordance with State statutes and rules applicable to this solicitation after evaluations are complete.

B.20 Indemnification (This section supersedes Attachment A, PUR1000, Condition #20, Indemnification, the first paragraph.):

The selected contractor must agree to indemnify, defend, save and hold harmless the State of Florida and the DEP from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act, or failure to act, by the selected contractor, its subcontractors, agents or employees, to the extent permitted by Florida law.

B.21 Insurance (This section supersedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):

The contractor selected under this RFP shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the selected contractor shall provide adequate insurance, satisfactory to the DEP, for the protection of its employees not otherwise protected.

The contractor selected under this RFP shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit.

The selected contractors' certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator, with the exception of ten (10) days notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates evidencing such insurance coverage prior to the execution of a contract with the DEP. Insurance certificates shall list the DEP as an additional insured and identify the DEP contract number.

B.22 Liquidated Damages:

It is acknowledged that time is of the essence, and whereas the actual damages to be suffered by later performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages:

In the event that the final deliverable identified herein is not completed within the time stated in the DEP-approved project engagement schedule (excluding DEP delays), the compensation stated for those services may be reduced by the amount of \$50 per calendar day for each day beyond the "Go Live" date identified in the DEP approved project engagement schedule.

Monthly service must comply with established terms in the Service Level Agreement (SLA), as defined in the selected contractor's response. Penalties for violation of the SLA will be assessed on a monthly basis as follows:

1. 5 violations/month– 5% reduction in monthly service fee
2. 6-10 violations/month – 10% reduction in monthly service fee and submission of a corrective action plan
3. 11-20 violations/month – 25% reduction in monthly service fee and submission of a corrective action plan
4. 20+ violations/ month – 50% reduction in monthly service fee and submission of a corrective action plan

B.23 Subcontracting:

The prospective contractor shall not subcontract, assign, or transfer any of the services sought under this solicitation.

B.24 Conflict of Interest:

The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

B.25 Limitation of Liability (This section supersedes Attachment A, PUR1000, Condition #21, Limitation of Liability.):

Attachment A, PUR1000, Condition #21, Limitation of Liability is deleted in its entirety. Liability will not be limited in any contract(s) resulting from this solicitation.

B.26 Force Majeure:

If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of a contract resulting from this RFP, the selected contractor shall promptly notify the DEP orally and shall, within seven (7) calendar days, notify the DEP in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the DEP, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEP accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract.

B.27 Rights to Data and Copyright:

Writings, publications, films, videos, technical reports, equipment, recordings, pictorial reproductions, photographs and images, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are (1) specified to be delivered under this project contract, or (2) developed or produced and paid for in whole or in part by contract funds, except as may otherwise be provided in the contract, become the property of the DEP. All software delivered as part of the selected contractor's software-as-a-service license remains the property of the selected contractor. All data stored in the selected contractor's software-as-a-service system remains the property of the DEP.

B.28 Vendor Registration:

Prior to entering into a contract with the DEP, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 973-559 Consultant Services, IT; 991-150 Computer Data Bases (On-line Services); 991-152 Computer Software Support Services; and 991-155 Computer Software Development and Maintenance Services; and 991-905 Web-Based Management.

B.29 Florida Department of State Registration Requirements:

All entities defined under Chapter 865, 607, 608, 617, 620 or 621, Florida Statutes, seeking to do business with the Florida Department of Environmental Protection shall, prior to execution of a contract, be appropriately registered with the Florida Department of State.

B.30 Number of Copies to be Submitted:

Six (6) signed copies of the response must be submitted for review by the DEP. Each copy is to be bound individually. One (1) copy of the response shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the response. All copies should be duplexed (printing on front and back) as appropriate.

In addition to the six (6) hardcopies described above, the respondent shall submit one (1) copy of the response on a CD-ROM.

B.31 General Instructions for Preparation of the Response:

The instructions for this RFP have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.

The response shall consist of the following parts:

A. Acknowledgement Form:

The DEP Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed. The originally signed copy shall be submitted in one (1) copy of the response package marked "Original". Five (5) photocopies of the signed original Attachment A shall be made, and one (1) copy shall be provided in each of the five (5) additional response packages submitted to the DEP. If a respondent fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

In the event that respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

B. Technical Response:

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper and should be duplexed (printing on front and back) as appropriate. For those sections where a page limit is specified, the respondent shall limit the number of pages in each section of the technical response package to no more than the page limits specified. Any photographs, maps, diagrams, charts or other non-text material which provides information about the respondent will be included in the page limitation of that section of the Technical Response Package.

If the specified page limit for a particular section is exceeded, the extra pages for that section will not be reviewed. Pages not used for a particular section cannot be added to the page allowance for another section.

Respondents shall prepare their Technical Response Package in the order outlined below for ease of the identification and review by the evaluators. However, in no event shall the respondent use the tab pages to present additional information. Tab pages which present information shall be counted in the page limit for that section.

The Technical Response Package shall contain the following sections:

1. Executive Summary (Limited to no more than 3 pages)

The Executive Summary shall briefly describe:

- a. the respondent's overall understanding and approach to meet DEP's stated Scope of Work, including time required to do so;
- b. key advantages of the respondent's solution or value added to DEP; and,
- c. information on DEP's access to storage space (bandwidth).

2. Experience (No page limit)

This section should present a summary of key project experience, including the experience of the proposed project staff. Specific experience to be addressed in this section includes:

- a. qualifications and experience of each proposed team member;
- b. team technical expertise;
- c. experience with software-as-a-service projects within the previous five (5) years; and,
- d. experience with water, weather, and/or water quality monitoring data logging systems.

Note: Personnel can only be presented as part of the respondent's response if they are currently employed by the respondent, not individuals the respondent proposes to hire if they are awarded a contract.

3. Availability (Limited to no more than 2 pages)

The availability of the respondent's personnel assigned to this contract is important. The DEP expects personnel identified in the response package to be available for work on this project without interference from other contractual obligations which the respondent may have. This section shall identify the available start date for each proposed team member and any other current or future obligations they may have.

4. Technical and Functional Requirements (Limited to no more than a 30 page Appendix)

The respondent shall address each of the specifications listed on Attachment C, providing comments and explanations on how the proposed system will handle each of the functions listed. Supporting documentation for this section may be included as an Appendix to the RFP Technical Response package. The Appendix may not exceed thirty (30) pages (15 double-sided pages). Failure to address each specification item with a response may result in the response being deemed non-responsive and disqualified.

5. Engagement Schedule (No page limit)

This section shall present the respondent's proposed implementation schedule, based on the date of contract execution. The schedule shall address activities required to accomplish the implementation tasks and deliverables as identified in the Scope of Services and shall depict a schedule for all deliverables providing adequate DEP review time, revision time, if needed, and additional subsequent review time.

The Engagement Schedule from the selected respondent shall be included in the contract resulting from this solicitation. A sample format is provided:

ID	Milestones	Start	Finish	Duration
1	Contract Award	Day 1		
2	Configuration of website			
3	Testing			
4	Training			
5	User Acceptance Testing			
6	Roll out to production/Go-Live Date			
7	DEP sign off and start warranty			

6. Cost/Price (must use page provided as Attachment D)

In the table provided in Attachment D, the respondent shall also provide total cost for each task/deliverable identified as part of the implementation in Attachment C. The prices must include all things necessary to complete each task/deliverable as described in this solicitation and the respondent's response. Detailed budgets for each deliverable, using the format provided as Exhibit I of Attachment D, shall be attached to support the total cost per deliverable. For each task/deliverable, the respondent shall itemize, by category/classification, all hourly rates of personnel anticipated to be used and the anticipated number of hours necessary. The respondent shall itemize any other expenses anticipated to be incurred during each task (e.g., materials and travel, as well as percentages for the application of overhead and fringe benefits). The itemized budget shall be totaled to show a total cost per deliverable.

Also in the table provided in Attachment D, the respondent shall also provide a monthly usage fee for the Software-as-a-Service (SaaS) usage.

The entire cost of this project, to include both the fixed price for the deliverable submission of the website and the monthly cost for the first twelve (12) months of website maintenance/hosting may not exceed \$25,000.

The rate for the monthly website maintenance/hosting shall be current and effective during the first twelve (12) months of this website maintenance/hosting (12 months from Go-Live date). The selected contractor may request an increase in rates each year after the initial twelve (12) month period of website maintenance/hosting, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the website maintenance/hosting in order for the request to be considered. Rate increases must be requested in writing to the DEP and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The DEP shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 10 of Attachment J, termination for convenience.

Budget Notes:

Travel and per diem expenses directly related to accomplishing the project goals or performing specific services by contractor employees are eligible costs. Travel and per diem must be in accordance with Section 112.061, Florida Statutes.

7. Past Performance (Must use pages provided as Attachment E)

In the space provided on Attachment E, the respondent must list all names under which it has operated during the last five (5) years. The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after January, 2006).

In the spaces provided on Attachment E, the respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The projects listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. Do not list projects completed for the DEP as a reference on this form.

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Projects that the respondent has completed for organizations having any affiliation with the respondent (i.e., under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, firms that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given, at the end of the project description for that reference, on Attachment E.

In the event that respondents submit a response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours. The DEP will choose, at its own discretion, two (2) of the respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment F. In the event that the respondent has performed work as a prime contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact one DEP and one non-DEP reference. In the event that the respondent has not performed work as a prime contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact two (2) non-DEP references. The total number of clients who will be contacted to complete an evaluation for any response shall be two (2).

The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment E or failure to provide the required information for each reference shall result in the respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

Failure of the respondent to provide any of the information required in the technical response portion of the response package shall result in a score of zero (0) for that element of the evaluation, with the exception of the price, which will result in the response being deemed non-responsive and rejected.

C. Respondent Summary Form:

On the form provided as Attachment I, the respondent shall list the name of the respondent(s) and indicate the business category of each firm listed.

D. State Project Plan

The respondent shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor's response must be addressed prior to contract execution. The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If applicable, the respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment G, to certify that the respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. 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>.

The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for 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 this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.32 Evaluation Criteria

A. General

1. The DEP reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.
3. The DEP may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.
4. In determining vendor responsibility, the agency may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which the agency determines to be required to assure performance of the Contract.

B. Scoring

With the exception of the past performance reviews and cost evaluation, each proposal will be reviewed by at least three evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Attachment F. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews and the cost evaluation shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each proposal for all evaluators. The Procurement Section shall present the average rankings to the Director, Division of State Lands or her designee, who will determine the recommended contract award or the short list of firms recommended to participate in oral discussions.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5.

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B.33 Terms and Conditions (This section supersedes Attachment A, PUR1001, Instruction #4, Terms and Conditions.):

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Instructions for Preparation and Submission of Proposals for a Water Monitoring System Website Software-as-a-Service;
- Scope of Services,
- General Instructions to Respondents (PUR1001), and
- General Conditions (PUR1000).

The DEP objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Note:

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

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ATTACHMENT C
SCOPE OF SERVICES

PROJECT GOAL/OBJECTIVE:

The Florida Department of Environmental Protection (DEP), Division of State Lands (DSL), Bureau of Surveying and Mapping (BSM) is requesting proposals to configure, support, maintain, and host a Water Monitoring System Website Software-as-a-Service (SaaS) where real-time water levels, water quality, and weather conditions can be displayed and downloaded by the public. DEP has budgeted up to \$25,000 for the implementation of this Website Software-as-a-Service (SaaS). This budget must also include any monthly fee involved for maintenance/ hosting/ support of the service for the first twelve (12) months.

BACKGROUND:

The DEP maintains a repository of State Land records, determines the location of land and water boundaries, and protects the State's interest in land by defining and defending state-owned land boundaries. BSM currently maintains 18 data logging stations in various water locations. These stations monitor data including water levels, water quality and meteorological/weather conditions.

GENERAL OVERVIEW:

The BSM is interested in gathering this data on a more statewide-basis and displaying this data to the general public in a "real-time" web environment. Data will be searchable and reportable; systems must be flexible, adapting to new and/or changed sensors and data types.

SCOPE OF SERVICES

The selected contractor (Contractor) shall be responsible for configuring, supporting, maintaining, and hosting a Water Monitoring System Website Software-as-a-Service (SaaS) where real-time water levels, water quality, and weather conditions can be displayed and downloaded by the public. The SaaS must meet the requirements identified herein.

The website needs to be very user-friendly; BSM's goal is to make the data available to as many people as possible. Data will be updated on the Website at 6 or 15 minute intervals; interval will be determined by sensor types and requirements.

The Contractor that develops/configures this website will need the capability to store at the minimum one year of data that is searchable and down-loadable by DEP and the general public via the Website. Historical data older than 365 days may be purged from the system by the Contractor.

The BSM currently maintains a limited number of water data stations across the State. These stations contain a data logger (current data logger is the Stevens DataLogic 3000) which collects and processes data from different sensors.

BSM currently has or will have 18 stations installed and ready to transmit data via cellular phone modems. The stations/data loggers are located on docks, bridge fenders, and remote platforms; they operate by 12 volt battery and solar panels. Each station has a cellular phone modem (Airlink Raven X Modem IP-addressable) that is fully integrated with the data logging stations and sensors and may be used to export water station data to the Contractor-developed website. Current cell provider is Verizon. Integration shall allow the transmission of real-time water level data (tidal, river level, flooding, and storm surge), water quality data (water conductivity, salinity, temperature, dissolved oxygen, and pH), and weather data (wind speed and direction, temperature, rainfall, barometric pressure, and relative humidity) to the Contractor / website. Entities which will access this data include the following:

- DEP
- State, Federal, City and County government agencies
- The scientific community
- Schools
- Commercial and private boating community
- General public

Technical Website Specifications:

Each station has one or more of the following sensors. A station may have only one sensor that collects only one parameter or may have up to ten sensors with each sensor collecting from one to ten parameters.

The different types of sensors that BSM has include:

- A. Water Quality sensors
 1. GreenSpan CS4-1200
 - a. Water temperature
 - b. Water conductivity (salinity)
 - c. Water dissolved oxygen (DO)
 - d. Water pH
 2. GreenSpan EC 250
 - a. Water temperature
 - b. Water conductivity
 3. GreenSpan EDT 1200
 - a. Water temperature
 - b. Water conductivity
 - c. Water pressure (depth)
 4. Stevens Hydra Probe II
 - a. Water Temperature
- B. Water level sensor
 1. Aquatrak water level sensor
- C. Meteorological / weather sensors
 1. Vaisala models: WXT510 and WXT520
 - a. Air temperature
 - b. Air humidity
 - c. Air barometric pressure
 - d. Wind speed
 - e. Wind direction
 - f. Rain fall
 2. Vaisala ultrasonic wind sensor model: WS425
 - a. Wind speed
 - b. Wind direction
 3. R.M. Young wind monitor model: 05103L
 - a. Wind speed
 - b. Wind direction
 4. Vaisala air/RH sensor model: HMP45A
 - a. Air temperature
 - b. Air humidity
 5. Rotronic air/RH sensor model: MP1H-030300
 - a. Air temperature
 - b. Air humidity
 6. Vitel air temp. sensor model: PCBA 141-1168
 - a. Air temperature
 7. Vitel tipping bucket
 - a. Rain fall

NOTE: Additionally, the website must include an automatic notification/alert system required in case communication is lost with the station. The alert system should perform alarming with multiple notification features: screen flash, color change, or other on-screen indication; local horn or signal light; email, pager, or voice phone notification with acknowledgement.

The Website will consist of:

- A. DEP's name: Florida Department of Environmental Protection/Division of State Lands/Bureau of Survey and Mapping
- B. Florida DEP mailing address, main telephone number, and main e-mail address.
- C. Links to MyFlorida; DEP; DEP Division of State Lands, Bureau of Surveying and Mapping; LABINS (Land Boundary Information System); other sites as needed (DEP will provide links).
- D. Technical Support: Contractor contact information with names, e-mail addresses, mailing addresses, and phones numbers
- E. Data Support: DEP contact information with names, e-mail addresses, mailing addresses, and phones numbers
- F. Disclaimer statement: The Florida Department of Environmental Protection (DEP), Division of State Lands, Bureau of Surveying and Mapping makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability for any particular purpose of the data contained herein. Furthermore, the DEP assumes no liability associated with the use of such data. This is raw data that has not been subjected to DEP quality control or quality assurance procedures. The data is being released for public use as preliminary data to be used only with appropriate caution. Since this data was developed and collected with State of Florida funding, no proprietary rights may be attached to it, nor may it be sold to anyone, including the U.S. Government or the State of Florida as part of any procurement of products or services.
- G. Option to pick one of three different types of maps of Florida with stations plotted on them with the ability to pan, zoom in, and zoom out:
 1. Line drawing map with major cities, roads, and water bodies shown.
 2. Satellite or aerial orthophoto of Florida.
 3. A hybrid of the two – satellite or aerial orthophoto with major cities, roads, and water bodies shown.
- H. Option to pick a station and sensor information from the map and from a pull-down menu.
- I. Information about each station needs to include:
 1. Name of Station (to be provided to the Contractor by DEP).
 2. Station number: (872-XXXX) seven numbers written like a telephone number (to be provided to the Contractor by DEP).
 3. Photo of station (to be provided to the Contractor by DEP).
 4. Location: Latitude and Longitude (to be provided to the Contractor by DEP).
 5. Current readings.
 6. Date and time of latest reading in local time.
 7. Historic data.

Date and Time for sensor data reading will be displayed and downloaded as:

- A. The default will be local date and time of the sensor's location:
 1. Date: month / day / year example- 03/20/2010 shall read as March 20, 2010.
 2. Time zone: Eastern Standard Time (EST) / Central Standard Time (CST) or Eastern Daylight Time (EDT) / Central Daylight Time (CDT).
 3. Time: 24 hour clock (also known as military time) example- hour : minute, 07:30 = 7:30 am and 23:12 = 11:12 pm.
- B. A user will have an option on the Website to pick the date and time for display and for export in Coordinated Universal Time (UTC), also known as Greenwich Mean Time (GMT).

Current and historic readings, for applicable sensors, will be displayed and exported in the following default units and decimal place(s):

- A. Air and Water temperature – Fahrenheit (2 decimal places).
- B. Rainfall – Inches (2 decimal places).
- C. Relative Humidity – percentage (0 to 100% RH) (1 decimal place).
- D. Barometric Pressure - inHg (inches of mercury) (2 decimal places).
- E. Wind Speed – miles per hour (MPH) (1 decimal place).
- F. Wind Direction – 0 to 360° (0 decimal place).
- G. Water Salinity – ppt (2 decimal places).

- H. Water Conductivity – mS/cm (1 decimal place).
- I. Water pH – 0 to 14 pH units in decimal (2 decimal places).
- J. Water DO – 0 to 20 ppm in decimal (2 decimal places).
- K. Water Level – Feet in decimal (3 decimal places) .
- L. Battery Voltage – V DC (2 decimal places).

A user will have an option on the Website to pick the follow units of measurements for current and historic readings for display and export:

- A. Air and Water temperature – Celsius (2 decimal places).
- B. Rainfall – mm (1 decimal place).
- C. Barometric Pressure - mill bar (hPa) (1 decimal place).
- D. Wind Speed – meters per second (m/s) (1 decimal place) and knots per hour (knots) (1 decimal place).
- E. Water Level – meters (3 decimal places).

The default for Water Level datum will be North American Vertical Datum of 1988 (NAVD 88). This is the datum that water level is collected in the field and is recorded on the data logger and transmitted by the cell modem. A user will have an option on the Website to pick the following datums for current and historic water level readings for display and export if available. If the station does not have a conversion factor, the Website will have a statement stating the fact. DEP will provide the conversion factor for each station if available; not all of the stations will have a conversion factor:

- A. Mean High Water (MHW).
- B. Mean Low Water (MLW).
- C. Mean Higher High Water (MHHW).
- D. Mean Lower Low Water (MLLW).
- E. Mean Sea Level (MSL).
- F. Mean Tide Level (MTL).

Current readings for applicable sensors will also be shown in one the following graphs (bar graphs, circular graphs or line graphs):

- A. Bar graphs:
 - 1. Air temperature.
 - 2. Rainfall (total for last 24 hours).
 - 3. Relative humidity.
 - 4. Barometric pressure.
 - 5. Water temperature (two sensors: upper and lower or one sensor: mid-range).
 - 6. Water salinity (two sensors: upper and lower or one sensor: mid-range).
 - 7. Water conductivity (two sensors: upper and lower or one sensor: mid-range).
 - 8. Water pH (two sensors: upper and lower or one sensor: mid-range).
 - 9. Water dissolved oxygen (DO) (two sensors: upper and lower or one sensor: mid-range).
 - 10. Battery voltage.
- B. Circular graphs:
 - 1. Wind speed.
 - 2. Wind direction.
- C. Line graph:
 - 1. Water level (for last 24 hours).

Historic data, for a station and for applicable sensors, will be displayed as followed (user would be able to pick format):

- A. Date, time and data readings will be displayed.
- B. Table format of the summary of all data for current day will be displayed.
- C. Table format of a selected date range of all data will be displayed.
- D. Table format for summary of all available data from one sensor for current day will be displayed.
- E. Table format of a selected range of time for data from one sensor will be displayed.
- F. Line graph for a selected range of time for data from one selected sensor will be displayed.

Historic data, for a station and for applicable sensors, will be exportable in Excel and in CSV (user will be able to pick method and format):

- A. Date, time and data readings will be displayed on download.

- B. Table format of the summary of all data for current day will be exported.
- C. Table format of a selected date range of all data will be exported.
- D. Table format for summary of all available data from one sensor for current day will be exported.
- E. Table format of a selected range of time for data from one sensor will be exported.

Critical Success Factors for this solution include:

- Must be a Software-as-a-Service (SaaS) solution.
- The Contractor must include telephone technical support as part of the subscription service fee.
- Data must be backed-up by Contractor offsite.
- Data is owned by DEP and must be available for export upon termination or cancellation of contract.

I. SPECIFICATIONS, IMPLEMENTATION TASKS, AND DELIVERABLES

The Contractor shall be responsible for the implementation, training, and provision of an operational Software-as-a-Service (SaaS) DSL Water Monitoring System Website according to the functional descriptions prescribed within this Attachment. Any and all incidental components or parts not specifically called out in this document, but required for in the function of the technology system, shall be provided by the Contractor without additional cost to DEP. Delivery of the work described in this Scope of Services, but not be limited to, the following Basic Services:

- Implementation Requirements:
 - o The Contractor will support the final website setup, any configuration, and interface in accordance with the applicable requirements.
 - o The Contractor will supply a detailed website design plan (screenshots/storyboards) and full system documentation appropriate to DEP users and on-site systems administrator, to enable for the full public use of the system.
 - o Functional prototype shall include data gathered from up to 2 (two) data logging stations of DEP's choosing.
 - o The Contractor shall be available to resolve issues in a post-implementation period until customer satisfaction is reached.
 - o The Contractor will provide ongoing technical support by phone and email.
 - o Service Level Agreement (SLA) , that specifies at a minimum:
 - 1) Service availability ($\geq 99\%$, 24 hours x 7 days, as measured monthly, exclusive of scheduled maintenance times)
 - 2) System response time (95% of all transactions should complete within 5 seconds)
 - 3) Support response time (4- hour response time, M-F, 11am-5pm, E.S.T.)
 - 4) Storage space provided as part of service plan
 - 5) Disaster Recovery Implementation Plan
 - 6) Upgrades/maintenance (Updates/upgrades should be a guaranteed as part of the monthly fee. Maintenance must be scheduled outside business hours, M-F, 8-5pm, E.S.T.)
 - 7) Security and data privacy -Supports confidential data and secure access to it, including security access defined down to individual data elements.
 - 8) Audit provisions – to include ability of customer to audit the SaaS provider's books, records, and measurement and monitoring tools to ensure adherence to the SLA and the correct payment of any penalties.
- Configuration of Water Monitoring System Website:
 - o The Contractor shall be responsible for all required Website setup, configuration, and testing to meet the requirements listed in this Attachment. Sample website page screenshots are included as Exhibit I of this Attachment.

- o TECHNICAL SUPPORT FOR PRODUCT
 - ❖ Support: At a minimum, call-in support will be provided Monday through Friday, 11am – 5pm Eastern Time.
 - ❖ Warranty: The Contractor shall warrant the System in accordance with the terms of this Specification, Attachment B, and accompanying contractual documents.
 - ❖ The Contractor shall maintain a disaster recovery plan with back-up of DEP data, both at the primary and secondary storage location(s).
 - ❖ The Contractor shall ensure the safety and security of DEP data.
 - ❖ The Contractor agrees that the DEP will be provided access to the most recent version of the system throughout the term of the Contract resulting from this solicitation.
 - ❖ Maintenance and upgrades will not be performed during Eastern Time Zone normal working hours, Monday through Friday 8am - 5pm. DEP will be notified of, and pre-approve, all maintenance and upgrades as per terms of the SLA.
 - o The end user interface must be web-based and fully compatible with Internet Explorer 6.0 (and above) and Firefox 3.0 (and above).
 - o System must include backup and restore capabilities.
 - o Provides security in that the website prohibits users from creating, viewing, updating, and deleting data elements.
 - o System shall support keyword search capabilities.
 - o System shall support user's ability to personalize views of system data to match their needs and interests.
 - o System shall allow sorting lists and columns of data to select what data shall be displayed.
 - o System shall maintain historical data for previous 365 calendar days, to be accessible by users.
 - o System shall provide for the ability to define mapping for exporting data via the following:
 - ❖ Spreadsheets (e.g. Excel)
 - ❖ CSV
- Testing
 - o System Testing: The Contractor shall complete measurable load testing of website functionality; testing will assess all system functionality per requirements and specifications.
 - o User Acceptance Testing: The Contractor shall assist with user acceptance testing and resolution of issues. The Contractor shall also work with DEP support staff to transfer knowledge and answer questions. Successful completion of User Acceptance Testing results will be signed off by the DEP project team. Via user acceptance testing, contractor will instruct DEP with all system functionality, general website operation, troubleshooting, or other website support functions necessary. The Contractor shall be available for support by phone during work hours (Monday – Friday, 8:00 AM – 5:00 PM, excluding State holidays).
 - Training Package:

The Contractor will provide a training package that identifies customized training materials including an online Training Manual/User Guide and FAQs online document that describes the Contractor's implementation and maintenance of the product and fully instructs users on website use. The Contractor shall develop an online user manual to include step-by-step instructions and screenshots for public use of the water monitoring system. This online user training manual and FAQs document will be included as part of the website and will adhere to the final accepted system and its use. The manual must be able to be printed in .pdf format. The online training manual and FAQs document will be updated as needed to reflect any changes to the system.

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Deliverables:

DELIVERABLE TASK #1.1: Comprehensive Website Design Screenshots/Storyboards

The Comprehensive Website Design Screenshots/Storyboards will provide a complete website sample layout of each website page, fully annotated to depict intended functionality.

The delivery of the Comprehensive Website Design Screenshots/Storyboards will be determined ACCEPTABLE when the following criteria are met:

1. Contractor has met with DEP Technical Lead, Business Analyst, and End Users to finalize DEP requirements and specifications.
2. Contractor has developed a thorough set of website storyboards per these DEP requirements and specifications, fully annotated, which depict website design and layout.
3. Design meets all requirements, including system and system interface requirements.

DELIVERABLE #1.2: Functional Prototype

The Functional Prototype provides users with a working example of the water monitoring system website for approval. The Prototype is a demonstration of the website that includes screen design and navigation and provides a partially working demonstration of the application for management/user review. The functional prototype will include real data imported from up to two data logging stations of DEP's choosing.

The delivery of the Functional Prototype will be determined ACCEPTABLE when the following criteria are met:

1. A functional walkthrough is created that shows screen flows or storyboards and interactive functionality for main success scenarios and extensions.
2. A prototype with technical design annotation is developed, submitted, and includes:
 - A functional prototype;
 - Design implemented for annotated prototype functionality that traces back to system requirements; and,
 - Technical design annotation refers to full technical design specifications for all functionality not already constructed in the functional prototype.
3. Prototype is determined to be functional and accurately pulls information from data logging stations as required.
4. Prototype is determined to be functional and exports data correctly to Excel spreadsheets, CSV.

Note: This deliverable must be approved by DEP prior to Contractor starting work on any subsequent deliverable.

DELIVERABLE #1.3: Water Monitoring System Development/Configuration/Update

The Water Monitoring System Website is fully developed, configured, and/or updated per DEP-approved requirements and is based upon the approved Deliverables 1.1 and 1.2.

The delivery of the Water Monitoring System Website will be determined ACCEPTABLE when the following criteria are met:

1. The website is fully developed and submitted by the Contractor, and includes:
 - A user-friendly display of data logging station with data verified as correct;
 - Design is fully functional and meets DEP system requirements;
 - Website is determined to be fully functional according to the specifications as defined in Scope of Services and detailed in Deliverables 1.1 and 1.2;
 - Website is fully compatible with Internet Explorer 6.0 (and above) and Firefox 3.0 (and above);
 - Website complies with backup, restore, and disaster-recovery requirements as specified by DEP;and,
 - Website complies with all other DEP requirements.

Note: This deliverable will not be considered complete until final deliverable 2.4 has been approved by DEP.

DELIVERABLE #2.1: Website Systematic Testing Plan

The Website Systematic Testing Plan documents the systematic approach to testing the website and data management.

The delivery of the Website Systematic Testing Plan will be determined ACCEPTABLE when the Contractor has completed the following:

1. Plans, requirements, environment, tools, and procedures used for unit, system, and module testing are developed and submitted which:
 - Testing results conform to Testing Approach as submitted in the Contractor's response incorporated into final contract; and
2. The test plan is submitted by the Contractor and:
 - Includes a test schedule;
 - Identifies tools to be used in the testing process;
 - Documents how the tests will be counted as successes or failures (success criteria);
 - Identifies details of how the tests will be conducted;
 - Includes a defect tracking and resolution strategy;
 - Identifies the location of documents/materials to be used to conduct the test;
 - Identifies the location the documented, detailed results will be maintained;
 - Identifies the person/persons to approve the results of the testing and determine promotion of code;
 - Identifies resources and test participants (including non-project staff and backups) needed in order to conduct testing, as well as a confirmation of their availability and willingness to test in accordance with the prepared test plan and documented procedures; and,
 - Includes load testing as required by DEP.

Note: This can be done concurrently with development.

DELIVERABLE TASK #2.2: Website Systematic Testing Documentation and Results

The Website Systematic Testing Documentation and Results is based upon the Website Systematic Testing Plan. It discusses the results created by the system when Contractor has completed the execution of the test plan.

The delivery of the Testing Documentation will be determined ACCEPTABLE when the following criteria are met:

1. Unit and system testing is completed.
2. Documentation includes:
 - Complete testing documentation and test results for all test iterations;
 - Step-by-step test cases;
 - Required pre-existing events or triggers; and
 - Expected results.
3. Test results must indicate that all system bugs and issues have been resolved prior to submitting the application for User Acceptance Testing (UAT).
4. System bugs and issues must be fully identified and documented.

NOTE: This deliverable must be approved prior to beginning the next task.

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DELIVERABLE #2.3: User Acceptance Testing and Documentation of Results

This deliverable provides for Documentation of the User Acceptance Testing, which allows DEP the opportunity to test the Water Monitoring System Website.

The delivery of the User Acceptance Testing (UAT) and Documentation of Results will be determined ACCEPTABLE when the following criteria are met:

1. DEP will conduct UAT testing.
2. The Contractor will be available for support by phone during work hours (Monday – Friday, 8:00 AM – 5:00 PM, excluding State holidays).
3. Issues will be identified and documented during testing.
4. All issues and outcomes of UAT are addressed.
5. Updates will be completed as follows:
 - Update system in response to UAT test outcomes addressing issues found during UAT;
 - Resolutions to UAT issues must be correspondingly tracked and documented;
6. All documented issues and errors have been resolved;
7. Users have approved website; and,
8. Documentation of UAT completion is provided to and approved by DEP.

DELIVERABLE #2.4: Training Package

The Training Package will contain information required by remote users for full use and necessary understanding of the Water Monitoring System Website.

The delivery of the Training Package will be determined ACCEPTABLE when the following criteria are met by the Contractor:

1. The Contractor has developed an online user training manual which includes step-by-step instructions and screenshots for public use of the water monitoring system website.
2. Provide website online user training manual, including FAQs, as part of the website, that adheres to the final accepted system and its use;
3. Online training manual/user guide must be able to be printed in .pdf format; and,
4. Online training manual/user guide is updated to reflect any changes to the system, as are FAQs.

II. DELIVERABLE FORMAT REQUIREMENTS

All draft and final deliverables for which formal review is required are to be provided to DEP electronically, using the following software standards (or convertible versions).

- Word Processing - Microsoft Word 2003
- Spreadsheets - Microsoft Excel 2003
- Presentations - Microsoft PowerPoint 2003, PDF

Timing of the Deliverable Management Process

1. The Contractor will submit an electronic copy of each draft deliverable to the DEP Contract Manager by the dates specified in the DEP approved project schedule.
2. The DEP Contract Manager will submit copies of the deliverables to all stakeholders within 2 business days of receipt.
3. The stakeholders have 2 business days to determine if the deliverable needs substantial changes. Substantial changes are defined as:
 - Non-completion of elements as defined in the deliverable acceptance criteria.
 - Hyperlinked text within the deliverable that, when clicked, does not redirect the reader to the intended reference.
 - Non-readability due to grammatical incorrectness.
4. If it is determined that the deliverable needs substantial changes, then the deliverable will be formally rejected.
5. Upon resubmission of the deliverable, the deliverable management process begins again.

6. Stakeholders will review and provide the DEP Project Lead with a formal response to findings, conclusions & recommendations within 10 business days following receipt of the deliverable from the Contract Manager.
7. The Contractor shall review DEP's responses and resubmit the following to the DEP Contract Manager, within 5 business days of receipt of DEP responses: (1) revised deliverable; (2) stakeholder responses; (3) any final comments made by the Contractor in response to stakeholder response; (4) updates to relevant source documentation based on stakeholder responses.
8. The DEP Project Lead will review Contractor's final package within 5 business days from receipt and approve upon satisfaction of all department requirements.
9. Upon disapproval, further review cycles shall follow the timeframes as listed in numbers 7 and 8.

Timing of User Acceptance Testing Process

1. The Contractor shall conduct a walkthrough of the application with users prior to the first day of User Acceptance Testing.
2. Stakeholders will have 10 business days to conduct an initial round of User Acceptance Testing. Issues discovered during UATs will be documented and tracked per DEP requirements.
3. The Contractor shall review DEP's issues and document resolution to all issues.
4. The Contractor shall migrate all fixes after the current round of UAT unless otherwise approved via an approved release cycle OR a fix is required to correct issues, which Stakeholders or Users determine is hindering the UAT. Users shall have 5 business days to validate previously found issues. All issues identified during UAT must be addressed, retested, and closed to the customer's satisfaction during the allotted timeframe.
5. Users shall have an additional 5 business days to conduct a second round of User Acceptance Testing.
6. Further review cycles shall follow the timeframes as listed in numbers 2 through 5 until system is found to be fully functional and sign off occurs.

III. PERFORMANCE MEASURES

The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. The Contractor shall be subject to the following performance measures:

1. System will be available to users 24 hours, seven (7) days per week, $\geq 99\%$ of time, exclusive of scheduled maintenance periods.
2. The Contractor shall respond to technical support questions within four (4) hours.
3. Technical Support is available by phone and email, M-F, 11 am-5 pm E.S.T..
4. The Contractor shall adhere to the engagement schedule as defined in the Contractor's response and incorporated into the Contract.
5. The Contractor shall comply with all terms and conditions of the Service Level Agreement.

IV. RESPONSIBILITIES OF THE DEPARTMENT

DEP shall provide the following during standard work hours defined as M-F, 7am – 6pm EST:

- Meeting space and training facilities as needed.
- Access to necessary DEP staff.
- Access to existing DEP project and application information as needed for training and implementation purposes.
- A DEP Contract Manager. The DEP Contract Manager will serve as the point of receipt for all project deliverables from the Contractor. All matters shall be directed to the Contract Manager for appropriate action or disposition.
- The DEP Contract Manager will also:
 - o Maintain the Contract file.
 - o Serve as the liaison between DEP and the Contractor, including sending and receiving all Contract communications.
 - o Process all Contract amendments, renewals, and/or termination of the Contract.
 - o Review, verify, and approve invoices from the Contractor.
 - o Verify receipt of deliverables from the Contractor.
 - o Review and evaluate the Contractor's performance during the term of the Contract.
 - o Evaluate the Contractor's overall performance upon completion of the Contract term.
- DEP Project Lead. The Project Lead is responsible for oversight of the operational aspects of the Contract. The Project Lead:

- o Coordinates testing and implementation with the Contractor.
- o Oversees and monitors day-to-day interactions with the Contractor.
- o Works with the Users, Project Sponsor, and Contract Manager to review and approve deliverables and change order requests.
- o Reports issues to Contract Manager.

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EXHIBIT I
Sample of Website Design

Map View

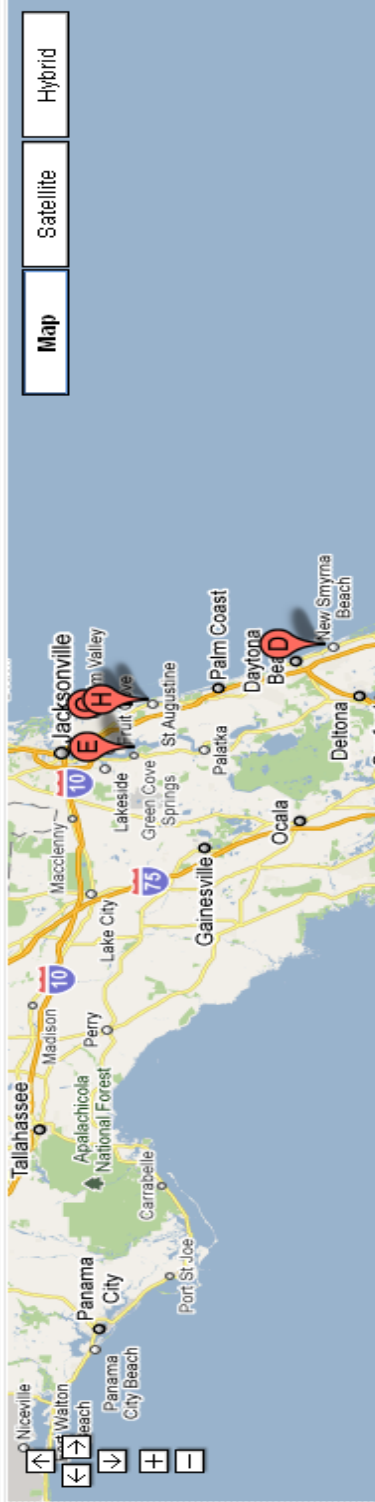
Retrieve data, graphs
and information for:

Select a Station

Satellite View

Retrieve data, graphs
and information for:

Select a Station



Hybrid View

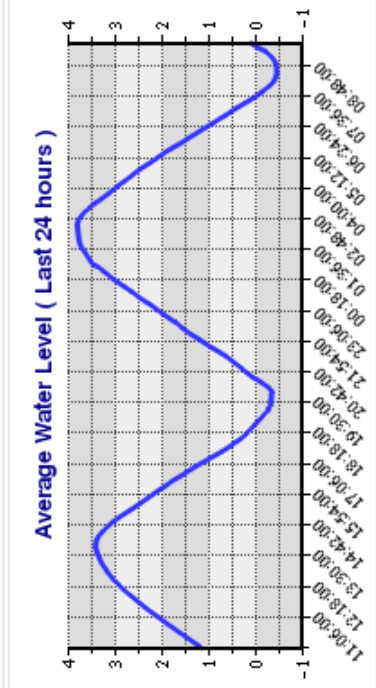
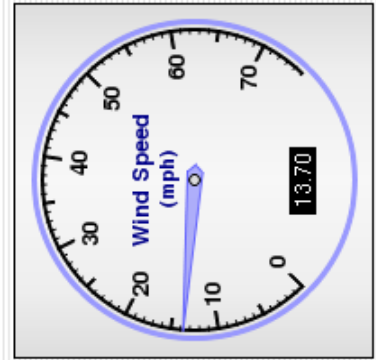
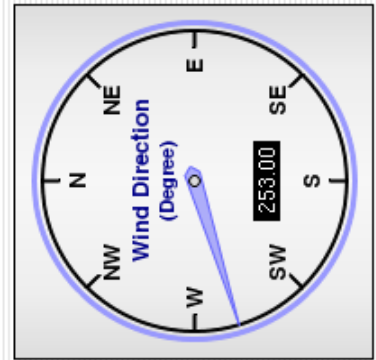
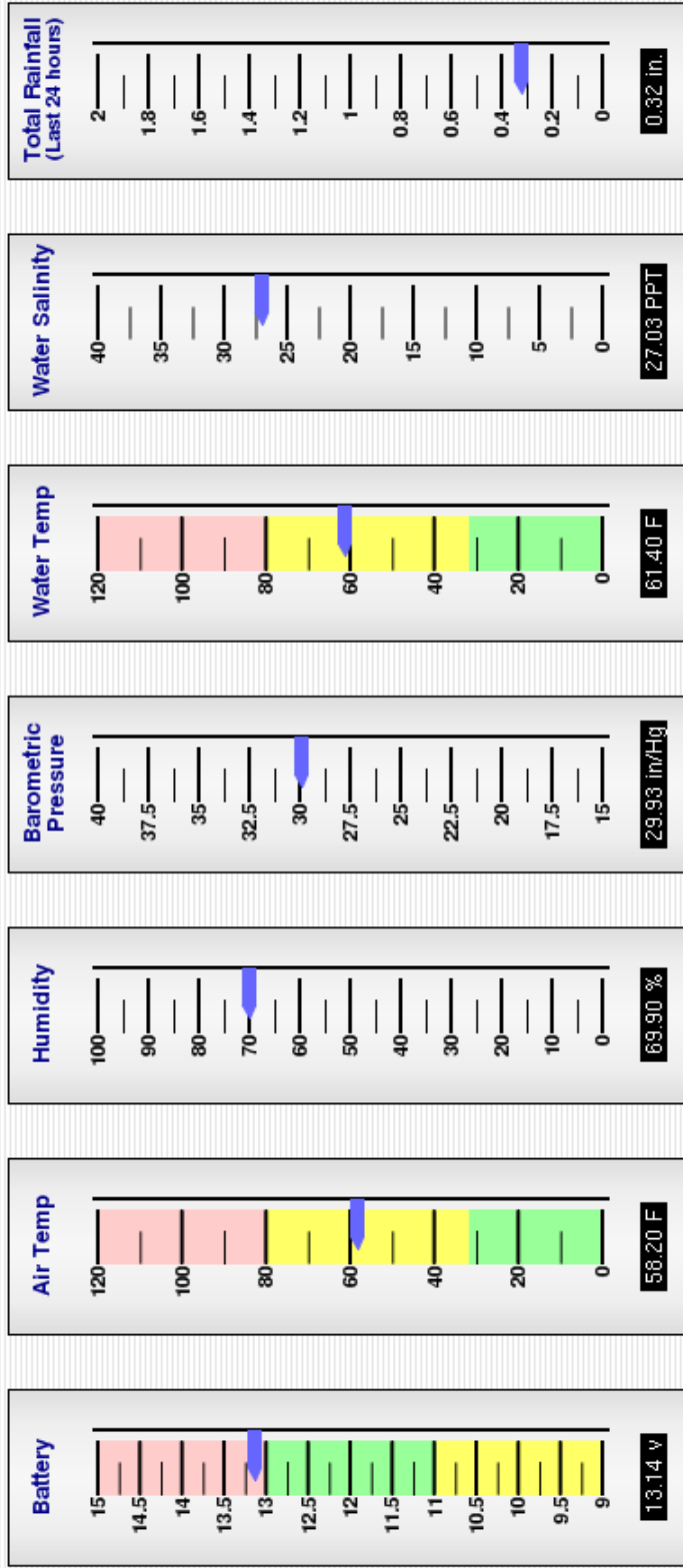
Retrieve data, graphs and information for:

Select a Station



FLDEP Test

Tolomato River - Current Reading(s)



Last Reading Time: 03/22/2010 09:48:00

Retrieve data, graphs and information for:

[G - Tolomato River](#)

[Current Reading\(s\)](#)

[Data](#)

[Station Info](#)

[Back to the map](#)

FLDEP Test

Retrieve data, graphs
and information for:

G - Tolomato River 

Current Reading(s)

[Data](#)

[Station Info](#)

[Back to the map](#)

Tolomato River - Station Info

Station Number:	872-0494
Location:	Tolomato River, ICWW, Florida
Latitude:	29° 59' 41.0" N
Longitude:	081° 19' 46.4" W
Equipment(s):	1. DL3000 Data Logger 2. AquaTrak 3. Greenspan EC250 (Mid-Point Single) 4. Vaisala WXT520



Tolomato River - Data

Choose Report Today

Date Range: 03/15/2010 - 03/22/2010

Channel: All Channel(s)

[Display Data](#)

[Display Chart](#)

Total count: 99

Export Options: [CSV](#), [EXCEL](#)

Date	Time	Battery (v)	Water Temp (F)	Water Salinity (PPT)	Wind Direction (Deg)	Wind Speed (mph)	Air Temp (F)	Relative Humidity (%)	Barometric Pressure (in/Hg)	Rainfall (in.)	Water level (ft)	Avg. Water Level (ft)
03/22/2010	09:48:00	13.14	61.40	27.03	253.00	13.70	58.20	69.90	29.93	0.00	0.20	0.224
03/22/2010	09:42:00	13.17	61.40	27.00	243.00	12.80	57.90	72.40	29.93	0.00	0.10	0.131
03/22/2010	09:36:00	13.19	61.40	26.98	253.00	11.50	57.50	72.00	29.92	0.00	0.01	0.035
03/22/2010	09:30:00	13.15	61.40	26.96	245.00	11.00	57.20	73.70	29.92	0.00	-0.06	-0.047
03/22/2010	09:24:00	13.10	61.40	26.91	235.00	15.30	56.80	73.50	29.91	0.00	-0.19	-0.159
03/22/2010	09:18:00	13.07	61.40	26.89	210.00	9.90	56.10	76.40	29.92	0.00	-0.25	-0.249
03/22/2010	09:12:00	13.02	61.40	26.90	226.00	8.10	55.40	79.50	29.91	0.00	-0.31	-0.293
03/22/2010	09:06:00	12.98	61.30	27.15	225.00	9.50	54.80	81.70	29.91	0.00	-0.39	-0.365
03/22/2010	09:00:00	12.92	61.30	27.07	203.00	9.80	54.30	84.10	29.91	0.00	-0.27	-0.391
03/22/2010	08:54:00	12.83	61.30	27.14	206.00	10.50	53.70	84.50	29.91	0.00	-0.44	-0.420
03/22/2010	08:48:00	12.83	61.30	27.20	200.00	11.40	53.40	86.00	29.90	0.00	-0.56	-0.438
03/22/2010	08:42:00	12.83	61.30	27.27	197.00	10.70	53.20	86.60	29.90	0.00	-0.38	-0.443
03/22/2010	08:36:00	12.83	61.30	27.29	200.00	10.40	52.80	86.50	29.90	0.00	-0.41	-0.444
03/22/2010	08:30:00	12.82	61.30	27.34	194.00	10.00	52.50	88.00	29.90	0.00	-0.45	-0.448
03/22/2010	08:24:00	12.82	61.30	27.43	209.00	9.90	52.30	87.90	29.90	0.00	-0.43	-0.435
03/22/2010	08:18:00	12.83	61.30	27.49	201.00	9.70	52.10	88.70	29.90	0.00	-0.41	-0.414
03/22/2010	08:12:00	12.82	61.30	27.59	205.00	11.50	52.10	87.70	29.90	0.00	-0.37	-0.390
03/22/2010	08:06:00	12.82	61.30	27.67	200.00	13.10	52.70	88.70	29.90	0.00	-0.34	-0.353
03/22/2010	08:00:00	12.82	61.30	27.77	200.00	12.80	52.70	88.60	29.90	0.00	-0.16	-0.289
03/22/2010	07:54:00	12.82	61.30	27.83	185.00	10.40	52.50	88.20	29.90	0.00	-0.20	-0.221
03/22/2010	07:48:00	12.81	61.20	27.91	198.00	10.10	52.30	89.80	29.90	0.00	-0.13	-0.158
03/22/2010	07:42:00	12.82	61.20	27.98	198.00	9.80	51.90	88.80	29.90	0.00	-0.05	-0.078
03/22/2010	07:36:00	12.81	61.20	28.04	195.00	8.80	51.60	89.90	29.90	0.00	0.01	0.007
03/22/2010	07:30:00	12.81	61.20	28.10	202.00	8.00	51.00	88.00	29.91	0.00	0.10	0.079
03/22/2010	07:24:00	12.81	61.20	28.10	202.00	8.00	51.00	88.00	29.91	0.00	0.19	0.164

Total count: 99

Export Options: [CSV](#), [EXCEL](#), 0.00

* PPT - parts per thousand

ATTACHMENT D

COST PROPOSAL FORMS

In the table provided below, the respondent shall provide a total cost per deliverable for each deliverable listed and a monthly usage fee for or the Software-as-a-Service (SaaS) usage. The total cost for each deliverable shall be supported by an attached detailed budget, using the format provided as Exhibit I of this Attachment.

COST SUMMARY TABLE

Deliverable Schedule and Prices		
Milestone Deliverable	Total Cost for Deliverable (including travel costs) (Must match the total in attached detailed budgets for the corresponding deliverable)	Completion Date for Deliverable (Should correspond with the dates in the proposed implementation schedule)
Comprehensive Website Design Screenshots/Storyboard		
Website Design Functional Prototype		
Website Systematic Test Plan		
Website Systematic Testing and Documentation of Results		
User Acceptance Testing and Documentation of Results		
Training Package/Online Training Manual/FAQs		
Fully Functioning DSL Water Monitoring System Website		
Total Cost for Implementation		
Monthly Usage Fee*		
Annual Cost of Usage Fee (Monthly Fee X 12)		
TOTAL COST OF PROJECT		

*This is the total monthly usage fee for all DEP users.

NOTES:

The entire cost of this project, to include both the fixed price for the deliverable submission of the website and the monthly cost for the first twelve (12) months of website maintenance/hosting may not exceed \$25,000.

The rate for the monthly website maintenance/hosting shall be current and effective during the first twelve (12) months of this website maintenance/hosting (12 months from Go-Live date). The selected contractor may request an increase in rates each year after the initial twelve (12) month period of website maintenance/hosting, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the website maintenance/hosting in order for the request to be considered. Rate increases must be requested in writing to the DEP and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The DEP shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 10 of Attachment J, termination for convenience.

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**EXHIBIT I
DEP CONTRACT BUDGET FORM**

PROJECT TITLE: _____

Items below to be completed by the Contractor. See instructions on reverse side.

1. PERSONNEL EXPENSES

A. Salaries - (Name/Title/Position)

	Hourly Cost (\$)	Hours	Totals (\$)
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
		Total Salaries	0
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate %	Total Sal. App.	Total \$
	0.00%	* 0	0
	Total Personnel Expenses (A+B)		0

2. Supplies

Description	Unit Cost \$	Quantity	Totals \$
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
		Total Supplies	0

3. Equipment

Description	Unit Cost \$	Quantity	Totals \$
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
		Total Equipment	0

4. Travel

Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$
_____	[_____]	* [_____]	+ [_____]	* [_____]	= 0
_____	[_____]	* [_____]	+ [_____]	* [_____]	= 0
_____	[_____]	* [_____]	+ [_____]	* [_____]	= 0
				Total Travel	0

5. Contractual

Name or Services	Fee/Rate \$	Hours	Totals \$
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
		Total Contractual	0

6. Miscellaneous

Description	Unit Cost \$	Quantity	Totals \$
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
_____	*	_____	= 0
		Total Miscellaneous	0
		SUBTOTAL (1 thru 6)	0

7. Overhead/Indirect - Base: _____

Rate %	Base \$	Total \$
0.00%	* 0	= 0
		\$ 0

8. Total Budget

Contractor: _____

Contractor Signature: _____

Date: _____

DEP Project Manager: _____

Date: _____

INSTRUCTIONS

A detailed budget is required for DEP fixed price contracts; however, this form shall also be used for determining the maximum amount needed under cost-reimbursement and fee- schedule contracts as well. For fixed price contracts, this budget form is intended to provide the minimum information needed for budget approval. The DEP reserves the right to require additional information when necessary for approval of the fixed price, and also to require that any part of the project be compensated on a cost-reimbursement basis. Attach a separate sheet to provide an explanation of travel, equipment (especially computers), subcontracts, and other supporting information, and when needed for extra space (use same format and show totals on this form). This form should list the total fixed price to be funded by DEP, or the total project budget when the DEP is to pay a percentage of the project total. Breakdowns by task or phase, or other division of work, should be shown on the separate attachment. The use of this particular form is not a requirement, however any other form or format used should provide, at a minimum, the same information and level of detail.

1. PERSONNEL - A. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. If more space is needed, use a separate sheet to list individual positions and salaries, and show here the total hours for each title or position. Divide annual salaries by 2080 hours, and nine month academic salaries by 1560 hours, to find the hourly rate. B. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.
2. SUPPLIES - List expendable supplies by category description, unit costs and quantity.
3. EQUIPMENT - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail in an attached explanation.
4. TRAVEL - List trips by their purpose and/or destination. Unless travel details are included in the Scope of Services, a separate narrative should be attached. Indicate the number of days for each trip and the per diem. Keep in mind the DEP can only pay for travel at the approved State rate (Section 112.061, Florida Statutes). Use "Fare/Rate" for mileage rate and multiply by "Mileage", or for travel fare and leave "Mileage" blank.
5. CONTRACTUAL - Subcontractors should provide the same information required by this budget form, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount and provide an attached explanation as to how it was determined. Contractual services other than fixed price will be compensated by the DEP on a cost-reimbursement basis.
6. MISCELLANEOUS - List expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.
7. OVERHEAD/INDIRECT - Indicate the approved overhead/indirect cost rate, the dollar amount of the base to which it is applied, and the resulting total. Identify the base (cost categories) to which the rate is applied on the line indicated. State agencies and members of the State University/Florida Community College System are limited by 216.346, Florida Statutes, to 5% of the total budget for overhead/indirect costs.
8. TOTAL BUDGET - Show the total of categories 1 through 7.

ATTACHMENT E

CLIENT REFERENCE FORM

In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the respondent must provide the required information for a minimum of three (3) separate and verifiable clients. Do not list projects completed for the DEP (see next paragraph). Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. All projects listed must be for work similar to that described in this solicitation. Confidential clients shall not be included. Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the three references as set out herein.

The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after January 2006) for use in the evaluation of Past DEP Performance, if applicable.

Projects that the respondent has completed for organizations having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, firms that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed for project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given at the end of the project description for that reference.

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

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Client #1

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #2

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #3

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #4

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #5

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

ATTACHMENT F
EVALUATION CRITERIA

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
I. Acknowledgement Form					0
II. Technical Response					
A. Executive Summary					
B. Experience					
1. Qualifications and Experience of Proposed Team Members ¹	5	X	15	=	75
2. Technical Expertise of Proposed Team ¹	5	X	15	=	75
3. Experience with Software-as-a-Service Projects within last five (5) years ¹	5	X	15	=	75
4. Experience with Water, Weather, and/or Water Quality Monitoring Logging Systems ¹	5	X	5	=	25
C. Availability ¹	5	X	10	=	50
D. Technical and Functional Requirements ¹	5	X	30	=	150
E. Engagement Schedule ¹	5	X	10	=	50
F. Cost or Price ²	200	X	1	=	200
G. Past Performance					
1. Client #1 ³	20	X	1	=	20
2. Client #2 (DEP, if applicable) ³	20	X	1	=	20
III. State Project Plan					
IV. Respondent/Subcontractor Summary Form					
Total Numerical Rating ⁴					740

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

- 0 = This element of the evaluation criteria was not addressed.
1 = This element of the evaluation criteria is unsatisfactory.
2 = This element of the evaluation criteria is below average.
3 = This element of the evaluation criteria is average.
4 = This element of the evaluation criteria is above average.
5 = This element of the evaluation criteria is superior.

- 2 The respondent submitting the lowest total cost (LTC) will receive the maximum points for the cost element of the evaluation. The other respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTC}) / \text{Proposal Cost being Considered (PB)} \times 200$$

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- 3 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost/price, which shall result in the response being deemed non-responsive and rejected.

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SAMPLE EVALUATION CRITERIA SCORESHEET

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score		Weight Factor		Weighted Score
I. Acknowledgement Form						0
II. Technical Response						
A. Executive Summary						
B. Experience						
1. Qualifications and Experience of Proposed Team Members ¹	5		X	15	=	
2. Technical Expertise of Proposed Team ¹	5		X	15	=	
3. Experience with Software-as-a-Service Projects within last five (5) years ¹	5		X	15	=	
4. Experience with Water, Weather, and/or Water Quality Monitoring Logging Systems ¹	5		X	5	=	
C. Availability ¹	5		X	10	=	
D. Technical and Functional Requirements ¹	5		X	30	=	
E. Engagement Schedule ¹	5		X	10	=	
F. Cost or Price ²	200		X	1	=	
G. Past Performance						
1. Client #1 ³	20		X	1	=	
2. Client #2 (DEP, if applicable) ³	20		X	1	=	
III. State Project Plan						
IV. Respondent/Subcontractor Summary Form						
Total Numerical Rating ⁴						

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

- 0 = This element of the evaluation criteria was not addressed.
 1 = This element of the evaluation criteria is unsatisfactory.
 2 = This element of the evaluation criteria is below average.
 3 = This element of the evaluation criteria is average.
 4 = This element of the evaluation criteria is above average.
 5 = This element of the evaluation criteria is superior.

- 2 The respondent submitting the lowest total cost (LTC) will receive the maximum points for the cost element of the evaluation. The other respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTC}) / \text{Proposal Cost being Considered (PB)} \times 200$$

- 3 References: Past performance will be scored based on answers to a standard group of questions (see page 5 of this Attachment) received from two (2) of the respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost/price, which shall result in the response being deemed non-responsive and rejected.

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Evaluation Questionnaire for Past Performance

Respondent's Name: _____

Respondent's Reference Name: _____

Contact Person: _____

Reviewer Code: _____ Date: _____

The following questions will be asked of client references chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company.

2. Did the Contractor perform in a timely manner and adhere to the agreed upon project scope, schedule and budget? Yes = 2 points; No = 0 points

3. Did the Contractor provide an adequate number of personnel to accomplish the project?
Yes = 2 points; No = 0 points

4. Were the Contractor's personnel knowledgeable and efficient?
Yes = 2 points; No = 0 points

5. Did the Contractor communicate effectively during the course of the contract?
Yes = 2 points; No = 0 points

6. How would you rate the overall quality of the Contractor's work?
Excellent = 3 points; Satisfactory = 2 points; Unsatisfactory = 0 points.

7. Was the project related to a Website SaaS engagement? Yes = 2 points; No = 0 points

8. Was the project related to Water Monitoring/Data Logging System project work?
Yes = 2 points; No = 0 points

9. Would you use this Contractor again? Yes = 5 points; No = 0 points

Total Score _____

Reference signature: _____ Date: _____

ATTACHMENT G

CERTIFICATION OF DRUG-FREE WORKPLACE

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

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

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

(Signature)

(Type Name)

(Firm Name)

(Address)

ATTACHMENT H

RFP RESPONSE CHECKLIST

The respondent must submit a separate set of responses for each geographic area for which they are proposing to provide services. To ensure that your response package can be accepted, please be sure the following items are fully completed and enclosed for each set of responses:

1. _____ The DEP Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their response the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation. Did you complete the following:

- a. Vendor Name;
- b. Vendor Mailing Address;
- c. City, State and Zip Code;
- d. Phone Number and Fax Number with Area Code;
- e. Email Address;
- f. F.E.I.D. Number;
- g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
- h. Sign Form (by individual authorized to bind company);
- i. Type Name of Signatory and Title; and,
- j. Primary and Secondary Contact Information?

In the event that respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

2. _____ Technical Response, with page limits where specified, which addresses the following subjects:

- a. Executive Summary (3 page limit);
- b. Experience (no page limit);
- c. Availability (2 page limit);
- d. Technical and Functional Requirements (30 page limit for Appendix);
- e. Engagement Schedule (no page limit);
- f. Cost/Price (must use page provided Attachment D); and,
- g. Past Performance (must use pages provided as Attachment E).

See Attachment B, Section B.31 for further information.

3. _____ Respondent Summary Form - Attachment I. List the name of the respondent(s) and indicate the business category for each firm listed.

4. _____ State Project Plan, which addresses the following:

- a. Diversity;
- b. Environmental Considerations;
- c. Certification of Drug-Free Workplace (complete as sign Attachment G, if applicable);
- d. Use of RESPECT; and,
- e. Use of PRIDE.

6. _____ Six (6) complete copies (1 original and 5 photocopies), as well as one copy on CD-ROM, of the entire response must be submitted to the DEP in accordance with Attachment B, Sections B.5 and B.31.

This checklist (Attachment H) is provided merely for the convenience of the respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.

ATTACHMENT I RESPONDENT SUMMARY FORM

Section A	TEAM IDENTIFICATION (To Be Completed By The Respondent.)
------------------	---

As Respondent to DEP Solicitation No. 2011025C, I/we intend to utilize the following team in connection with this project: [In the spaces provided below, list the name of the respondent and indicate the business category of each one listed.]

LIST NAMES OF RESPONDENT(S)	INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																			
	BUSINESS CLASSIFICATION						CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.					
	NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT

ATTACHMENT J

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2011025C a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP Contract No. _____

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and _____ (Name of Entity) whose address is (Specify Address) (hereinafter referred to as the "Contractor"), a _____ (Specify Type of Organization), to provide a Water Monitoring System Website Software as a Service.

1. The Department does hereby retain the Contractor to provide an a Water Monitoring System Website Software as a Service as outlined in DEP Solicitation No. 2011025C and Contractor's response thereto, incorporated herein by reference, and in accordance with Exhibit * (See Attachment B, Section B.12 and Attachment C), Scope of Services, attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in the solicitation or Contractor's response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of two (2) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal is contingent upon satisfactory performance by the Contractor and the availability of funds.
5.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/fee schedule basis. For the development/configuration of website, the Contractor shall be compensated the fixed price per deliverable basis as outlined in Exhibit **. The Contractor shall be compensated on a fee schedule basis at the rate of \$_____ per month for the software as a service usage. Maximum compensation under this Contract shall not exceed \$_____.
 - B. The rate for the monthly website maintenance/hosting shall be current and effective during the first twelve (12) months of this website maintenance/hosting (12 months from Go-Live date). The Contractor may request an increase in rates each year after the initial twelve (12) month period of website maintenance/hosting, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the website maintenance/hosting in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting

documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the Contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the Contract may be terminated pursuant to paragraph 10, termination for convenience.

- C. The Contractor shall submit invoices on a ____ basis. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Travel expenses are include in the fixed price per deliverable amounts and shall not be charged separately. A final invoice must be submitted no later than thirty (30) days after the completion date of this Contract to assure the availability of funding for final payment.
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The revised interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.
9. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act or failure to act by the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
10. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.

11. Any and all notices shall be delivered to the parties at the following addresses:

Contractor

(Name and Address)

Department

(Name and Address)

12. The Department's Contract Manager is _____ (Name) _____, _____ (Title) _____, Phone (____) _____. The Contractor's Contract Manager is _____ (Name) _____, _____ (Title) _____, Phone (____) _____. All matters shall be directed to the Contract Managers for appropriate action or disposition.
13. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes
14. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract.
15. Writings, publications, films, videos, technical reports, equipment, recordings, pictorial reproductions, photographs and images, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are (1) specified to be delivered under this Contract, or (2) developed or produced and paid for in whole or in part by Contract funds, except as may otherwise be provided in the Contract, become the property of the Department. All software delivered as part of the Contractor's software-as-a-service license remains the property of the Contractor. All data stored in the Contractor's software-as-a-service system remains the property of the Department.
16. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; 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 this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: www.pride-enterprises.org

17. 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 dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

18. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee,

commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

19. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
20. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
21. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
22. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
23. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
24. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
25.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.
26. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
27. The Contractor shall not subcontract, assign, or transfer any work under this Contract.
28. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
29. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile

liability coverage with limits of not less than \$300,000 combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall identify the DEP Contract Number.

30. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.
31. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations.
32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 36 months from the date of being placed on the convicted vendor list.
33. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
34. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:
 - all persons employed by the Contractor, during the term of this Contract, to perform employment duties within Florida; and,
 - all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract.

The Contractor shall include this provision in all subcontracts it enters into for the performance of work under this Contract

35. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. 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, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the vendor 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, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract.

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. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

36. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

By: _____
(Contractor's Signature)

Date: _____

FEID No. _____

By: _____
Secretary or Designee for the Florida
Department of Environmental Protection

Date: _____

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Contract:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Exhibit	*	Scope of Services (See Attachment B, Section B.12 and Attachment C)