



**AMENDMENT NO.: 1**  
Contract Renewal  
Contract No.: 83101601-19-1  
Contract Name: Natural Gas Supply

**This Amendment** (“Amendment”), effective upon execution of all Parties, to the Natural Gas Supply Contract No. 83101601-19-1 (“Contract”), is between the State of Florida, Department of Management Services (“Department”) and Gas South, LLC (“Contractor”), collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS**, the Department awarded the above referenced Contract to Gas South, LLC for the provisions of Natural Gas Supply; and,

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section III, “Contract”, of the Contract; and,

**WHEREAS**, the Parties agree to renew the Contract as provided in Section II, “Renewal Term”, of the Contract; and

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment**

- a) The Contract is amended to replace Attachment C, Special Contract Conditions in its entirety with the revised Attachment C, Special Contract Conditions.
- b) The Contract is amended to add Attachment D, Additional Special Contract Conditions.
- c) Section III of the Contract is deleted in its entirety and replaced with the following:

III. Contract

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:



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- a) Scope of Work, Attachment A
- b) Markup Sheet, Attachment B
- c) Additional Special Contract Conditions, Attachment D
- d) Special Contract Conditions, Attachment C
- e) Addenda to ITB 19-83101601-T, if issued (in reverse order of issuance)
- f) ITB 19-83101601-T and ITB attachments

**II. Contract Renewal.** Pursuant to Section II of the Contract, the Contract is renewed for a period of three (3) year at the same terms and conditions, except as amended herein, with a new contract expiration date of June 30, 2025.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.


**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**Gas South, LLC**

**By:** \_\_\_\_\_

DocuSigned by:  
  
**By:** \_\_\_\_\_  
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**Name: J. Todd Inman**

**Name:** David Malone

**Title: Secretary**

**Title:** CSMO

**Date:**

**Date:** 9/14/2021 | 8:42 AM EDT



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**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida  
 Department of Management Services

By: \_\_\_\_\_

**Name:** J. Todd Inman

**Title:** Secretary

**Date:** 9/15/2021

**Contractor:**  
**Gas South, LLC**

DocuSigned by:  
 By: David Malone  
8EE904799549481

**Name:** David Malone

**Title:** CSMO

**Date:** 9/14/2021 | 8:42 AM EDT



## **ADDITIONAL SPECIAL CONTRACT CONDITIONS**

**The sections of the Special Contract Conditions referenced below are replaced in their entirety or added as follows:**

### **2.2 Renewal.**

Upon written agreement, the Department and Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

### **5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

### **5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.**

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List

pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will 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 will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

#### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract

if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

# SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**



## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

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., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (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.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**



All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide 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.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or 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.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S 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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.





**ASSIGNMENT AGREEMENT**  
Contract No.: No. 83101601-19-1  
Contract Name: Natural Gas Supply

**This Assignment Agreement** (Agreement) to Natural Gas Supply No. 83101601-19-1 (Contract) is entered into by **Peninsula Energy Services Company, Inc.** (Assignor), having its principal office at 331 West Central Avenue, Suite 200, Winter Haven, FL 33880; **Gas South, LLC** (Assignee), having its principal office at 3625 Cumberland Blvd., Suite 1500, Atlanta, Ga 30339; and the **State of Florida, Department of Management Services** (Department), collectively referred to herein as the "Parties."

**Recitals**

**WHEREAS**, the Assignor entered into the Contract with the Department on July 1, 2019; and,

**WHEREAS**, the Assignor now wishes to assign all its rights and obligations under the Contract to the Assignee; and,

**WHEREAS**, Section 6.2, Special Contract Conditions, requires the prior written consent of the Department to assign this Contract; and,

**WHEREAS**, the Assignee represents that it can assume and fully perform the Assignor's duties under the Contract.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. The term "Contract", as used herein, means the Natural Gas Supply No. 83101601-19-1 Contract, including any amendments and purchase orders made pursuant to the Contract, either before or after the effective date of this Agreement.
3. The Assignee accepts and agrees to be bound by and fully perform all of Assignor's Contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract in the name of Assignor.
4. The Assignee agrees to assume all obligations and liabilities of, and all claims against, the Assignor under the Contract as if the Assignee was the original party to the Contract.
5. The Assignor waives all rights under the Contract as of the effective date of this Agreement.

6. The Assignor will remain secondarily liable for performance of the Contract.
7. The Assignor agrees to defend and indemnify the State from any and all claims; actions; judgments; liabilities; proceedings and costs, including reasonable attorneys' fees; and other costs of defense and damages resulting from Assignor's performance prior to the execution of this Agreement.
8. The Parties agree that this Agreement operates as an assignment of the Contract, establishing a new contractual relationship entered into by and between the Department and Assignee.
9. The Department consents to the assignment. The Department, in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of the assignment of the Contract.
10. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the Contract as if the Assignee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract (and any amendments thereto) and purchase orders, shall refer to the Assignee.
11. The effective date of this Agreement shall be the date of the final signature to this Agreement.
12. This Agreement is hereby made a part of this Contract. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.
13. This Agreement sets forth the understanding between the Parties regarding the subject matter hereof. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

DocuSigned by:  
**By:** Cliff Nilson  
C5E23B844FB045B...

**Name:** Cliff Nilson  
**Title:** Deputy Director of State Purchasing  
**Date:** 5/26/2020 | 4:22 PM EDT

**Assignor: Peninsula Energy Services Company, Inc.**

**By:** Bill Hancock  
cn=Bill Hancock, o=Chesapeake Utilities Corporation, ou=AVP, Energy Logistics, email=bhancock@chpk.com, c=US  
2020.05.26 12:51:32 -04'00'

**Name:** William Hancock  
**Title:** Assistant Vice President  
**Date:** \_\_\_\_\_

**Assignee: Gas South, LLC**

**By:** David Malone 1:00 pm, May 26 2020

**Name:** David Malone  
**Title:** Chief Sales & Marketing Officer  
**Date:** \_\_\_\_\_



**State Term Contract  
No. 83101601-19-1  
For  
Natural Gas Supply**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Peninsula Energy Services Company, Inc. (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on July 1, 2019. The Contract shall expire on June 30, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Scope of Work, Attachment A
- b) Markup Sheet, Attachment B
- c) Special Contract Conditions, Attachment C
- d) Addenda to Solicitation, if issued (in reverse order of issuance)
- e) ITB and ITB attachments

State Term Contract No. 83101601-19-1  
For  
Natural Gas Supply

**IV. Contract Management.**

**Department's Contract Manager:**

Frank Miller  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [frank.miller2@dms.myflorida.com](mailto:frank.miller2@dms.myflorida.com)

**Contractor's Contract Manager:**

Fred Schur  
PESCO  
331 W. Central Ave, Suite 200  
Winter Haven, Florida 33880  
Telephone: 813-917-9280  
Email: [Fschur@chpk.com](mailto:Fschur@chpk.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**PENINSULA ENERGY SERVICES  
COMPANY, INC.**

**Bill Hancock**

Bill Hancock  
cn=Bill Hancock, o=PESCO Energy,  
ou=Assistant Vice President,  
email=bhancock@chpk.com, c=US  
2019.06.26 11:46:17 -0400

**Bill Hancock, Assistant Vice  
President**

Date:

6/25/19

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

**Rosalyn Ingram, Director of State  
Purchasing and Chief Procurement  
Officer**

Date:

6/27/19

## Attachment A Scope of Work

### A. General Statement

#### 1.0 Purpose

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for purchase and delivery of Natural Gas supply. Customers for this contract will include state agencies and eligible users.

#### 2.0 Commodity Code List

United Nations Standard Products and Services Code	Commodity
83101601	Supply of Natural Gas

### B. Definitions

- 1.0 **Baseload** – The volume of Natural Gas requested for purchase and communicated by Shipper or Shipper’s agent at least six (6) business days prior to the start of each month, a portion of which may include Shipper’s fixed price volumes for such month. This volume will be divided equally among all the days in a month.
- 2.0 **British thermal unit (Btu or BTU)** is a traditional unit of heat; it is defined as the amount of heat required to raise the temperature of one pound of water by one-degree Fahrenheit.
- 3.0 **Contractor** – The successful vendor who is awarded a contract following this solicitation. Contractor is also known as the “Shipper”.
- 4.0 **Contract Manager** – A person designated by the Department of Management Services (the Department) to be responsible for managing the performance of a contract.
- 5.0 **Customer** - An ordering entity including state agencies and other eligible users, as defined in Rule 60A-1.001, Florida Administrative Code.
- 6.0 **Customer’s location** – The site where the Contractor delivers the Natural Gas to the Customer.
- 7.0 **Dekatherm (DTH)** – A unit of energy used primarily to measure Natural Gas; equal to 10 therms or one million British thermal units (MMBtu).
- 8.0 **Direct connection** – The point in which Natural Gas is delivered directly to the Customers from the interstate pipeline (direct connection) or the point in which the Natural Gas is delivered from the interstate pipeline to the Local Distribution Company for transportation to the customer’s location.
- 9.0 **Eligible User (EU)** - A governmental entity defined in Rule 60A-1.001, Florida Administrative Code.

- 10.0 **Firm Markup** – The delivery adder that may include fuel and other delivery charges associated with the acquisition of Natural Gas. The Firm Markup as shown on the Markup Sheet (Attachment J) shall not change during the term of the contract.
- 11.0 **Federal Energy Regulatory Commission (FERC)** – Federal agency that monitors and establishes index prices for Natural Gas.
- 12.0 **Florida Gas Transmission Company (FGT)** – The Company that uses a Natural Gas interstate pipeline network to transport Natural Gas to Florida.
- 13.0 **Imbalance** – The difference between Customer requested volumes of Natural Gas and volumes of Natural Gas consumed.
- 14.0 **In-Day Gas** – Includes any volume of Natural Gas requested between 9:30 am EST, and 4:00 pm EST on the business day of Natural Gas flow. Availability of the purchase or sale of In-Day Gas is not assured and must be confirmed before availability is guaranteed.
- 15.0 **Local Distribution Company (LDC)** – A state regulated Natural Gas utility which owns the Natural Gas lines and equipment necessary to deliver Natural Gas to the consumer.
- 16.0 **MMBtu** – One million British thermal units; see 1.0 British thermal unit (Btu or BTU).
- 17.0 **Natural Gas** – A fossil energy source that formed deep beneath the earth's surface. Natural gas is made up of a mixture of four naturally occurring gases, all of which have different molecular structures. This mixture consists primarily of methane, which makes up 70-90% of natural gas along with ethane, butane, and propane.
- 18.0 **Nomination** – A request for a physical quantity of Natural Gas under a specific purchase, sale or transportation agreement or for all contracts at a specific point.
- 19.0 **Swing Natural Gas** – Volume of Natural Gas above the Baseload volume of Natural Gas on any day that Customer(s) request delivery of by 9:30 am EST on the business day immediately the day before the Natural Gas is to flow.
- 20.0 **Therm** – A unit of heat equal to 100,000 BTU.
- 21.0 **Turnback Natural Gas** – Volume of Natural Gas that the Customer elects to turn back to the Contractor.

**C. Natural Gas Commodity Specifications**

- 1.0 **Quantity, Quality, and Regulatory Compliance**
  - 1.1 The measurement, testing, heating value, delivery pressure, and quality of Natural Gas delivered shall be in accordance with terms and conditions of the delivery specifications of the applicable tariffs and in accordance with the Department's FTS-1 and FTS-2 Service Agreements with FGT, attached hereto in the Appendix to this Attachment and incorporated as if fully set forth herein.
  - 1.2 The Contractor must have a minimum current capacity of 2,100 MMBtu of Natural Gas daily made available during the initial and, if applicable, renewal

terms. Contractor will make this volume available on a firm basis pursuant to the Department's FTS-1 and FTS-2 Service Agreements with FGT.

- 1.3 The Contractor shall file and pay for any filings covering this proposed Contract with the applicable Federal, State, or local regulatory authority, and shall prosecute diligently all applications, notices, or reports required to be filed on behalf of the State and itself to comply with all legal requirements to purchase and deliver Natural Gas to all Customers that request Natural Gas during the contract term.

## 2.0 Pricing elements

### 2.1 Firm Markup

The firm markup price is defined as a price per DTH, consisting of all charges necessary for the Contractor to fully complete and invoice the business transaction, inclusive of delivery, profit, and any other fees and charges. The Firm Markup as shown on the Markup Sheet (Attachment J) shall not change during the term of this contract.

### 2.2 Cost of Natural Gas

The cost of Natural Gas to be paid by the Customer for each month in which deliveries occur shall be fixed by the Index Price published in the first-of-each-month issue of the "Inside FERC's Natural Gas Market Report – Prices of Spot Natural Gas Delivered to Pipelines", under the applicable FGT, Zones 1, 2, or 3 depending on the Customer's location.

### 2.3 Unit of Measurement at Metering Base

The unit of measurement for billing purposes shall be per MMBtu for each Customer as provided to the Contractor by the LDCs or the Transportation Pipelines.

### 2.4 Fuel Fees, Usage Fees, Taxes, and other costs

The fuel fees, usage fees, permitted taxes, and any other costs incurred by the Contractor will be passed through without markup or adjustment to the Customer.

### 2.5 Conversion Fees

Conversion Fees are the costs associated with converting the existing facility from other sources of energy to Natural Gas. These charges may include installation of pipe or other plumbing fixtures to facilitate the delivery of Natural Gas to the Customer's final location. The amount and extent of these charges shall be determined through mutual agreement of the Customer and the Contractor at the time the individual Customer order is placed and shall not be included in the Firm Markup.

## 2.6 Balancing of Quantities

The Customer shall be allowed a  $\pm 10\%$  imbalance tolerance. All volumes consumed with a  $\pm 10\%$  of volumes requested by Purchase Order will be billed at the Contract price. Customer(s) will be responsible to pay for all imbalance costs if their consumption falls outside of the  $\pm 10\%$  imbalance tolerance between requested and consumed volumes. Contractor will reimburse Customer(s) for any imbalance costs and/or penalties that may be charged to Customer(s) due solely to Contractor's failure to schedule volumes requested by Purchase Order.

The Contractor shall be responsible for and shall submit nominations for Customer(s) Natural Gas requirements directly to FGT, based upon monthly or daily volume specified by Customer(s).

The Customer may request that Natural Gas be purchased or sold on Customer(s) behalf, in order to avoid imbalance and/or penalties. Contractor shall use its best efforts to purchase or sell Natural Gas on Customer(s) behalf. Any In-Day Natural Gas purchased or sold on behalf of Customer(s) shall be purchased or sold at the then current market price.

## 2.7 Credit for Turnback Natural Gas

For Turnback Natural Gas that the Customer elects to turn back by the deadline for Swing Gas for the same day of flow, the amount credited to Customer's account shall be lowest of the published Natural Gas Daily Midpoint Index prices for FGT Zones 1, 2 or 3 for the day the Natural Gas is to be turned back, reduced by an additional \$0.5 per MMBtu. This amount is then increased by the pipeline fuel percentage, and any applicable Transporter's usage. (Refer to the FGT)

<https://fgttransfer.energytransfer.com/ipost/FGT/tariff/entire-tariff>

For Turnback Natural Gas that Customer notifies the Contractor after the deadline (for Swing Natural Gas for the same day of flow) the amount credited to Customer's account shall be either (i) the daily Market Price reduced by an additional \$0.5 per MMBtu for the day the Natural Gas is to be turned back, or (ii) shall be included on the Customer's monthly imbalance. Customer must choose either of these options at the time Turnback Natural Gas is requested.

## 3.0 Delivery to the Customer

- 3.1 The Contractor shall be responsible for the scheduling and delivery of Natural Gas, including completing all arrangements for transportation services for delivery of the Natural Gas to the Customer's Location. Delivery shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to the Customer's Location.
- 3.2 The Contractor warrants that it has or will secure good and marketable title to the Natural Gas being provided under this Contract, that it has or will have the



right without restriction to sell such Natural Gas, and that such Natural Gas is free from liens and adverse claims of any kind.

- 3.3 The Contractor shall be in exclusive control and possession of the Natural Gas prior to the delivery thereof to the Customer's Location. The Department or the Customer will not be responsible for damages occurring during control and possession by the Contractor. The Contractor will be responsible for making any and all claims against carriers for missing or damaged items.
- 3.4 The Contractor shall serve as the Department's designee to perform the duties of Invoicing/Payment Obligations, Nominations, Confirmations, and Imbalance Resolutions in accordance with the Terms and Conditions. To fulfill this duty, the Contractor shall sign documents titled "Designee Request Form" where Department as shipper under FTS-1 and FTS-2 Service Agreements assigns its responsibilities for the shipping of Natural Gas to the Contractor. This Form is found at <http://fgttransfer.energytransfer.com/ipost/FGT/posted-documents/show-document/41277>.

#### 4.0 Invoice Requirements

- 4.1 The Contractor shall provide and submit timely, monthly invoices to the Customer listed on each Purchase Order issued pursuant to this Contract.
- 4.2 The Contractor shall invoice based on volumes ordered by the Customer and delivered. Any imbalances shall be reconciled monthly (cashed out) and applied to the Customer(s) invoice according to the rules shown in the applicable FGT Tariff.
- 4.3 At any time during the Contract term, the Department may conduct a spot-check. Upon Department's request, the Contractor shall supply to the Department all the data, calculations, and documents used in computing all costs associated with the supply and delivery of Natural Gas for any particular Customer invoice.
- 4.4 The Contractor shall attach with each Customer invoice a copy of the Index Price referenced in Section 2.2 of this ITB.
- 4.5 At a minimum the monthly invoices are to provide the following information:
  - 4.5.1 Customer's Name and Location
  - 4.5.2 Invoice Number, Invoice Date, Meter number, Ship To, Remit To, Bill To, Account number, PO number
  - 4.5.3 FERC index price
  - 4.5.4 FGT Fuel Fee
  - 4.5.5 FGT Usage Fee
  - 4.5.6 Firm Markup Price
  - 4.5.7 Total Unit Price (per DTH)

- 4.5.8 DTH Supplied
- 4.5.9 LDC Passthrough Charge
- 4.5.10 Any and all other costs not otherwise enumerated in this subsection with an explanation of the costs
- 4.5.11 Total invoice price

**D. Reporting**

1.0 **Contract Reporting:** The Contractor shall report information on orders received from all customers associated with this contract. DMS will not process any request, while the Contractor is not in compliance with all of the contract’s term and conditions to include Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	15 calendar days of the month following the receipt of payment for the Contractor’s good or services.
Contract Quarterly Sales Report	State’s Fiscal Quarter	10 calendar days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

2.0 **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department’s electronic format. Reports are due fifteen calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Contractor training presentations available online at the Transaction Fee Reporting and Contractor Training subsections under Contractors on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.0 **Contract Quarterly Report:** The Contractor agrees to submit a Quarterly Sales Report to the Department’s Contract Manager within 10 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30). Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agencies and EUs

received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

The report shall include but is not limited to:

- Customer (Ordering Entity)
- Customer Type
- Dates delivered
- Unit of Measure
- UNSPSC
- Description of Commodity or Service
- Actual Savings Amount
- Total Price

- 4.0 **Diversity Reporting:** The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.
- 5.0 **Ad-hoc Report:** The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department. In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.
- 6.0 **Business Review Meetings:** Each quarter the Department may request, and the Contractor must participate in a business review meeting. The business review meeting may include, but is not limited, the following:
- 6.1.1 A review of the Contractor's successful completion of deliverables;
  - 6.1.2 A review of the Contractor's performance;
  - 6.1.3 A review of the Contractor's required reports;
  - 6.1.4 A discussion of any elevated Customer issues; and
  - 6.1.5 A discussion of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

- E. Financial Consequences:** The Department will review Contractor’s performance and assess financial consequences for failure to meet the performance metrics in the table described below.

Performance Metrics	Description	Frequency	Financial Consequences for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Sales Report	Submit complete and accurate Quarterly Sales Report 10 calendar days after close of the period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit complete and accurate Monthly Transaction Fee Report 15 calendar days after close of the period	Each month	\$100

## Appendix

### Full-text FTS-1 Service Agreement



FTS-1 K 5085  
Extension 09-27-2012

### Full-text FTS-2 Service Agreement



FTS-2 K 5626  
Extension 05-14-2014

FOR INTERNAL USE ONLY  
Contract No. 5085  
Legal Entity No. 5979  
DUNS No. 809396955

**SERVICE AGREEMENT**  
Firm Transportation Service-Market Area  
Rate Schedule FTS-1  
Contract No. 5085

THIS AGREEMENT entered into this 27 day of September, 2012, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

No Notices Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV

Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1 (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective on 11/01/1993 and shall continue in effect through 08/30/2023. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected rollover.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff sheet for ten (10) years or more ("Extension Period") at least 5 years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days written prior notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP98-368. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE FL 32399-0950  
Attention: ALLISON NORMAN  
Telephone No. 850-488-7540  
FAX No. 850-488-5498

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X - Not Applicable

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 5085 dated 11/01/1993.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: [Signature]  
Name: Robert E. Hayes  
Title: Senior Vice President, Chief Commercial Officer  
Date: 9/27/2012

By: [Signature]  
Name: CRAIG NICHOLS  
Title: SECRETARY - DMS  
Date: 9/27/2012



**EXHIBIT A**

**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**

**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**

**DATED**

**11/01/1993**

**Contract No. 5085**

**Effective Date of this Exhibit A:** \_\_\_\_\_

**Date Range: 11/01/1993 to 09/30/2023**

Point(s) of Receipt

Point Description

Zone 1

**MOPS-REFUGIO FGT**

**HPL-MAGNET WITHERS FGT**

**NGPL-JEFFERSON FGT**

**Zone 1 Total:**

Zone 2

**TETCO-ATCHAFALAYA FGT (REC)**

**SABINE-KAPLAN FGT**

**NGPL VERMILION**

**Zone 2 Total:**

Zone 3

**SNG-FRANKLINTON FGT (REC)**

**GULF SOUTH-ST. HELENA FGT**

**CARNES TENNESSEE FGT (REC)**

**Zone 3 Total:**

**Total MDTQ:**

	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
	611	25809	162	161	162	162
	8576	24662	296	236	296	296
	10240	23703	162	161	162	162
			620	558	620	620
	10147	10030	353	282	353	353
	23062	10881	193	194	193	193
	57391	32606	193	194	193	193
			739	670	739	739
	10095	11224	173	138	173	173
	10109	9906	95	95	95	95
	10258	12740	95	95	95	95
			363	328	363	363
			1722	1555	1722	1722

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

**EXHIBIT B**  
**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**11/01/1993**  
**Contract No. 5085**

Effective Date of this Exhibit B: \_\_\_\_\_

Date Range: 11/01/1993 to 09/30/2023

Point(s) of Delivery

Point Description	Point	DRN	Apr	May-Sept	Oct	Nov-Mar
MADISON	16139	3111	900	900	900	900
RAIFORD STATE PRISON	16250	3272	822	656	822	822
<b>Total MDTQ:</b>			<b>1722</b>	<b>1556</b>	<b>1722</b>	<b>1722</b>

Maximum Daily Quantity (MMBtu)\*

Quantities are exclusive of Fuel Reimbursement.

FOR INTERNAL USE ONLY  
Request No. 164305  
Contract No. 5626  
Legal Entity No. 5979  
DUNS No. 809396955

**SERVICE AGREEMENT**

**Firm Transportation Service - Market Area**

**Rate Schedule FTS-2**

**Contract No. 5626**

THIS AGREEMENT entered into this 14 day of MAY, 2014, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (herein called "Shipper"),

**WITNESSETH**

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

**ARTICLE I**

**Definitions**

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

**ARTICLE II**

**Quantity**

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

**ARTICLE III**

**Payment and Rights in the Event of Non-Payment**

- 3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the condition set forth in said Section 15.

## ARTICLE IV

### Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

4.3 Not applicable.

4.4 Not applicable.

## ARTICLE V

### Term of Agreement

5.1 This Agreement shall become effective on 03/01/2015 and shall continue in effect through 02/28/2025. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Tariff, Shipper has elected Rollover.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

## ARTICLE VI

### Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request

changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VII

##### Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE, FL 32399-0950  
Attention: Richard Chatel  
Telephone No. 850.414.7657  
FAX No. 850.414.6122

#### ARTICLE VIII

##### Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

#### ARTICLE IX

##### Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE X

##### Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

10.3 Not applicable.

#### ARTICLE XI – Not Applicable

#### ARTICLE XII

##### Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

(b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 5626 dated 02/01/1997.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: *R.C. Hayes*

By: *Kelley J. Scott*

Name: Robert Hayes

Name: *Kelley J. Scott*

Title: Senior Vice President, Chief Commercial Officer

Title: *Director of State Purchasing/Chief Procurement Officer*

Date: *5/28/2014*

Date: *5/14/14*

**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit A: 14 MAY 2014**

Date Range: 03/01/2015 to 02/28/2025

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>Maximum Daily Quantity (MMBtu)*</u>			
				<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>	
Zone 1							
MOPS-Refugio FGT	611	25809	57	14	14	57	57
Zone 1 Total:			57	14	14	57	57
Zone 2							
NGPL Vermilion	57391	32606	105	26	26	105	105
Zone 2 Total:			105	26	26	105	105
Zone 3							
Transco/Citronelle FGT Capacity	62132	157553	138	35	35	138	138
Zone 3 Total:			138	35	35	138	138
Total MDTQ:			300	75	75	300	300

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

**EXHIBIT B**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit B: 14 MAY 2014**

Date Range: 03/01/2015 to 02/28/2025

<u>Point(s) of Delivery</u>	<u>Point Description</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>Maximum Daily Quantity (MMBtu)*</u>		
					<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
St Joe Overstreet		56657	68141	300	75	75	300
<b>Total MDTQ:</b>				300	75	75	300

Quantities are exclusive of Fuel Reimbursement.



FOR INTERNAL USE ONLY  
Request No. 164305  
Contract No. 5626  
Legal Entity No. 5979  
DUNS No. 809396955

**EXHIBIT C**  
**TO**  
**RATE SCHEDULE FTS-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**  
**DATED**  
**02/01/1997**  
**Contract No. 5626**  
**Amendment No. 1**  
**Effective Date of this Exhibit C: 14 MAY 2014**

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

- Contract Extension
- Realignment of Points
- Contract Quantity
- Administrative Contract Consolidation

<u>Service Agreement Number</u>	<u>MDTQ</u>	<u>Termination Date</u>	<u>Extension Rights</u>
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TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES

By: *Robert Hayes*  
Robert Hayes

By: *Kelley J. Scott*  
Name: Kelley J. Scott

Title: Senior Vice President, Chief Commercial Officer

Title: Director of State Purchasing & Chief Procurement Officer

Date: 5/28/2014

Date: 5/14/14

## **Attachment C**

### **Special Contract Conditions**

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**In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference and is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a 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 must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the

Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

#### **3.6 Annual Appropriation.**

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess

of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe  
Address  
Telephone #  
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe  
<Insert Contractor name>  
<Insert Contractor's physical address>  
Telephone: (XXX) 555-XXXX  
Email: [jane.doe@business.gmail.com](mailto:jane.doe@business.gmail.com)

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

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., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (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.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

### 5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

### 5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

### 5.5 Scrutinized Companies—Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

### 5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.



## **SECTION 6. MISCELLANEOUS.**

### **6.1 Subcontractors.**

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

### **6.2 Assignment.**

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

### **6.3 Independent Contractor.**

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

### **6.4 Risk of Loss.**

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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 commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

### **6.5 Safety Standards.**

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

### **SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

#### 7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor

must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

#### 7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide 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.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**8.2 Protection of Trade Secrets or Confidential Information.**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor

will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

### **SECTION 9. DATA SECURITY AND SERVICES.**

#### 9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

#### 9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

### 9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

### 9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims,

suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

#### 9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

### **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

#### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

#### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

#### 10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

### **SECTION 11. CONTRACT MONITORING.**

#### 11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

#### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires

correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

### 11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### 11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

### **12.2 Payment Audit.**

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### **13.1 Background Check.**

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the

Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

### 13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;

- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. INFORMATION TECHNOLOGY.**

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

#### 14.1 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup 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 Department 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 to the 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 to the Contractor under any contract with the State.

#### 14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**ITB**

**Natural Gas Supply**

**No. 19-83101601-T**

**ADDENDUM NO. 1**

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 19-83101601-T, as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this 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.**

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

The Department has received the following questions from the vendor community and answers are provided in the following table:

#	QUESTION	ANSWER
1.	What sort of reply are you looking for?	Please refer to the ITB for instructions on how to respond.
2.	Will the State be releasing the usage file online or prior to the closing of the Q&A period?	We do not know what "usage file" means. This question is unclear.
3.	We are preparing to enter our questions regarding this bid in the MFMP portal. The ITB states that questions should be submitted using the MFMP "messages" tab. I want to be sure I am entering these into the correct space. Can you please confirm that the below highlighted field "event messages" is the correct space for these questions?	Yes, this is the correct area to submit your questions. The question and answer period is now closed.

4.	Is the renewal term pricing indicative? Would the Contractor have the option to update pricing at the end of the initial term?	No.
5.	The FTS-1 contract that the state has with FGT expires in 2023. If the customer chooses to renew for another 3 years, the contract would last until after that agreement is ended. Does the state have a plan in place with FGT to recontract that capacity after 2023?	Yes.
6.	Will the state provide a breakdown of meters and usage and the capacity each comes with?	No, this information is not readily available.
7.	Are there any ITS meters?	We do not know what "ITS" means. This question is unclear.
8.	Are there any Central Florida Gas (CFG) meters? If so, do they come with capacity or without?	It is unclear what the phrase Central Florida Gas meters refers to. We are unable to answer this question.
9.	Does the allocated FTS-1 and FTS-2 capacity cover the peak needs of the meters it serves?	Yes.
10.	Can we get the details of the FTS-1 and FTS-2 capacity?	Yes, the FTS-1 and FTS-2 Agreements are available in MFMP Sourcing.

11.	Can you confirm that we can pass through the PGS adjusted release rate at the published rate (currently \$0.3071/dth) to the applicable PGS NCTS meters?	We do not know what “PGS adjusted release rate” or “PGS NCTS meters” mean. This question is unclear.
12.	In section 3.7 in attachment C, it mentions a transaction fee. What are the details of this fee? Is it a percentage or set \$ per Dth fee?	The MFMP transaction fee is presently 0.7%.
13.	<p>Please confirm our interpretation of the bid – the following tariff-based charges are not included in the Firm Markup and will be billed as separate line items on the bill as pass-through items:</p> <ol style="list-style-type: none"> <li>1. Pipeline and LDC Fuel?</li> <li>2. Pipeline transportation demand charges?</li> <li>3. Pipeline transportation volumetric charges?</li> <li>4. LDC monthly charges per meter?</li> <li>5. LDC start-up fees per meter?</li> </ol>	Yes, the identified tariff-based charges are not included in the Firm Markup and will be billed as separate line items on the invoice as pass-through items.
14.	What are the delivery points and delivery meter number(s)	This is for statewide delivery. Please see FTS-1 and FTS-2 Agreements, which are uploaded in MFMP Sourcing, for an indication of coverage and capacity. Delivery points may change over the course of the contract.
15.	Is the supplier to enter into a separate Asset Management Agreement for the FTS-1 and FTS-2 capacity?	Yes.
17.	Will this capacity be assigned through an AMA?	Please refer to the answer in question 15.

<b>18.</b>	Will this capacity be assigned at zero cost to the supplier?	Yes.
<b>19.</b>	Will the Government continue to make monthly payments to FGT for this capacity?	It is the Department's intent to maintain the existing capacity.
<b>20.</b>	Is the supplier responsible for natural gas delivered to the LDC City Gate?	Yes.
<b>22.</b>	Is the supplier responsible for natural gas delivery from the LDC City Gate to an account meter?	Yes.
<b>23.</b>	Can we get 3 + years of historical burn data?	No, this information is not readily available.
<b>24.</b>	Is this purely a wholesale bid or are there retail accounts associated?	The Contract is intended to procure Natural Gas for retail accounts.
<b>25.</b>	If so, who is the retail supplier/will the winning bidder be retail the supplier?	Yes, the winning bidder will be the supplier of the retail accounts.
<b>26.</b>	Section 3.2 – Does FOB Destination and Freight included apply to this RFP for natural gas delivery?	Yes.
<b>27.</b>	If so, could the Government provide a list of accounts, rate for each account and the monthly volumes for the previous 24 months for each account?	No, this information is not readily available.



28.	RFP requires supplier to take on 10% imbalance. However, the pipeline imbalance tolerance may be considerably less. Is the supplier responsible for the differential?	As stated in section 2.6 of Attachment A, Scope of Work, "Customer(s) will be responsible to pay for all imbalance costs if their consumption falls outside of the ±10% imbalance tolerance between requested and consumed volumes. Contractor will reimburse Customer(s) for any imbalance costs and/or penalties that may be charged to Customer(s) due solely to Contractor's failure to schedule volumes requested by Purchase Order. "
29.	Section 2.6 discusses swing volumes. However, the RFP states the supplier is responsible for baseload volumes that will be provided 6 days prior to the start of each month. These volumes are to be equally divided for each day in that month. Where does the 10% swing percentage apply?	The question is unclear. Please see the modification to Attachment A, section 2.7 and new section 2.8, both incorporated below.
30.	Provide the total capacity to be assigned to the supplier.	This information can be found in FTS-1 and FTS-2 Agreements which are uploaded in MFMP Sourcing.
31.	Is the supplier required to provide volumes in excess of the capacity owned by the Government?	No.
32.	Will the Government require intraday changes to the daily requirements?	Yes, the customer will work directly with the supplier based on the customer's individual needs.
33.	Will the Government provide volumes to be scheduled monthly and daily?	Please refer to answer in question 32.
34.	Section 6 – Basis of Award – is the Government requiring firm renewal pricing at this time? If awarded, will the Government award the renewal pricing at the same time?	Yes.
35.	Are there any missing documents/info in the ITB?	Yes, the FTS-1 and FTS-2 Agreements have been uploaded in MFMP Sourcing.

37.	The Scope of Work in Sec. C.1.1. incorporates by reference the FTS-1 and FTS-2 Service Agreements. The document indicates that these agreements are attached as an appendix except in the pdf they appear to only be images of links and not open links. As a result, we have not been able to review the service agreements. Can you provide us with these documents for review?	The FTS-1 and FTS-2 Agreements have been uploaded in MFMP Sourcing.
38.	Sec. 2.3.2 of the Special Contract Conditions grants the Department a termination for convenience right where Contractor will be entitled to a payment only up to the contract value for the percentage of the work performed up to the termination date. Is it the intent of this language that Contractor sell the natural gas at a fixed price and then if the market value of gas falls below the fixed price, the Department may terminate at its convenience without further liability?	No, the markup is fixed, not the price.
39.	Sec. 5.2 of the Special Contract Conditions states that disputes arising out of the Contract must be submitted to the Department's designated Contract Manager for a final and conclusive decision and that this administrative remedy must be exhausted as an absolute condition precedent to pursuing any other legal recourse. Is this language intended to mean that if the Department's Contract Manager finds in favor of the Department, the Contractor has no recourse to the courts? Or is it intended to mean that the Contractor can only go to the courts after a final decision has been rendered by the Department's Contract Manager?	This provision means that the Contractor can only go to the courts after a final decision has been rendered by the Department's Contract Manager.
40.	Sec. 11.3 of the Special Contract Conditions notes "the liquidated damages provisions stated in the Contract documents will apply". However, in our review of the bid documents available we did not identify any liquidated damages provisions. Can you please let us know which liquidated provisions are being referenced?	There are no liquidated damage provisions in the anticipated contract.

41.	On page 9 of Attachment A its 2 files (FTS-1 and FTS-2) can those be provided as they do not open.	The FTS-1 and FTS-2 Agreements have been uploaded in MFMP Sourcing.
42.	<p><i>Section 5.4 “Additional Information”</i></p> <p>The Department can request and we have to provide any information they request. What type of “additional” information may be required?</p>	The nature of the additional information requested may vary depending upon the needs of the Department.
43.	<p><b>Special Contract Conditions “Attachment C”</b></p> <p><i>Section 5.6 “Cooperation with Inspector General and Records Retention”</i></p> <p>In this section we have to provide the Inspector General any information relevant during an investigation, audit, inspection, review or hearing. Will we be required to submit any information that we have deemed confidential?</p>	Yes, unless the vendor has obtained an order enjoining the Inspector General from accessing such information.
44.	<p><i>Section 6.4 “Risk of Loss”</i></p> <p>The SOF sets risk of loss until the goods or services are approved/accepted. If we have any damage claims that falls on us to file them during that time period. How exactly does this process work?</p>	This provision is intended to clarify that the State has no responsibility regarding damage occurring to goods prior to acceptance. The process used by the Contractor to address such losses is a matter for the Contractor, the Contractor’s insurer, and/or the Contractor’s suppliers.
45.	<p><i>Section 8.1 “Public Records” (b)</i></p> <p>We have the ability to charge the public agency for a copy of any requested records as long as the cost doesn’t exceed the cost in Chapter 119 of the F.S. From what I read it looks like we can only charge the actual cost of duplication. Can we confirm the cost allowed by law?</p>	You may consult an attorney regarding your rights and responsibilities under Chapter 119, Florida Statutes.

The following requirements supplement or replace those found in the ITB. The variations between the new and the old requirements are highlighted in yellow.

1. Section 2.7 of Attachment A, Scope of Work, is hereby replaced in its entirety as follows:

#### 2.7 Credit for Turnback Natural Gas

For Turnback Natural Gas that the Customer elects to turn back by the deadline ~~for Swing Gas, for the same day of flow,~~ the amount credited to Customer's account shall be lowest of the published Natural Gas Daily Midpoint Index prices for FGT Zones 1, 2 or 3 for the day the Natural Gas is to be turned back, reduced by an additional \$0.5 per MMBtu. This amount is then increased by the pipeline fuel percentage, and any applicable Transporter's usage. (Refer to the FGT) <https://fgttransfer.energytransfer.com/ipost/FGT/tariff/entire-tariff>

For Turnback Natural Gas that Customer notifies the Contractor after the deadline, ~~(for Swing Natural Gas for the same day of flow)~~ the amount credited to Customer's account shall be either (i) the daily Market Price reduced by an additional \$0.5 per MMBtu for the day the Natural Gas is to be turned back, or (ii) shall be included on the Customer's monthly imbalance. Customer must choose either of these options at the time Turnback Natural Gas is requested.

2. Section 2.8 of Attachment A, Scope of Work, is hereby added as follows:

#### 2.8 Charge for Swing Natural Gas

For Swing Natural Gas that the Customer requires, the amount assessed to Customer's account shall be the price stated in "Inside FERC's Natural Gas Market Report – Daily Prices of Spot Natural Gas Delivered to Pipelines" for FGT Zones 1, 2 or 3 for the day the Swing Natural Gas is purchased.



**ADDENDUM NO. 2**

**State of Florida  
 Department of Management Services  
 Invitation to Bid (ITB) No. 19-83101601-T  
 Natural Gas Supply**

**May 7, 2019**

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

This addendum formally changes the Timeline of Events, any added or new language to the Timeline of Events is highlighted in **yellow** below.

**Timeline of Events**

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System](#) (VBS).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

<b>Timeline of Events</b>	<b>Event Time (ET)</b>	<b>Event Date</b>
Solicitation posted on the VBS and in MFMP Sourcing		April 2, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	April 18, 2019
Department's anticipated posting of answers		April 30, 2019
Deadline to submit bid and all required documents in MFMP Sourcing	10:30 A.M.	<b>May 21, 2019</b>
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, Florida 32399-0950	10:31 A.M.	<b>May 21, 2019</b>
Anticipated date to post Notice of Intent to Award		<b>June 4, 2019</b>
Anticipated Contract start date		July 1, 2019



**ADDENDUM NO. 3**

**State of Florida  
Department of Management Services  
Invitation to Bid (ITB) No. 19-83101601-T  
Natural Gas Supply**

**May 9, 2019**

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

In the event of a conflict between the previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

The Invitation to Bid (ITB) is hereby amended to incorporate **Attachment L (Meter Locations/Usage Report)**. The information contained in this report identifies usage for prior fiscal years under the existing State Term Contract. Meter locations and usage may differ under the State Term Contract resulting from this solicitation. The Contract resulting from this solicitation is intended for use throughout the State of Florida by agencies and eligible users as defined by Rule 60A-1.001(2), Florida Administrative Code.

## Attachment L - Meter Locations/Usage Report (SOF Fiscal Year 2016-2017)

Account Name	IEI Number	LDC	LDC Number	Annual Usage, in Therms
33RD ST CORRECTIONS FAC-SUPPORT - Orange County BCC	4018460051	TECO	3860400	0.0
ABACOA ELEMENTARY SCHOOL - BEACON COVE ELEMENTARY	9596909990	TECO	211002712068	1,297.3
ABACOA MIDDLE SCHOOL- INDEPENDENCE MIDDLE	5457759125	TECO	211006206083	2,783.2
Allamanda Elementary	4120995222	TECO	211001979981	1,445.5
ALTA VISTA ELEMENTARY	9183913511	TECO	211015314118	2,841.4
ANIMAL SERVICE DIVISION - Orange County BCC	4394234763	TECO	10998458	77.9
AVON PARK CORRECTIONAL INSTITUTE	6491473789	TECO	211015415238	9,902.3
AVON PARK HIGH SCHOOL	4618096734	TECO	211004543842	1,165.7
BAKER COUNTY RE-ENTRY FACILITY	5251849983	TECO	211010554692	41,216.5
BCSD - Arnold High School	6361347943	TECO	211015260808	2,563.3
BCSD - Bay High School	6759311311	TECO	211005130060	42,674.9
BCSD - Breakfast PT Academy	4310598659	TECO	221000852485	35,615.8
BCSD - Callaway Elementary School	9197472345	TECO	221000923617	7,400.8
BCSD - Cherry St Elem (Boiler)	4217647222	TECO	221000864696	2,140.2
BCSD - Cherry St Elem (Cafeteria)	6222596257	TECO	221000865354	539.8
BCSD - Everitt Jr High School	1089121446	TECO	221000910895	29,787.8
BCSD - Everitt Middle School School	5317670384	TECO	221000921850	1,539.6
BCSD - Haney Vo-Tech School	9353432389	TECO	221000926610	46,002.8
BCSD - Hiland Park Elementary School	9430832746	TECO	221000924409	129.0
BCSD - Hutchinson Bch Elem (Boiler)	4235586425	TECO	221000862898	32,080.7
BCSD - Hutchinson Bch Elem (Cafe)	3320229385	TECO	221000862864	1,749.8
BCSD - Jinks Middle School	5334634121	TECO	211015167573	3,328.9
BCSD - Lucille Moore Elementary School	7116129457	TECO	221000917734	9,899.5
BCSD - Lynn Haven Elementary School	7126185138	TECO	211014251345	0.0
BCSD - Maintenance	5884056578	TECO	221000924490	1,403.6
BCSD - Merritt Brown Middle School	6506791915	TECO	221000870149	4,180.9
BCSD - MKL School in Millville	4006380141	TECO	211010310368	14,096.7
BCSD - Mosley High School	7103888375	TECO	221000925885	50,292.6
BCSD - MOWAT GYM	4613464518	TECO	221000851438	3,226.6
BCSD - Mowat Middle School	8342323273	TECO	221000927956	1,373.3

BCSD - Nelson Bldg	7204440536	TECO	211015227740	35,956.3
BCSD - New Horizons Center	3127021916	TECO	221000855306	230.6
BCSD - Northside Elementary	5816971192	TECO	221000876872	8,846.0
BCSD - Oakland Terrace (Cafeteria)	7163938948	TECO	221000875452	657.8
BCSD - Oakland Terrace Elementary School	8952622232	TECO	221000875478	101.5
BCSD - Parker Elementary (Cafeteria)	7373745767	TECO	221000927394	1,311.3
BCSD - Patronis Elementary School	5313965701	TECO	221000900664	681.0
BCSD - Patterson Elementary School	5725036758	TECO	221000899171	1,923.3
BCSD - R L Young Center	5436121284	TECO	211015347597	2,480.5
BCSD - ROSENWALD HIGH SCHOOL	6431739342	TECO	211015532966	300.6
BCSD - Rosenwald Middle School	6340319283	TECO	211000696461	1,564.7
BCSD - RUTHERFORD HIGH SCHOOL	9032652566	TECO	211010249889	1,457.7
BCSD - Rutherford Middle School	9369529274	TECO	221000902041	7,547.5
BCSD - St Andrew School	8432323256	TECO	221000902611	1,597.1
BCSD - Surfside Middle School	8518145349	TECO	221000916355	1,977.7
BCSD - Tommy Oliver	6581012092	TECO	9980830	2.1
BCSD - Tommy Smith Elementary School	5525347630	TECO	221000866766	4,118.1
BCSD - Transportation	7613686132	TECO	211015343430	2,403.6
BCSD - Tyndall Elementary School	8578488470	TECO	221000927931	746.3
BCSD -Deer Point Elementary School	1342956403	TECO	211010311390	13,246.7
BCSD-Cedar Grove Elementary School	7455065728	TECO	221000849622	1,178.3
BCSD-Cedar Grove Elementary School (Bolier Room)	3853648643	TECO	221000849671	5,799.2
Bear Lake Elem Sch	1471717808	TECO	211006898533	1,317.3
Belleview Elementary School	7637981289	TECO	211015280665	437.0
Belleview High School (Athl Dept)	7680507578	TECO	211000235914	176.0
Belleview High School (Kitchen)	9911315513	TECO	211015280731	1,787.4
Belleview High School (Main Bldg)	1099405979	TECO	211008246467	1,420.0
Belleview Middle School (Gym)	2265577560	TECO	211015280368	90.7
Belleview Middle School (Kitchen)	4145678056	TECO	211008247358	1,835.1
BOOKER HIGH SCHOOL-GYM	8220581746	TECO	211012932433	827.3
BROOKSIDE MIDDLE SCHOOL	4743747217	TECO	211014993276	1,743.4
Central FL Reception Center (E) Unit	8866453034	TECO	211004536697	95,288.0
Central FL Reception Center/Main Unit	3194840337	TECO	211004537430	112,878.1
Central FL Reception Center/South	4571658943	TECO	211004535244	19,130.3



Central Florida Reception Center/Barracks SOQ	1597242679	TECO	211004539030	2,218.2
City of Eustis	4388949369	TECO	211001643496	869.8
City of Eustis - City Pool	7301646880	TECO	211000809460	144.2
City of Orlando	5584074238	TECO	211011141903	479,483.8
City of Punta Gorda - Annex Gen	5011844980	TECO	211006592391	30.6
Columbia Correctional Institute	5810557923	TECO	211010524034	90,582.1
COMMUNITY CORRECTIONAL INSTITUTE	8072909596	TECO	211009094841	14,271.6
COMMUNITY EDUCATION CTR	9890452040	TECO	211014745866	786.9
COMMUNITY EDUCATION CTR (CAFE)	4316315677	TECO	211014858578	608.1
Crooms High School	9570801572	FPU	182179	1,850.0
Crystal Lake Elementary	5344701001	FPU	249053	120.9
DCPS - ANDREW JACKSON CAFETERIA	6617456160	TECO	211002972001	5,493.9
DCPS - ANDREW ROBINSON SCHOOL #262	6007157411	TECO	211014656758	1,994.0
DCPS - ANNIE MORGAN SCH 21	4709153778	TECO	211001026734	1,377.5
DCPS - ARLINGTON MIDDLE SCHOOL #213	1518284754	TECO	211015205969	2,180.4
DCPS - Bartram Springs Elementary	9112395756	TECO	211002059171	1,081.2
DCPS - BAYVIEW ELEM #84	4750250829	TECO	211014867918	681.0
DCPS - BEAUCLERC ELEMENTARY #230	9723631079	TECO	211004375013	2,901.1
DCPS - BILTMORE ELEM SCHL #78	4007084161	TECO	211004497999	1,995.8
DCPS - BRENTWOOD SCHOOL #15	4929157817	TECO	211002026618	999.4
DCPS - C G WOODSON ELEM 166	4766852627	TECO	211001832446	1,179.5
DCPS - CEDAR HILLS ELEM #97	7026997708	TECO	211008244348	456.5
DCPS - CENTRAL RIVERSIDE ELEMENTARY #18	4612561201	TECO	211014705324	497.1
DCPS - CHETS CREEK ELEM SCH #264	4406117868	TECO	211015456737	552.9
DCPS - DARNELL COOKMAN SCH 145	5884662913	TECO	211007773867	778.3
DCPS - DOUGLAS ANDERSON SCH #107	4225864701	TECO	211001834947	894.9
DCPS - DUPONT #66A	4289767108	TECO	211002320748	2,173.8
DCPS - DUPONT JR HIGH #66	4595711168	TECO	211009138663	1,878.9
DCPS - Duval Cnty School #245	3663560641	TECO	211003923078	2,735.1
DCPS - Duval Co. Public School #265	1286172553	TECO	211003923664	2,841.0
DCPS - DUVAL COUNTY PUBLIC SCHOOL	9809634232	TECO	211015472551	516.6
DCPS - DUVAL COUNTY SCHL 293	4652387988	TECO	211012889112	0.0
DCPS - DUVAL CTY SCHL BD 3001	7926420654	TECO	211005624567	2,692.1
DCPS - ENGLEWOOD ELEM SCH 87	4806404265	TECO	211004158096	903.3

DCPS - ENGLEWOOD SR HI #90	8775937786	TECO	211007914339	1,912.0
DCPS - EUGENE BUTLER SCH 168	4178395642	TECO	211001723082	1,649.2
DCPS - FISHWEIR SCHL CAFET 20	7819012041	TECO	211004824184	666.0
DCPS - Fletcher High School #223	3549125361	TECO	211006360328	17,148.5
DCPS - FORREST HIGH SCHOOL #241	4628456981	TECO	211014351285	2,067.5
DCPS - FORREST HILL ELEM #91	4770161056	TECO	211001029050	591.5
DCPS - GEO WASH CARV SCHL 158	4978024690	TECO	211006562816	646.7
DCPS - GRAND PARK SCHOOL 14	7520901672	TECO	211000370984	159.6
DCPS - GREENFIELD ELEM 222	4036541691	TECO	211003327916	1,302.7
DCPS - GREGORY ELEM #243	6084262442	TECO	211008718275	1,542.0
DCPS - HIGHLANDS ELEM #99	5704513648	TECO	211014767720	1,057.0
DCPS - HIGHLANDS JR HIGH #244	4454472002	TECO	211014767407	2,194.4
DCPS - HOGAN SPRING GLEN ELEM #64	4605698641	TECO	211010854605	548.1
DCPS - HYDE GROVE SCH #214	4460521974	TECO	211011352708	0.0
DCPS - HYDE PARK ELEM 77	7394141581	TECO	211001188674	785.7
DCPS - JEFFERSON DAVIS HI 216	4041375363	TECO	211008377627	538.0
DCPS - JOHN E FORD ELEM #154	8679298663	TECO	211013119824	290.2
DCPS - JOHN E FORD ELEM 154	4448884847	TECO	211000212897	1,276.6
DCPS - JOHN LOVE ELEM #73	4068343770	TECO	211000959455	258.5
DCPS - KERNAN MIDDLE SCHOOL #CC279	1264935945	TECO	211001941817	1,035.0
DCPS - KERNAN TRAIL ELEM SCHOOL #W231	2789955484	TECO	211001942427	1,170.1
DCPS - KINGS TRAIL ELEM 203	4722311104	TECO	211002179631	268.2
DCPS - KIRBY SMITH MIDDLE SCHOOL #25	4933173060	TECO	211004315860	3,091.5
DCPS - LAKESHORE JR HIGH #69	4799363413	TECO	211014951035	3,106.7
DCPS - LAKESHORE MIDDLE SCHOOL #69	4655682108	TECO	211015037909	1,612.2
DCPS - LANDON MIDDLE SCHOOL #31	4116525831	TECO	211001172512	2,653.4
DCPS - LAVILLA SCHOOL	7609771875	TECO	211015552444	34.8
DCPS - LONGBRANCH ELEM #106	4594997008	TECO	211005281954	924.9
DCPS - Loretto Elem. #30	4536751344	TECO	211002849332	1,816.7
DCPS - LOVE GROVE ELEM #82	4639731337	TECO	211010856311	661.2
DCPS - MATTHEW GILBERT SCH #146	5421949577	TECO	211000806763	1,376.2
DCPS - MATTIE V RUTHERFORD #6	7959642088	TECO	211008167465	215.0
DCPS - MERRILL RD ELEMENTARY #228	5686197740	TECO	211015205456	1,265.5
DCPS - MONCRIEF CTR 124	7063630755	TECO	211001838617	1,300.7

DCPS - MT HERMAN SCHOOL 164	8067472697	TECO	211000379431	234.7
DCPS - Neptune Beach Elem. School	9012776456	TECO	211006299948	2,560.3
DCPS - NORMANDY VILL ELEM 221	5770400439	TECO	211012559020	844.8
DCPS - NORTSHORE K-8	8444606612	TECO	211002092404	1,399.1
DCPS - NORTHSIDE SKILLS CTR #285	8358016056	TECO	211013238962	2,744.0
DCPS - NORTHWESTERN JR 155	5330525166	TECO	211003500751	1,980.7
DCPS - OAK HILL ELEM SCHL 210	8164218236	TECO	211005478451	1,491.8
DCPS - PARKWOOD HEIGHTS ELEMENTARY #208	4050416862	TECO	211015205357	838.5
DCPS - PAXON JR HI CAFE #92	4598456641	TECO	211004664432	1,160.1
DCPS - PAXON SR HI CAFE #75	4940690181	TECO	211004662774	1,547.4
DCPS - PAXON SR HIGH #75	4314605870	TECO	211009379648	8.4
DCPS - PICKETT ELEMENTARY SCHOOL #205	4986250454	TECO	211014804366	651.2
DCPS - PINE ESTATES ELEM #250	4371634177	TECO	211014767571	1,266.4
DCPS - R V DANIELS ELEM 162	7440012515	TECO	211000212293	570.5
DCPS - RAMONA ELEM SCH #79	4816864663	TECO	211012557891	282.3
DCPS - REYNOLDS LANE SCH 202	5303202744	TECO	211002513862	973.7
DCPS - RIBAULT JR HI #212	6758597507	TECO	211001025835	1,371.2
DCPS - RIBAULT SR HIGH #96	5821226776	TECO	211001027583	4,809.1
DCPS - RICHARD L BROWN ELEM #148	5695642400	TECO	211001030371	703.2
DCPS - Robert E Lee High School	3638045396	TECO	211009441125	2,207.3
DCPS - RUTH UPSON ELEM 19	7201650412	TECO	211013383156	996.8
DCPS - S HULL ELEM 169	7494000808	TECO	211001180226	666.4
DCPS - S P LIVINGSTON SCH 149	7621610220	TECO	211001724445	819.6
DCPS - SAN MATEO ELEMENTARY #218	4293278097	TECO	211014659901	737.3
DCPS - SCHULZ CENTER	4189872116	TECO	211014698214	406.2
DCPS - SHERWOOD FORREST ELEM #9	6680395107	TECO	211005126092	714.7
DCPS - SKILL CENTER #280	4277274907	TECO	211000234867	710.6
DCPS - SOUTHSIDE JR HIGH 211	8917517886	TECO	211003328690	2,211.0
DCPS - SPRING PARK ELEM #72	7010496719	TECO	211012884378	990.5
DCPS - STANTON PREPARATORY SCH 153	4992905635	TECO	211001565913	549.9
DCPS - STONEWALL JACKSON 234	8493278898	TECO	211014951332	1,085.3
DCPS - SUSIE TOLBERT SCH #128	4535569301	TECO	211007925509	735.6
DCPS - TECH HI SCHOOL 67	4694387129	TECO	211005923969	330.0
DCPS - TERRY PARKER HIGH SCHOOL#86	5016161864	TECO	211015205662	2,132.6

DCPS - TWIN LAKES ACADEMY ELEM SCHOOL	4175145059	TECO	211015366845	924.2
DCPS - TWIN LAKES MIDDLE SCHOOL	4093084491	TECO	211015303087	3,400.0
DCPS - VENETIA ELEM 68	4967254565	TECO	211001026254	1,126.2
DCPS - W JOHNSON JR HI #152	6402282403	TECO	211007773164	15.7
DCPS - W RIVERSIDE CAFE 12	4057371826	TECO	211004665702	519.6
DCPS - WEST JAX ELEM #143	4015816622	TECO	211001024762	641.7
DCPS - WINDSOR PARK ELEMENTARY SCHOOL	3006228432	TECO	211004999242	1,848.1
DCPS - WM RAINES SR HIGH 165	5831686314	TECO	211001020802	1,573.0
DCPS - WOLFSON SR HIGH #224	9901557645	TECO	211003834465	1,670.0
DCPS Landmark Middle School #256	1100363451	TECO	211007065025	2,544.0
DCPS Robert E Lee High School (Bldg 1)	4917075286	TECO	211009440234	3.1
DCPS Robert E Lee High School (Field House)	9518841279	TECO	211009440820	897.2
DCPS Robert E Lee High School (Locker Room)	6381614180	TECO	211009440564	0.0
DCPS Robert E Lee High School (Science Bldg )	5147443766	TECO	211007466959	5.1
DD Eisenhower Elementary	9677606404	TECO	211005422657	0.0
DD Eisenhower Elementary School	6772042341	TECO	211005422962	984.0
Dept of Corrections	5632145620	TECO	5109556162	11,265.0
DEPT OF FINANCIAL SERVICES FIRE COLLEGE	5201678692	TECO	211005423408	31,344.9
Desoto CI	7777054338	TECO	340136171	15,204.3
DMS/FDLE CRIME LAB/ORLANDO	4372650952	TECO	211015133898	66,518.3
ECKERD COLLEGE	5996646230	TECO	211014562287	181,882.4
EIGHTH STREET SCHOOL	8112359300	TECO	211012958644	1,593.0
Emerald Shores Elementary	9140689014	TECO	211004915990	649.2
English Est School	8991366721	TECO	211011677377	447.2
EVERGREEN ELEMENTARY	5467715894	TECO	211015427811	358.6
FLA School for the Deaf & Blind	1461299270	TECO	211010986878	199,337.7
FLA SCHOOL FOR THE DEAF AND BLIND	2405718351	TECO	211010350091	4,686.4
Florida Atlantic University	9061468299	FPU	116185	855,788.7
FLORIDA DEPT OF CORRECTIONS	4111804661	TECO	211015043642	22,299.5
Florida Dept of Health	5225597141	TECO	211004348051	38,684.2
Florida Dept of Health - Central Lab	4745420959	TECO	211004347343	73,824.9
Florida Dept of Veterans Affairs	1777837615	TECO	211000695505	90,930.8
Florida Gulf Coast University	8602493297	TECO	211012011360	0.0
FLORIDA STATE COLLEGE AT JACKSONVILLE DWTN CAMPUS	5427888043	TECO	211010836800	23,877.3

FLORIDA STATE COLLEGE AT JAX DOWNTOWN CAMPUS	8621545317	TECO	211010837568	11,240.5
FLORIDA STATE COLLEGE KENT CAMPUS	5202189234	TECO	211000392087	3,497.2
FLORIDA WOMENS RECEPTION CENTER	4606728679	TECO	211010071531	62,043.6
Forest City Elem	2910027314	TECO	211012512292	833.8
Forest High School	6600379852	TECO	211004534890	1,160.2
FSCJ - CRIMINAL JUSTICE	7855884448	TECO	211010837303	1,394.0
FSCJ - HVAC Building	4482760258	TECO	211010838368	8.2
FSCJ AVIATION CENTER OF EXCELLENCE	4584234373	TECO	211010837840	186.8
FSCJ KENT CAMPUS STUDENT SERVICES	4034509319	TECO	211006306636	3,480.9
FSCJ NORTH CAMPUS	6919274327	TECO	211015303244	7,609.6
FSCJ SOUTH	8257711314	TECO	211015583621	84,730.2
FSU-Panama City Admin Bldg	8381900078	TECO	211005490514	136,153.7
FT KING JR HIGH	4658226382	TECO	211015559290	291.3
FT KING JR HIGH SCHOOL	4855472093	TECO	211015221222	1,855.4
Goldsboro Elementary	6153150533	FPU	3515	744.1
GREENWAY ELEMENTARY	7424610668	TECO	211015280590	438.4
Gulf Coast Community College (Art)	5996443275	TECO	211008030028	23.4
Hardee Cl	7777336648	CFG	300069011	11,017.0
HCPS - 2441-LINCOLN ELEMENTARY MAGNET	8650131056	CFG	310508	1,496.0
HCPS - Adams Jr High School	3947927222	TECO	211006225430	837.7
HCPS - B T Washington J H	2197368351	TECO	211004764489	5,538.7
HCPS - Ben Hill Middle School	2428318924	TECO	211015559282	2,025.8
HCPS - Carver Center Replacement School	2741890489	TECO	211004850528	968.8
HCPS - G Clevelnd Sch L R	3321179008	TECO	211013348142	1,266.7
HCPS - Middleton High School	1912257221	TECO	211014514981	0.0
HCPS - Mitchell Elementary School	1022693780	TECO	211006440989	751.1
HCPS - Robinson Sr High School	4637886376	TECO	211003581009	582.7
HCPS - Sergeant Paul Smith Middle School	7956848602	TECO	211006876885	974.6
HCPS - Tomlin Jr HS Boiler Room	8874778444	CFG	311347	0.0
HCPS - Vanburen Jr High School Science La	8964479872	TECO	211015340113	7.0
HCPS -0521-BRYAN ELEMENTARY	5927479218	CFG	311621	1,560.3
HCPS -0641-BURNEY ELEMENTARY	4916706902	CFG	311462	816.2
HCPS -2362-MONROE MIDDLE	7517294796	TECO	211005356640	0.0
HCPS -2841-MARSHALL MIDDLE	4525008562	CFG	311130	866.0

HCPS -3431-PLANT CITY HIGH	4579662367	CFG	317067	1,788.9
HERNANDO COUNTY COURTHOUSE	9113715466	TECO	211015434650	43,174.3
Highlands Elementary	8487915738	FPU	3433	985.8
Howard Academy	5134298194	TECO	211003121533	60.4
HOWARD MIDDLE SCHOOL	6043278658	TECO	211014827391	1,690.2
HOWELL L WATKINS JR HIGH	6409541243	TECO	211015317806	3,658.2
Indian Trails Middle	5277298423	FPU	194687	2,196.5
Jerry Thomas Elementary	1969789097	TECO	211005421709	1,538.7
Jerry Thomas Elementary (Generator)	9448785083	TECO	211005421923	70.0
Jupiter Elementary	6167698801	TECO	211005963312	2,369.1
Jupiter High School	6608820245	TECO	211001403404	3,816.6
Jupiter Middle School	7182723493	TECO	211005421444	368.3
Keeth Elementary	1135636349	FPU	194690	433.6
Lake Brantley High School (Pool)	5313078303	TECO	211009317671	54,005.8
LAKE CITY COLLEGE-CORRECTION ACAD	4158888611	TECO	211014442365	1,769.0
LAKE CITY SERVICE CENTER (DEPT OF CORRECTION RG2)	5892844972	TECO	211004992072	590.3
Lake Mary Elementary	6077954256	FPU	110813	1,703.2
Lake Mary High School	2700402217	FPU	245302	7,963.7
LARGO WORK CAMP	7860870783	TECO	211010303751	9,419.1
Lassen FDVA Nursing Home	9094715308	TECO	211000695760	104,530.4
Lee County Government, The Core	7382917771	TECO	211015153169	67,534.5
Lee County Justice Center Kitchen	9983541165	TECO	211011713974	67,252.9
Lee County Sheriiff's Office	4445744227	TECO	211011715078	18,585.3
Lyman High School	7000009103	TECO	211006898798	4,020.0
Mandarin HS #260	1268338834	TECO	211002848193	6,225.9
MAPLEWOOD ELEMENTARY	4460117807	TECO	211015280442	574.2
Marianna Svc Ctr Wakulla	7714634071	TECO	211015422069	269,510.1
MARION COUNTY SHERIFF DEP	5497278628	TECO	211014827532	822.5
MARION CTY SCHOOL BOARD	4671181221	TECO	211012955541	526.0
Marion Technical Institute	9568468400	TECO	211012393339	2,075.1
Marsh Pointe Elementary	7677274900	TECO	211002163890	1,190.6
MARTIN COUNTY HIGH SCHOOL	7952484241	TECO	211015132304	1,893.8
Martin County Jail	4739198876	TECO	211012482108	45,334.8
MCSB MAINTENANCE BLDG	9736456163	TECO	211014824810	465.1

MCSB Thelma Parker Center	1021366078	TECO	211011089854	823.3
Miami Correctional Center	1708217471	FCG	9777090122	5,647.0
Miami North Community Center	1257514443	FCG	197190122	11,987.0
Milwee jr High	1204689118	TECO	211012788876	2,075.4
OCPS - Aloma Elementary #1401	6817145264	TECO	211013347235	592.7
OCPS - Glenridge Middle School #0571	5211533211	TECO	211013421352	3,894.5
OCPS - Lake Sybelia School #01221	9994759673	TECO	211013347870	395.7
OCPS - Winter Park 9th Grade Ctr. Cafeteria	7328917970	TECO	211013344596	1,404.9
OCPS - Winter Park High #1411	4028012921	TECO	211013347029	18,137.1
ORANGE CO CONVENTION CTR	4291852767	TECO	1652783	3,194.6
Orange County BBC	7604892458	TECO	14466262	8,482.2
Orange County BCC Medical Examiner	6328594221	TECO	18174474	1,766.8
Orange County Convention Center	2460534612	TECO	211013636223	518.9
Orange County Convention Center V N	1812508640	TECO	10767200	1,682.1
Orange County Convention Center V S	5275057604	TECO	10766962	537.2
ORANGE COUNTY CORRECTIONAL FACIL. - Orange County BCC	4035828618	TECO	11227246	884.4
ORANGE COUNTY CORRECTIONAL INST - Orange County BCC	4281391924	TECO	4374575	520.4
Orange County Corrections	8034817779	TECO	11836384	570.2
ORANGE COUNTY FACILITY MNGNT - Orange County BCC	4091658028	TECO	9618901	4,844.5
Orange County Fire Dept #533	1669005489	TECO	211013633386	241.7
Orange County Fire Dept #83	4821308443	TECO	211014263126	1,529.5
Orange County Fleet Mgmt	7870346962	TECO	211013680221	4,228.3
Orange County Medical Clinic	2771187788	TECO	5106869	32.9
Orange County Utilities South WRF	1226463607	TECO	211013633808	67,670.2
Orange County Utilities South WRF Generator	8807045292	TECO	211013635530	121,842.7
Orange County Work Release - Bldg A	6773428319	TECO	211013634723	3,716.1
ORANGE COUNTY WORK RELEASE-BLDG B - Orange County BCC	9345250784	TECO	8820011	244.1
OSPREY FOUNTAINS	4192760816	TECO	211002695669	11,225.4
Palm Beach Gardens Area Elementary dba Howell L Watkins Jr High	2296661870	TECO	211015317715	274.2
Palm Beach Gardens Comm High School	2806658980	TECO	211003514653	5,667.3
Palm Beach Gardens Elementary	1218290460	TECO	211006876125	1,010.0
Panama City Corr CCC #63	1689996220	TECO	211010554460	6,602.6
PHILLIPI SHORES	4603319338	TECO	211015314019	1,324.1
Pine Crest Elementary	6365335869	FPU	3465	1,479.5

Pinecastle Fire Dept #52S	7154444704	TECO	211013633576	302.1
PINELLAS SUNCOAST TRANSIT AUTHOR.	2525925575	TECO	211013220770	7,396.9
Rainbow Elementary School	8148267440	TECO	211015349437	1,200.0
S.F.C.C. DISTRICT BOARD OF TRUSTEE	6623505605	TECO	211012005958	17,288.1
SADDLEWOOD ELEMENTARY	4804371201	TECO	211014855681	618.8
Sanford Middle	7244401626	FPU	3509	2,131.3
SARASOTA HIGH SCHOOL	9919989767	TECO	7107493	2,430.6
SCHOOL BOARD OF PB COUNTY - WATSON B. DUNCAN MIDDLE	7975589182	TECO	211015319265	1,608.5
SCHOOL BOARD OF PBC DWYER	4148428557	TECO	211015318671	4,340.1
SCHOOL BOARD OF PBC TIMBERTRAC	4138468649	TECO	211015317913	1,983.4
Seminole High (Gym)	1305969025	FPU	266298	418.4
Seminole High (Pool)	5147764285	FPU	130407	33,763.2
Seminole High School	5081134430	FPU	3393	2,827.6
South Florida Community College	7200129738	TECO	211006480357	2,466.3
South Seminole Middle School	1249732387	TECO	211012704766	7,738.2
Southside Elementary	4568962737	TECO	211004856681	1,206.9
STATE NURSING HOME FOR VETERANS	3964339128	TECO	211000695257	56,185.1
State of Florida - Apalachee Correctional	7771043071	CFG	322676	30,380.3
State of Florida - Avon Park Correctional	7771201829	TECO	211015415147	15,236.8
State of Florida - Baker Correctional	7776608843	TECO	211015458170	17,398.4
State of Florida - Charlotte Correctional	7773116692	TECO	211015558599	7,848.2
State of Florida - Columbia Correctional	7774285098	TECO	211015457941	13,291.8
State of Florida - Florida State Hospital	7772439764	of Chattahoochee	FSH	24,017.0
State of Florida - Gulf Correctional	7778628627	oe Natural	GCI	35,795.0
State of Florida - Holmes Correctional	7778400753	CFG	322673	20,571.9
State of Florida - Lancaster Correctional (Trenton)	7772338243	CFG	322744	14,245.1
State of Florida - Liberty Correctional	7771842264	TECO	211013192060	23,307.2
State of Florida - Lowell Correctional (FL Correctional)	7772185777	TECO	211015163663	24,977.6
State of Florida - Madison Correctional	7776386273	ty of Madison	Mad Corr	23,328.0
State of Florida - Marion Correctional	7779720767	TECO	211015033072	18,095.6
State of Florida - Mayo Correctional	7774322097	TECO	211015421491	12,105.8
State of Florida - N. Fla. Rece Ctr (Worthington Springs)	7776636038	CFG	322745	51,156.0
State of Florida - NE FL State Hospital	7772837736	TECO	211015458055	52,398.3
State of Florida - Polk Correctional	7775681674	CFG	322820	13,106.9



State of Florida - Raiford	7772177642	Direct Coni	Rai	50,165.0
State of Florida - Suwanee Correctional	7775965982	CFG	332246	6,336.9
State of Florida - Suwanee Correctional	7775965982	CFG	332246	11,013.4
State of Florida - Tomoka Correctional	7774509236	TECO	211006924271	20,711.2
State of Florida - University of West Florida	7777141766	y of Pensac	UWF	59,817.0
State of Florida - Walton Correctional	7775989658	f Defuniak S	Walt	21,078.8
State of Florida - Washington Correctional	7775636766	CFG	322667	22,422.3
Sterling Park Elementary	9698932204	TECO	211015095717	1,463.2
SUN-N-LAKES ELEMENTARY/H01344	8765476964	TECO	211004543537	1,548.9
Teague Middle School	5048987687	TECO	211015095832	13,512.0
TUTTLE ELEMENTARY	4568387862	TECO	211013529717	1,452.0
UNF Campus Maint Facility B64	7316453999	TECO	211013987592	2,350.1
UNF-Osprey Fountains	4284315613	TECO	211003139667	5,797.9
UNIV OF N FL 34 ARENA	9399775049	TECO	211010960287	783.1
UNIV OF N FL BLDG 26 FIELDHOUSE	1043930941	TECO	211010960493	124.6
UNIV OF N FL BLDG 36 ARENA PLANT	9768111849	TECO	211010960063	1,957.0
UNIV OF N FL BLDG 4	9830045178	TECO	211010961962	2.4
UNIV OF N FL BLDG 5 PHYSICAL PLANT	9085956076	TECO	211010899873	444,583.9
UNIV OF N FL BLDG 50	9666294079	TECO	211010962184	42.2
UNIV OF N FL BLDG 59	4381444219	TECO	211010961756	2,579.2
UNIV OF N FL HOUSING MAINTENANCE BUILDING	9538090812	TECO	211010899642	448.3
UNIV OF N FL OSPREY COMMONS	7729165248	TECO	211010961137	12.9
UNIV OF N FL OSPREY COVE BLDG T	4957274240	TECO	211010962432	3,765.9
UNIV OF N FL OSPREY COVE BLDG U	4381901130	TECO	211010963695	3,900.4
UNIV OF N FL OSPREY COVE BLDG V	8449109225	TECO	211010963943	3,991.2
UNIV OF N FL OSPREY CROSSING BLDG Q	1085905758	TECO	211010963042	3,303.1
UNIV OF N FL OSPREY CROSSING BLDG R	4663980334	TECO	211010585670	3,645.5
UNIV OF N FL OSPREY CROSSING BLDG S	1817264211	TECO	211010963232	4,636.2
UNIV OF N FL OSPREY DINING HALL	5091741308	TECO	211010961327	27,420.0
UNIV OF N FL OSPREY HALL BLDG Z	2375562185	TECO	211010963489	8,083.3
UNIV OF N FL OSPREY LANDING BLDG W	5471002533	TECO	211010962630	5,291.7
UNIV OF N FL OSPREY LANDING BLDG X	6920962058	TECO	211010585472	4,855.6
UNIV OF N FL OSPREY LANDING BLDG Y	7092688487	TECO	211010962853	5,051.6
UNIV OF N FL STUDENT UNION	1110911122	TECO	211010960915	11,285.9

UNIV OF N FL SWIM LOCKER	3612753647	TECO	211010961541	17.5
UNIV OF N FL WELLNESS CENTER	6430520294	TECO	211010960725	1,154.9
UNIVERSITY OF NORTH FL	2818445144	TECO	211003139394	3,047.6
University of North Florida - B17 Osprey Clubhouse	4703231359	TECO	211010964156	1,996.8
Vanguard High School	6174883930	TECO	211014828936	674.2
VETERANS NURSING HOME OF FLORIDA	2820657837	TECO	211000695000	59,371.8
WEST PORT SCHOOL	4344860320	TECO	211014856465	27,631.6
Wilson Elementary	6926128231	FPU	110832	25.3
Winter Springs Elementary	5654293438	FPU	187092	1,471.4
Winter Springs High School	7549888345	FPU	194454	55,508.5
WYOMINA PARK SCHOOL	4204129623	TECO	211015221214	1,186.2
ZEPHYRHILLS CORRECTIONAL INSTITUTE	4753399503	TECO	211015267613	39,665.3
<b>Grand Total</b>				<b>5,894,266.4</b>

## Attachment L - Meter Locations/Usage Report (SOF Fiscal Year 2017-2018)

Account Name	IEI Number	LDC	LDC Number	Annual Usage, in Therms
ABACOA ELEMENTARY SCHOOL - BEACON COVE ELEMENTARY	9596909990	TECO	211002712068	1,159.6
ABACOA MIDDLE SCHOOL- INDEPENDENCE MIDDLE	5457759125	TECO	211006206083	3,089.0
Allamanda Elementary	4120995222	TECO	211001979981	1,464.0
ALTA VISTA ELEMENTARY	9183913511	TECO	211015314118	3,233.1
AVON PARK CORRECTIONAL INSTITUTE	6491473789	TECO	211015415238	11,096.0
AVON PARK HIGH SCHOOL	4618096734	TECO	211004543842	1,261.6
BAKER COUNTY RE-ENTRY FACILITY	5251849983	TECO	211010554692	46,383.3
BCSD - Arnold High School	6738985032	TECO	221000914939	2,614.2
BCSD - Bay High School	6567242965	TECO	221000872095	44,937.0
BCSD - Breakfast PT Academy	4310598659	TECO	221000852485	34,887.7
BCSD - Callaway Elementary School	9197472345	TECO	221000923617	7,632.3
BCSD - Cherry St Elem (Boiler)	4217647222	TECO	221000864696	2,598.0
BCSD - Cherry St Elem (Cafeteria)	6222596257	TECO	221000865354	547.0
BCSD - Everitt Jr High School	1089121446	TECO	221000910895	30,334.5
BCSD - Everitt Middle School School	5656230185	TECO	221000913824	1,968.1
BCSD - Haney Vo-Tech School	8248266157	TECO	221000924458	56,200.4
BCSD - Hiland Park Elementary School	9430832746	TECO	221000924409	353.8
BCSD - Hutchinson Bch Elem (Boiler)	4235586425	TECO	221000862898	6,975.5
BCSD - Hutchinson Bch Elem (Cafe)	3320229385	TECO	221000862864	1,115.3
BCSD - Jinks Middle School	7766153255	TECO	221000909939	4,886.7
BCSD - Lucille Moore Elementary School	7116129457	TECO	221000917734	12,096.6
BCSD - Lynn Haven Elementary School	7126185138	TECO	221000927964	0.0
BCSD - Maintenance	7618509870	TECO	221000922635	3,316.5
BCSD - Merritt Brown Middle School	6506791915	TECO	221000870149	13,750.7
BCSD - MKL School in Millville	6050690951	TECO	211010310145	10,705.3
BCSD - Mosley High School	5806238745	TECO	221000925828	80,586.7
BCSD - MOWAT GYM	6413693043	TECO	211010249046	3,262.6
BCSD - Mowat Middle School	7222678353	TECO	221000927998	2,066.0
BCSD - Nelson Bldg	7204440536	TECO	221000873572	17,069.8
BCSD - New Horizons Center	3127021916	TECO	221000855306	270.0

BCSD - Northside Elementary	5816971192	TECO	221000876872	7,797.2
BCSD - Oakland Terrace (Cafeteria)	7163938948	TECO	221000875452	702.9
BCSD - Oakland Terrace Elementary School	8952622232	TECO	221000875478	78.4
BCSD - Parker Elementary (Cafeteria)	7373745767	TECO	221000927394	1,363.0
BCSD - Patronis Elementary School	5313965701	TECO	221000900664	848.9
BCSD - Patterson Elementary School	5725036758	TECO	221000899171	2,350.3
BCSD - R L Young Center	5436121284	TECO	221000921876	6,343.3
BCSD - ROSENWALD HIGH SCHOOL	7179824172	TECO	211010248741	345.5
BCSD - Rosenwald Middle School	6340319283	TECO	221000850992	1,746.2
BCSD - RUTHERFORD HIGH SCHOOL	9032652566	TECO	211010249889	3,189.5
BCSD - Rutherford Middle School	5705933102	TECO	221000928616	9,158.2
BCSD - St Andrew School	8432323256	TECO	221000902611	792.7
BCSD - Surfside Middle School	8323525721	TECO	221000916389	2,493.2
BCSD - Tommy Smith Elementary School	5525347630	TECO	221000866766	4,103.3
BCSD - Transportation	7613686132	TECO	221000921827	5,376.2
BCSD - Tyndall Elementary School	8578488470	TECO	221000927931	873.0
BCSD -Deer Point Elementary School	1342956403	TECO	211010311390	12,086.4
BCSD-Cedar Grove Elementary School	7455065728	TECO	221000849622	1,147.0
BCSD-Cedar Grove Elementary School (Bolier Room)	3853648643	TECO	221000849671	4,212.7
Bear Lake Elem Sch	1471717808	TECO	211006898533	1,467.3
Belleview Elementary School	7637981289	TECO	211015280665	483.6
Belleview High School (Athl Dept)	7680507578	TECO	211000235914	189.9
Belleview High School (Kitchen)	9911315513	TECO	211015280731	2,817.4
Belleview High School (Main Bldg)	1099405979	TECO	211008246467	4,547.1
Belleview Middle School (Gym)	2265577560	TECO	211015280368	403.5
Belleview Middle School (Kitchen)	4145678056	TECO	211008247358	3,157.2
BOOKER HIGH SCHOOL-GYM	8220581746	TECO	211012932433	965.6
BROOKSIDE MIDDLE SCHOOL	4743747217	TECO	211014993276	1,735.9
Central FL Reception Center (E) Unit	8866453034	TECO	211004536697	104,113.1
Central FL Reception Center/Main Unit	3194840337	TECO	211004537430	119,004.4
Central FL Reception Center/South	4571658943	TECO	211004535244	16,199.6
Central Florida Reception Center/Barracks SOQ	1597242679	TECO	211004539030	2,156.1
City of Eustis	4582258248	TECO	211002839275	1,311.5
City of Eustis - City Pool	7301646880	TECO	211000809460	27.1

City of Orlando	5584074238	TECO	211011141903	314,247.4
City of Punta Gorda - Annex Gen	5011844980	TECO	211006592391	104.7
Columbia Correctional Institute	5810557923	TECO	211010524034	91,181.1
COMMUNITY CORRECTIONAL INSTITUTE	8072909596	TECO	211009094841	14,809.9
COMMUNITY EDUCATION CTR	9890452040	TECO	211014745866	676.6
COMMUNITY EDUCATION CTR (CAFE)	4316315677	TECO	211014858578	996.9
Crooms High School	8655455049	FPU	3520	1,986.3
Crystal Lake Elementary	5344701001	FPU	249053	88.8
DCPS - ANDREW JACKSON CAFETERIA	6617456160	TECO	211002972001	4,934.5
DCPS - ANDREW ROBINSON SCHOOL #262	6007157411	TECO	211014656758	3,655.7
DCPS - ANNIE MORGAN SCH 21	4709153778	TECO	211001026734	1,831.6
DCPS - ARLINGTON MIDDLE SCHOOL #213	1518284754	TECO	211015205969	2,072.8
DCPS - Bartram Springs Elementary	9112395756	TECO	211002059171	1,167.4
DCPS - BAYVIEW ELEM #84	4750250829	TECO	211014867918	738.5
DCPS - BEAUCLERC ELEMENTARY #230	9723631079	TECO	211004375013	3,828.6
DCPS - BILTMORE ELEM SCHL #78	4007084161	TECO	211004497999	2,421.6
DCPS - BRENTWOOD SCHOOL #15	4929157817	TECO	211002026618	965.3
DCPS - C G WOODSON ELEM 166	4766852627	TECO	211001832446	1,321.5
DCPS - CEDAR HILLS ELEM #97	7026997708	TECO	211008244348	371.0
DCPS - CENTRAL RIVERSIDE ELEMENTARY #18	4612561201	TECO	211014705324	1,624.4
DCPS - CHETS CREEK ELEM SCH #264	4406117868	TECO	211015456737	839.3
DCPS - DARNELL COOKMAN SCH 145	5884662913	TECO	211007773867	820.1
DCPS - DOUGLAS ANDERSON SCH #107	4225864701	TECO	211001834947	1,478.6
DCPS - DUPONT #66A	4289767108	TECO	211002320748	8,368.9
DCPS - DUPONT JR HIGH #66	4595711168	TECO	211009138663	1,536.0
DCPS - Duval Cnty School #245	3663560641	TECO	211003923078	4,116.4
DCPS - Duval Co. Public School #265	1286172553	TECO	211003923664	6,802.1
DCPS - DUVAL COUNTY PUBLIC SCHOOL	9809634232	TECO	211015472551	54.1
DCPS - DUVAL COUNTY SCHL 293	4652387988	TECO	211012889112	37.6
DCPS - DUVAL CTY SCHL BD 3001	7926420654	TECO	211005624567	3,679.1
DCPS - ENGLEWOOD ELEM SCH 87	4806404265	TECO	211004158096	1,026.0
DCPS - ENGLEWOOD SR HI #90	8775937786	TECO	211007914339	2,307.2
DCPS - EUGENE BUTLER SCH 168	4178395642	TECO	211001723082	3,606.0
DCPS - FISHWEIR SCHL CAFET 20	7819012041	TECO	211004824184	1,119.8

DCPS - Fletcher High School #223	3549125361	TECO	211006360328	8,735.0
DCPS - FORREST HIGH SCHOOL #241	4628456981	TECO	211014351285	3,693.3
DCPS - FORREST HILL ELEM #91	4770161056	TECO	211001029050	380.5
DCPS - GEO WASH CARV SCHL 158	4978024690	TECO	211006562816	589.5
DCPS - GRAND PARK SCHOOL 14	7520901672	TECO	211000370984	163.5
DCPS - GREENFIELD ELEM 222	4036541691	TECO	211003327916	1,299.1
DCPS - GREGORY ELEM #243	6084262442	TECO	211008718275	3,019.1
DCPS - HIGHLANDS ELEM #99	5704513648	TECO	211014767720	1,272.1
DCPS - HIGHLANDS JR HIGH #244	4454472002	TECO	211014767407	3,641.6
DCPS - HOGAN SPRING GLEN ELEM #64	4605698641	TECO	211010854605	554.8
DCPS - HYDE GROVE SCH #214	4460521974	TECO	211011352708	0.0
DCPS - HYDE PARK ELEM 77	7394141581	TECO	211001188674	828.6
DCPS - JEFFERSON DAVIS HI 216	4041375363	TECO	211008377627	692.2
DCPS - JOHN E FORD ELEM #154	8679298663	TECO	211013119824	336.1
DCPS - JOHN E FORD ELEM 154	4448884847	TECO	211000212897	2,255.7
DCPS - JOHN LOVE ELEM #73	4068343770	TECO	211000959455	230.9
DCPS - KERNAN MIDDLE SCHOOL #CC279	1264935945	TECO	211001941817	1,072.0
DCPS - KERNAN TRAIL ELEM SCHOOL #W231	2789955484	TECO	211001942427	1,135.0
DCPS - KINGS TRAIL ELEM 203	4722311104	TECO	211002179631	381.5
DCPS - KIRBY SMITH MIDDLE SCHOOL #25	4933173060	TECO	211004315860	6,561.9
DCPS - LAKESHORE JR HIGH #69	4799363413	TECO	211014951035	4,222.4
DCPS - LAKESHORE MIDDLE SCHOOL #69	4655682108	TECO	211015037909	1,285.5
DCPS - LANDON MIDDLE SCHOOL #31	4116525831	TECO	211001172512	11,251.5
DCPS - LAVILLA SCHOOL	7609771875	TECO	211015552444	34.4
DCPS - LONGBRANCH ELEM #106	4594997008	TECO	211005281954	1,213.7
DCPS - Loretto Elem. #30	4536751344	TECO	211002849332	3,677.2
DCPS - LOVE GROVE ELEM #82	4639731337	TECO	211010856311	631.1
DCPS - MATTHEW GILBERT SCH #146	5421949577	TECO	211000806763	1,408.2
DCPS - MATTIE V RUTHERFORD #6	7959642088	TECO	211008167465	124.1
DCPS - MERRILL RD ELEMENTARY #228	5686197740	TECO	211015205456	1,341.2
DCPS - MONCRIEF CTR 124	7063630755	TECO	211001838617	2,761.5
DCPS - MT HERMAN SCHOOL 164	8067472697	TECO	211000379431	658.3
DCPS - Neptune Beach Elem. School	9012776456	TECO	211006299948	3,953.0
DCPS - NORMANDY VILL ELEM 221	5770400439	TECO	211012559020	797.4

DCPS - NORTHSORE K-8	8444606612	TECO	211002092404	1,181.9
DCPS - NORTHSIDE SKILLS CTR #285	8358016056	TECO	211013238962	2,499.1
DCPS - NORTHWESTERN JR 155	5330525166	TECO	211003500751	2,370.5
DCPS - OAK HILL ELEM SCHL 210	8164218236	TECO	211005478451	2,124.1
DCPS - PARKWOOD HEIGHTS ELEMENTARY #208	4050416862	TECO	211015205357	791.8
DCPS - PAXON JR HI CAFE #92	4598456641	TECO	211004664432	1,848.7
DCPS - PAXON SR HI CAFE #75	4940690181	TECO	211004662774	1,840.7
DCPS - PAXON SR HIGH #75	4314605870	TECO	211009379648	7.1
DCPS - PICKETT ELEMENTARY SCHOOL #205	4986250454	TECO	211014804366	567.1
DCPS - PINE ESTATES ELEM #250	4371634177	TECO	211014767571	1,579.8
DCPS - R V DANIELS ELEM 162	7440012515	TECO	211000212293	723.6
DCPS - RAMONA ELEM SCH #79	4816864663	TECO	211012557891	329.6
DCPS - REYNOLDS LANE SCH 202	5303202744	TECO	211002513862	855.0
DCPS - RIBAULT JR HI #212	6758597507	TECO	211001025835	1,564.1
DCPS - RIBAULT SR HIGH #96	5821226776	TECO	211001027583	2,143.5
DCPS - RICHARD L BROWN ELEM #148	5695642400	TECO	211001030371	772.2
DCPS - Robert E Lee High School	3638045396	TECO	211009441125	2,205.2
DCPS - RUTH UPSON ELEM 19	7201650412	TECO	211013383156	637.0
DCPS - S HULL ELEM 169	7494000808	TECO	211001180226	1,114.3
DCPS - S P LIVINGSTON SCH 149	7621610220	TECO	211001724445	603.8
DCPS - SAN MATEO ELEMENTARY #218	4293278097	TECO	211014659901	995.1
DCPS - SCHULZ CENTER	4189872116	TECO	211014698214	500.6
DCPS - SHERWOOD FORREST ELEM #9	6680395107	TECO	211005126092	721.7
DCPS - SKILL CENTER #280	4277274907	TECO	211000234867	1,808.6
DCPS - SOUTHSIDE JR HIGH 211	8917517886	TECO	211003328690	2,487.6
DCPS - SPRING PARK ELEM #72	7010496719	TECO	211012884378	1,558.5
DCPS - STANTON PREPARATORY SCH 153	4992905635	TECO	211001565913	724.2
DCPS - STONEWALL JACKSON 234	8493278898	TECO	211014951332	944.3
DCPS - SUSIE TOLBERT SCH #128	4535569301	TECO	211007925509	627.8
DCPS - TECH HI SCHOOL 67	4694387129	TECO	211005923969	2,080.8
DCPS - TERRY PARKER HIGH SCHOOL#86	4491808128	TECO	211015205779	2,360.7
DCPS - TWIN LAKES ACADEMY ELEM SCHOOL	4175145059	TECO	211015366845	806.0
DCPS - TWIN LAKES MIDDLE SCHOOL	4093084491	TECO	211015303087	3,627.3
DCPS - VENETIA ELEM 68	4967254565	TECO	211001026254	977.7

DCPS - W JOHNSON JR HI #152	6402282403	TECO	211007773164	0.0
DCPS - W RIVERSIDE CAFE 12	4057371826	TECO	211004665702	814.0
DCPS - WEST JAX ELEM #143	4015816622	TECO	211001024762	687.5
DCPS - WINDSOR PARK ELEMENTARY SCHOOL	3006228432	TECO	211004999242	2,281.4
DCPS - WM RAINES SR HIGH 165	5831686314	TECO	211001020802	3,711.6
DCPS - WOLFSON SR HIGH #224	9901557645	TECO	211003834465	4,139.0
DCPS Landmark Middle School #256	1100363451	TECO	211007065025	6,624.8
DCPS Robert E Lee High School (Bldg 1)	4917075286	TECO	211009440234	0.0
DCPS Robert E Lee High School (Field House)	9518841279	TECO	211009440820	545.6
DCPS Robert E Lee High School (Locker Room)	6381614180	TECO	211009440564	0.0
DCPS Robert E Lee High School (Science Bldg )	5147443766	TECO	211007466959	4.1
DD Eisenhower Elementary	9677606404	TECO	211005422657	0.0
DD Eisenhower Elementary School	6772042341	TECO	211005422962	1,182.2
Dept of Corrections	5632145620	TECO	5109556162	17,217.0
DEPT OF FINANCIAL SERVICES FIRE COLLEGE	5201678692	TECO	211005423408	31,814.3
Desoto CI	7777054338	TECO	340136171	14,125.2
DMS/FDLE CRIME LAB/ORLANDO	4372650952	TECO	211015133898	59,357.6
ECKERD COLLEGE	5996646230	TECO	211014562287	197,357.7
EIGHTH STREET SCHOOL	8112359300	TECO	211012958644	1,500.8
Emerald Shores Elementary	9140689014	TECO	211004915990	1,645.8
English Est School	8991366721	TECO	211011677377	575.9
EVERGREEN ELEMENTARY	5467715894	TECO	211015427811	2,132.2
FLA School for the Deaf & Blind	1550658287	TECO	211010986324	350,130.1
FLA SCHOOL FOR THE DEAF AND BLIND	2405718351	TECO	211010350091	11,617.3
Florida Atlantic University	9061468299	FPU	116185	986,071.0
FLORIDA DEPT OF CORRECTIONS	4111804661	TECO	211015043642	37,554.4
Florida Dept of Health	5225597141	TECO	211004348051	35,359.3
Florida Dept of Health - Central Lab	4745420959	TECO	211004347343	85,128.5
Florida Dept of Veterans Affairs	1777837615	TECO	211000695505	97,439.3
Florida Gulf Coast University	8602493297	TECO	211012011360	0.0
FLORIDA STATE COLLEGE AT JACKSONVILLE DWTN CAMPUS	5427888043	TECO	211010836800	35,998.8
FLORIDA STATE COLLEGE AT JAX DOWNTOWN CAMPUS	8621545317	TECO	211010837568	11,683.6
FLORIDA STATE COLLEGE KENT CAMPUS	5202189234	TECO	211000392087	10,867.2
FLORIDA WOMENS RECEPTION CENTER	4606728679	TECO	211010071531	70,826.5



Forest City Elem	2910027314	TECO	211012512292	655.9
Forest High School	6600379852	TECO	211004534890	2,399.2
FSCJ - CRIMINAL JUSTICE	7855884448	TECO	211010837303	1,060.7
FSCJ - HVAC Building	4482760258	TECO	211010838368	-8.2
FSCJ AVIATION CENTER OF EXCELLENCE	4584234373	TECO	211010837840	2,044.4
FSCJ KENT CAMPUS STUDENT SERVICES	4034509319	TECO	211006306636	2,896.1
FSCJ NORTH CAMPUS	6919274327	TECO	211015303244	14,907.9
FSCJ SOUTH	8257711314	TECO	211015583621	101,711.6
FSU-Panama City Admin Bldg	8381900078	TECO	211005490514	142,975.5
FT KING JR HIGH	4658226382	TECO	211015559290	157.4
FT KING JR HIGH SCHOOL	4855472093	TECO	211015221222	1,835.6
Goldsboro Elementary	6153150533	FPU	3515	646.2
GREENWAY ELEMENTARY	7424610668	TECO	211015280590	2,223.3
Gulf Coast Community College (Art)	5996443275	TECO	211008030028	30.5
Hardee Cl	7777336648	CFG	300069011	10,201.1
HCPS - 2441-LINCOLN ELEMENTARY MAGNET	8650131056	CFG	310508	1,539.7
HCPS - Adams Jr High School	3947927222	TECO	211006225430	437.5
HCPS - B T Washington J H	2197368351	TECO	211004764489	4,586.9
HCPS - Ben Hill Middle School	2428318924	TECO	211015559282	2,341.8
HCPS - Carver Center Replacement School	2741890489	TECO	211004850528	640.0
HCPS - G Clevelnd Sch L R	3321179008	TECO	211013348142	1,736.5
HCPS - Middleton High School	1912257221	TECO	211014514981	1.0
HCPS - Mitchell Elementary School	1022693780	TECO	211006440989	762.4
HCPS - Robinson Sr High School	4637886376	TECO	211003581009	583.6
HCPS - Sergeant Paul Smith Middle School	7956848602	TECO	211006876885	1,049.1
HCPS - Tomlin Jr HS Boiler Room	8874778444	CFG	311347	0.0
HCPS - Vanburen Jr High School Science La	8964479872	TECO	211015340113	4.0
HCPS -0521-BRYAN ELEMENTARY	5927479218	CFG	311621	2,255.3
HCPS -0641-BURNEY ELEMENTARY	4916706902	CFG	311462	837.8
HCPS -2362-MONROE MIDDLE	7517294796	TECO	211005356640	0.0
HCPS -2841-MARSHALL MIDDLE	4525008562	CFG	311130	678.4
HCPS -3431-PLANT CITY HIGH	4579662367	CFG	317067	2,270.4
HERNANDO COUNTY COURTHOUSE	9113715466	TECO	211015434650	67,449.0
Highlands Elementary	8487915738	FPU	3433	905.7

Howard Academy	5134298194	TECO	211003121533	67.6
HOWARD MIDDLE SCHOOL	6043278658	TECO	211014827391	2,926.6
HOWELL L WATKINS JR HIGH	6409541243	TECO	211015317806	4,118.9
Indian Trails Middle	5277298423	FPU	194687	2,536.9
Jerry Thomas Elementary	1969789097	TECO	211005421709	1,667.4
Jerry Thomas Elementary (Generator)	9448785083	TECO	211005421923	126.0
Jupiter Elementary	6167698801	TECO	211005963312	2,317.0
Jupiter High School	6608820245	TECO	211001403404	3,800.4
Jupiter Middle School	7182723493	TECO	211005421444	493.0
Keeth Elementary	1135636349	FPU	194690	443.1
Lake Brantley High School (Pool)	5313078303	TECO	211009317671	63,420.2
LAKE CITY COLLEGE-CORRECTION ACAD	4158888611	TECO	211014442365	2,562.7
LAKE CITY SERVICE CENTER (DEPT OF CORRECTION RG2)	5892844972	TECO	211004992072	145.3
Lake Mary Elementary	6077954256	FPU	110813	1,751.4
Lake Mary High School	3977677354	FPU	382712	8,168.9
LARGO WORK CAMP	7860870783	TECO	211010303751	7,900.0
Lassen FDVA Nursing Home	9094715308	TECO	211000695760	114,218.8
Lee County Government, The Core	7382917771	TECO	211015153169	78,651.8
Lee County Justice Center Kitchen	6296747896	TECO	211011713743	79,455.0
Lee County Sheriiff's Office	4445744227	TECO	211011715078	20,626.4
Lyman High School	7000009103	TECO	211006898798	16,848.5
Mandarin HS #260	1268338834	TECO	211002848193	14,247.5
MAPLEWOOD ELEMENTARY	4460117807	TECO	211015280442	2,910.9
Marianna Svc Ctr Wakulla	7714634071	TECO	211015422069	275,270.6
MARION COUNTY SHERIFF DEP	5497278628	TECO	211014827532	1,523.7
MARION CTY SCHOOL BOARD	4159400997	TECO	211015280517	1,192.7
Marion Technical Institute	9568468400	TECO	211012393339	4,438.2
Marsh Pointe Elementary	7677274900	TECO	211002163890	1,116.0
MARTIN COUNTY HIGH SCHOOL	7952484241	TECO	211015132304	2,528.1
Martin County Jail	3160128041	TECO	211012481837	48,393.9
MCSB MAINTENANCE BLDG	9736456163	TECO	211014824810	1,205.5
MCSB Thelma Parker Center	1021366078	TECO	211011089854	738.5
Miami Correctional Center	1708217471	FCG	9777090122	5,827.7
Miami North Community Center	1257514443	FCG	197190122	6,366.7

Milwee jr High	1204689118	TECO	211012788876	2,407.2
OCPS - Aloma Elementary #1401	6817145264	TECO	211013347235	722.8
OCPS - Glenridge Middle School #0571	5211533211	TECO	211013421352	2,351.9
OCPS - Lake Sybelia School #01221	9994759673	TECO	211013347870	420.8
OCPS - Winter Park 9th Grade Ctr. Cafeteria	7328917970	TECO	211013344596	1,484.2
OCPS - Winter Park High #1411	4028012921	TECO	211013347029	20,316.8
Orange County Convention Center	2460534612	TECO	211013636223	173.3
Orange County Fire Dept #533	1669005489	TECO	211013633386	188.5
Orange County Fire Dept #83	4821308443	TECO	211014263126	1,487.1
Orange County Fleet Mgmt	7870346962	TECO	211013680221	4,076.9
Orange County Utilities South WRF	1226463607	TECO	211013633808	73,951.6
Orange County Utilities South WRF Generator	8807045292	TECO	211013635530	-82,142.5
Orange County Work Release - Bldg A	6773428319	TECO	211013634723	3,263.4
OSPNEY FOUNTAINS	4192760816	TECO	211002695669	12,015.6
Palm Beach Gardens Area Elementary dba Howell L Watkins Jr High	2296661870	TECO	211015317715	311.9
Palm Beach Gardens Comm High School	2806658980	TECO	211003514653	7,684.1
Palm Beach Gardens Elementary	1218290460	TECO	211006876125	1,423.2
Panama City Corr CCC #63	1689996220	TECO	211010554460	7,345.1
PHILLIPI SHORES	4603319338	TECO	211015314019	1,094.9
Pine Crest Elementary	6365335869	FPU	3465	1,625.0
Pinecastle Fire Dept #52S	7154444704	TECO	211013633576	347.8
PINELLAS SUNCOAST TRANSIT AUTHOR.	2525925575	TECO	211013220770	10,170.7
Rainbow Elementary School	8148267440	TECO	211015349437	16,598.3
S.F.C.C. DISTRICT BOARD OF TRUSTEE	6623505605	TECO	211012005958	19,502.5
SADDLEWOOD ELEMENTARY	4804371201	TECO	211014855681	1,512.1
Sanford Middle	7244401626	FPU	3509	2,092.4
SARASOTA HIGH SCHOOL	5146533735	TECO	211012932037	17,427.2
SCHOOL BOARD OF PB COUNTY - WATSON B. DUNCAN MIDDLE	7975589182	TECO	211015319265	1,609.3
SCHOOL BOARD OF PBC DWYER	4148428557	TECO	211015318671	4,635.1
SCHOOL BOARD OF PBC TIMBERTRAC	4138468649	TECO	211015317913	2,220.8
Seminole High (Gym)	1305969025	FPU	266298	268.7
Seminole High (Pool)	5147764285	FPU	130407	35,750.2
Seminole High School	5081134430	FPU	3393	3,073.9
SOUTH FLORIDA COMMUNITY COLLEGE	9453290288	TECO	211006480928	2,747.7

South Seminole Middle School	1249732387	TECO	211012704766	8,536.1
Southside Elementary	4568962737	TECO	211004856681	1,271.2
STATE NURSING HOME FOR VETERANS	3964339128	TECO	211000695257	72,365.0
State of Florida - Apalachee Correctional	7771043071	CFG	322676	28,161.5
State of Florida - Avon Park Correctional	7771201829	TECO	211015415147	14,963.6
State of Florida - Baker Correctional	7776608843	TECO	211015458170	19,520.5
State of Florida - Charlotte Correctional	7773116692	TECO	211015558599	8,100.1
State of Florida - Columbia Correctional	7774285098	TECO	211015457941	14,852.7
State of Florida - Florida State Hospital	7772439764	of Chattahoc	FSH	35,552.0
State of Florida - Gulf Correctional	7778628627	oe Natural C	GCI	35,464.0
State of Florida - Holmes Correctional	7778400753	CFG	322673	22,395.4
State of Florida - Lancaster Correctional (Trenton)	7772338243	CFG	322744	14,591.3
State of Florida - Liberty Correctional	7771842264	TECO	211013192060	24,933.4
State of Florida - Lowell Correctional (FL Correctional)	7772185777	TECO	211015163663	25,751.4
State of Florida - Madison Correctional	7776386273	ty of Madisc	Mad Corr	23,328.0
State of Florida - Marion Correctional	7779720767	TECO	211015033072	20,232.3
State of Florida - Mayo Correctional	7774322097	TECO	211015421491	13,148.6
State of Florida - N. Fla. Rece Ctr (Worthington Springs)	7776636038	CFG	322745	55,082.8
State of Florida - NE FL State Hospital	7772837736	TECO	211015458055	56,116.9
State of Florida - Polk Correctional	7775681674	CFG	322820	13,442.1
State of Florida - Raiford	7772177642	' Direct Conr	Rai	65,898.0
State of Florida - Suwannee Correctional	7775965982	CFG	332246	17,919.8
State of Florida - Tomoka Correctional	7774509236	TECO	211006924271	25,113.6
State of Florida - University of West Florida	7777141766	y of Pensacr	UWF	54,073.0
State of Florida - Walton Correctional	7775989658	f Defuniak S	Walt	23,591.6
State of Florida - Washington Correctional	7775636766	CFG	322667	21,488.7
Sterling Park Elementary	9698932204	TECO	211015095717	1,312.2
SUN-N-LAKES ELEMENTARY/H01344	8765476964	TECO	211004543537	1,577.2
Teague Middle School	5048987687	TECO	211015095832	21,263.0
TUTTLE ELEMENTARY	4568387862	TECO	211013529717	1,650.2
UNF Campus Maint Facility B64	7316453999	TECO	211013987592	4,393.9
UNF-Osprey Fountains	4284315613	TECO	211003139667	6,350.6
UNIV OF N FL 34 ARENA	9399775049	TECO	211010960287	914.2
UNIV OF N FL BLDG 26 FIELDHOUSE	1043930941	TECO	211010960493	95.6

UNIV OF N FL BLDG 36 ARENA PLANT	9768111849	TECO	211010960063	2,195.7
UNIV OF N FL BLDG 4	9830045178	TECO	211010961962	0.0
UNIV OF N FL BLDG 5 PHYSICAL PLANT	9085956076	TECO	211010899873	670,842.9
UNIV OF N FL BLDG 50	9666294079	TECO	211010962184	38.5
UNIV OF N FL BLDG 59	4381444219	TECO	211010961756	4,162.0
UNIV OF N FL HOUSING MAINTENANCE BUILDING	9538090812	TECO	211010899642	855.4
UNIV OF N FL OSPREY COMMONS	7729165248	TECO	211010961137	8.2
UNIV OF N FL OSPREY COVE BLDG T	4957274240	TECO	211010962432	3,800.9
UNIV OF N FL OSPREY COVE BLDG U	4381901130	TECO	211010963695	3,516.1
UNIV OF N FL OSPREY COVE BLDG V	8449109225	TECO	211010963943	3,969.8
UNIV OF N FL OSPREY CROSSING BLDG Q	1085905758	TECO	211010963042	3,605.7
UNIV OF N FL OSPREY CROSSING BLDG R	4663980334	TECO	211010585670	3,930.2
UNIV OF N FL OSPREY CROSSING BLDG S	1817264211	TECO	211010963232	4,320.4
UNIV OF N FL OSPREY DINING HALL	5091741308	TECO	211010961327	29,882.6
UNIV OF N FL OSPREY HALL BLDG Z	2375562185	TECO	211010963489	9,801.2
UNIV OF N FL OSPREY LANDING BLDG W	5471002533	TECO	211010962630	7,733.5
UNIV OF N FL OSPREY LANDING BLDG X	6920962058	TECO	211010585472	4,445.5
UNIV OF N FL OSPREY LANDING BLDG Y	7092688487	TECO	211010962853	7,747.8
UNIV OF N FL STUDENT UNION	1110911122	TECO	211010960915	12,306.4
UNIV OF N FL SWIM LOCKER	3612753647	TECO	211010961541	18.8
UNIV OF N FL WELLNESS CENTER	6430520294	TECO	211010960725	1,110.1
UNIVERSITY OF NORTH FL	2818445144	TECO	211003139394	3,940.6
University of North Florida - B17 Osprey Clubhouse	4703231359	TECO	211010964156	1,895.4
Vanguard High School	6174883930	TECO	211014828936	661.3
VETERANS NURSING HOME OF FLORIDA	2820657837	TECO	211000695000	56,197.5
WEST PORT SCHOOL	4344860320	TECO	211014856465	30,387.4
Wilson Elementary	6926128231	FPU	110832	125.2
Winter Springs Elementary	5654293438	FPU	187092	1,773.5
Winter Springs High School	7549888345	FPU	194454	66,107.0
WYOMINA PARK SCHOOL	4204129623	TECO	211015221214	811.0
ZEPHYRHILLS CORRECTIONAL INSTITUTE	4753399503	TECO	211015267613	68,746.1
<b>Grand Total</b>				<b>6,495,206.6</b>



**ADDENDUM NO. 4**

**State of Florida  
 Department of Management Services  
 Invitation to Bid (ITB) No. 19-83101601-T  
 Natural Gas Supply**

**May 14, 2019**

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

This addendum formally changes Attachment E, Responsiveness Requirements. Any added or new language to Attachment E, Responsiveness Requirements is highlighted in **yellow** below.

**Revised Attachment E  
 Responsiveness Requirements**

<b>SOLICITATION SECTION REFERENCE OR ATTACHMENT</b>	<b>RESPONSIVENESS REQUIREMENTS</b>
ITB – Timeline of Events	The Bid was received by the date/time indicated in the Timeline of Events.
Attachment C – Section 5.4	The Bidder is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the <a href="#">PUR1001 form</a> . (Certifying by signature below)
ITB – Section 4.1	The Bidder is in compliance with Section 9 of the <a href="#">PUR1001 form</a> . (Certifying by signature below)
Attachment C – Section 5.5	The Bidder is not on the <a href="#">Scrutinized Companies</a> with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (Certifying by signature below)
Attachment C – Section 5.3	The Bidder certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (Certifying by signature below)
Attachment K	The Bidder will execute the No Offshoring Attachment, at the time of executing the contract and annually thereafter pursuant to the Contract. (Certifying by signature below)
Attachment I	The Bidder will execute the Savings/Price Reductions – PUR7064 Attachment, at the time of executing the contract. (Certifying by signature below)

Attachment A	The Bidder, if awarded the contract, will comply with all the requirements of the Scope of Work. (Certifying by signature below)
	The Bidder has paid all MFMP transaction fees due to the State of Florida through the date of submission of the response. (Certifying by signature below)
Attachment J	The Bidder has provided a Markup Sheet that includes prices for all initial and renewal years. (Certifying by signature below)
Attachment J	The Bidder agrees that it will be found nonresponsive if it submits the Markup Sheet in a format other than Excel. (Certifying by signature below)
<b>ITB</b>	The Bidder certifies it has provided to the Department a written opinion of an attorney at law in accordance with section 6.1 of the ITB (if applicable). (certifying by signature below)

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Responsive Requirements listed above.

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date



**ADDENDUM NO. 5**

**State of Florida  
 Department of Management Services  
 Invitation to Bid (ITB) No. 19-83101601-T  
 Natural Gas Supply**

**May 14, 2019**

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

This addendum formally changes the Timeline of Events. Any added or new language to the Timeline of Events is highlighted in **yellow** below.

**Timeline of Events**

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System](#) (VBS).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

<b>Timeline of Events</b>	<b>Event Time (ET)</b>	<b>Event Date</b>
Solicitation posted on the VBS and in MFMP Sourcing		April 2, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	April 18, 2019
Department's anticipated posting of answers		April 30, 2019
Deadline to submit bid and all required documents in MFMP Sourcing	10:30 A.M.	<b>May 28, 2019</b>
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, Florida 32399-0950	10:31 A.M.	<b>May 28, 2019</b>
Anticipated date to post Notice of Intent to Award		<b>June 11, 2019</b>
Anticipated Contract start date		July 1, 2019





FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**Invitation to Bid ITB No. 19-83101601-T**

**Natural Gas Supply**

**Jason Tuck, Procurement Officer**

**4050 Esplanade Way, Suite 360**

**Tallahassee, FL 32399**

**850-921-9231**

[Jason.tuck@dms.myflorida.com](mailto:Jason.tuck@dms.myflorida.com)

Failure to file a protest within the time prescribed in subsection 120.57(3), Florida Statutes (F.S.), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:  
[http://www.dms.myflorida.com/agency\\_administration/general\\_counsel](http://www.dms.myflorida.com/agency_administration/general_counsel)

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**Timeline of Events**

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Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

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Anticipated date to post Notice of Intent to Award		May 28, 2019
Anticipated Contract start date		July 1, 2019

## **1 INTRODUCTION**

### **1.1 Objective**

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for the purchase and delivery of Natural Gas. The solicitation will be administered using the Vendor Bid System (VBS) and MyFloridaMarketPlace (MFMP) Sourcing. Vendors interested in submitting a Bid must comply with all terms and conditions described in this solicitation.

The current STC for Capacity Management and Acquisition of Natural Gas Supply has an average annual spend of \$7.1 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

The State of Florida has two agreements with Florida Gas Transmission (FGT) for the non-interruptible interstate transfer of gas by reserving capacity (volume of gas) within FGT's pipeline. The agreements, which expire September 30, 2023 (FTS-1), and February 28, 2025 (FTS-2), were established separately because the pipeline construction was completed in two phases. The State of Florida needs are classified as high priority under the agreements so capacity is secure if there is ever a shortage. The natural gas is piped from the FGT pipeline by Local Gas Distribution Companies (LDCs) to facilities and is available in all counties throughout Florida.

The Department intends to make award(s) in accordance with Section 6 of this ITB. The Department reserves the right to award to multiple bidders, statewide or by region, or to make no award. The solicitation will be administered through the VBS and in MFMP Sourcing. Information about submitting a Response can be found in Section 4, How to Respond, of this solicitation. Vendors interested in submitting a Response must comply with all terms and conditions described in this solicitation.

### **1.2 Initial Term**

The initial term of the contract resulting from this solicitation will be for three years.

### **1.3 Renewal Term**

Upon mutual agreement, the Department and a Contractor may renew the contract, in whole or in part, in compliance with subsection 287.057(13), F.S.

## **2 ITB OVERVIEW**

### **2.1 Definitions**

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

**Bidder or Respondent** – A Vendor who submits a response to this ITB.

**Business day** – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

**Commodity** – A product. The terms products and commodities can be used interchangeably throughout this ITB.

**Commodity Code** - The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code for classifying commodities and services.

**Contract** - The written agreement resulting from this ITB.

**Contractor** - The business entity that is awarded a Contract resulting from this ITB. The terms Vendor, Successful Bidder or Awarded Vendor may be used interchangeably throughout this ITB.

**Customer** – An ordering entity including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code.

**Department** - The Florida Department of Management Services.

**Eligible User (EU)** – A governmental entity defined in Rule 60A-1.001, Florida Administrative Code.

**Purchase** – A transaction that results in the Customer obtaining ownership of a commodity.

**Responsible vendor** – A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Subsection 287.012(25), F.S.)

**Responsive bid** - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Subsection 287.012(26), F.S.)

**Responsive vendor** – A vendor that has submitted a bid that conforms in all material respects to the solicitation. (Subsection 287.012(27), F.S.)

**State** - The State of Florida.

**State Term Contract (STC)** – A term contract that is competitively procured by the Department pursuant to section 287.057, F.S., and that is used by agencies and Eligible Users pursuant to section 287.056, F.S.

**United Nations Standard Products and Services Code (UNSPSC)** – A commodity code list used by the State.

**Vendor Bid System (VBS)** – The State of Florida's bidding system. (Subparagraph 287.042(3)(b)(2), F.S.)

**Vendor** - An entity that is in the business of providing commodities similar to those within the solicitation.

## **2.2 Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

The Procurement Officer for this ITB is:

Jason Tuck, Associate Category Manager

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 921-9231

Email: [jason.tuck@dms.myflorida.com](mailto:jason.tuck@dms.myflorida.com)

\*\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\*\*

## **2.3 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)**

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact 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.

## **2.4 Must, Shall, Will, and Is Required**

Although this solicitation uses terms such as “must,” “shall,” “will,” and “is required,” and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation. The words “should” or “may” in this solicitation indicate desirable attributes or conditions but are permissive in nature.

## **2.5 Registration with the Florida Department of State**

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Department of State prior to contract execution. **NOTE:** Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: [www.sunbiz.org](http://www.sunbiz.org).

## **2.6 Florida Substitute Form W-9**

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

## **2.7 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please

contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

## **2.8 Lobbying Disclosure**

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

## **2.9 Order of Precedence for Solicitation**

In the event of a conflict, the conflict will be resolved in the following order of precedence (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Attachment A: Scope of Work
- c) Attachment C: Special Contract Conditions
- d) This ITB and other attachments

## **3 ITB PROCESS**

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and posts the ITB in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Bids must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has verified the bids, the Department will post an agency decision in accordance with the Basis of Award section on the VBS.

### **3.1 False or Erroneous Information**

The Department will evaluate responses from Responsive and Responsible Vendors. A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract. If the Respondent's response is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

### **3.2 Commitment to Diversity in Government Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).



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

### **3.3 Question Submission**

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers 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 Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in 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 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period. Questions will not constitute formal protest of the specifications of this solicitation. Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

### **3.4 Addenda to the ITB**

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

### **3.5 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

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

intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

### **3.6 Public Opening**

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to subparagraph 119.071(1)(b), F.S.

### **3.7 Electronic Posting of Notice of Intended Award**

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

### **3.8 Protest of Notice of Intended Decision**

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in subsection 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings.

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

### **3.9 Firm Response**

The Department intends to award a contract within 60 days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within 60 days, all bid responses shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### **3.10 Modification or Withdrawal of Bid**

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

### **3.11 Cost of Response Preparation and Independent Preparation**

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

### **3.12 Contract Formation**

The Department may issue a Notice of Intended Award to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

## **4 HOW TO BID ON THE ITB**

This section contains instructions to Bidders on how to submit a bid.

### **4.1 General Instructions**

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between Attachment D – Special Instructions and these General Instructions to Bidders, the Attachment D, Special Instructions shall prevail.

**The following section of the PUR 1001 (General Instructions) is modified as follows:**

9. In submitting a response, each respondent understands, represents, and acknowledges the following.

\* 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 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

\* Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

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

\* The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

\* The respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

\* Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

\* The product offered by the Respondent will conform to the specifications without exception.

\* The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

\* If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

\* The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

\* The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

\* All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

## 4.2 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all requirements specified in this solicitation.

Respondents must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on their behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

Submit all required attachments and documentation in MFMP Sourcing in accordance with the applicable instructions. Failure to submit all of the required attachments and documentation in MFMP Sourcing may result in a determination of Bidder non-responsiveness. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

**Example:**

JohnDoeLLC\_Attachment\_E.pdf

JohnDoeLLC\_AttachmentJMarkupSheet.xlsx (Excel)

## 5 PRIOR TO AWARD

### 5.1 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be

rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

### **5.2 Minor Irregularities/Right to Reject**

The Department 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 Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

### **5.3 Redacted Submissions**

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

### **5.4 Additional Information**

By submitting a bid, Bidder certifies that it agrees to and satisfies all requirements specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

### **5.5 Bid Disqualification**

Bids that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information, documents or materials may be rejected as non-

responsive. Bids that contain provisions that are contrary to the requirements of the solicitation are not permitted. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

## **6 BASIS OF AWARD**

The contract shall be awarded to the responsible and responsive Bidder(s) with the lowest Calculated Firm Markup. The Bidder's Calculated Firm Markup is calculated on Attachment J (Markup Sheet) using the following formula:

$$((I^1 + I^2) \times 0.6) + ((R^1 + R^2) \times 0.4) = Z$$

Where:

$I^1$  = Initial Contract Term FTS-1 Firm Markup per DTH

$I^2$  = Initial Contract Term FTS-2 Firm Markup per DTH

$R^1$  = Renewal Contract Term FTS-1 Firm Markup per DTH

$R^2$  = Renewal Contract Term FTS-2 Firm Markup per DTH

Z = Calculated Firm Markup

### **6.1 Preference to Florida Businesses**

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

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

## **7 ITB ATTACHMENTS**

Attachment A Scope of Work  
Attachment B Draft Contract  
Attachment C Special Contract Conditions  
Attachment D Special Instructions for Bidders  
Attachment E Responsiveness Requirements  
Attachment F Vendor Information Form  
Attachment G Certification of Drug-Free Workplace  
Attachment H Quarterly Sales Report  
Attachment I Savings/Price Reductions  
Attachment J Markup Sheet  
Attachment K No Offshoring

### **Required Documents to be submitted by vendor prior to ITB opening**

Attachment E Responsiveness Requirements  
Attachment G Certification of Drug-Free Workplace, if applicable  
Attachment J Markup Sheet  
A written opinion of an attorney at law, as described in Section 6.1, if applicable