

# F S T E D

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Florida Seaport Transportation and  
Economic Development Council

**Wednesday, March 26, 2025**  
**1:30 p.m. EST**

**Hotel Indigo Tallahassee**



Florida Seaport Transportation and  
Economic Development Council

**AGENDA**

Hotel Indigo Tallahassee, FL  
Wednesday, March 26, 2025  
1:30 p.m. EST

1. Call to Order, Chairman's Welcome and Opening Comments
2. Roll Call
3. Administrative Issues
  - a. Approval of the August 28, 2024, Annual Meeting Summary
  - b. Report on Seaport Environmental Management Committee (SEMC) Meeting
4. Agency Reports
  - a. FloridaCommerce
  - b. Florida Department of Transportation
5. Reports and Studies
  - a. Seaport Mission Plan
6. Contracts
  - a. PIERS
  - b. Seaport Mission Plan
7. Legislative Discussion
8. Program Funding
  - a. Discussion and Review of Seaport Funding Spend Downs
  - b. Federal Funding Opportunities
9. New Business
10. Adjournment

**Time Certain: 3:00 p.m. Strategic Port Investment Initiative (SPII) – Lauren Rand, Manager of the Seaport Office at the Florida Department of Transportation (FDOT)**

## **TAB 1**

**Call to Order, Chairman's Welcome and  
Opening Comments**

**TAB 2**  
**Roll Call**

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## Florida Seaport Transportation and Economic Development Council

### Roll Call

Wednesday, March 26, 2025

Representative	Organization	Designee
John Murray	Port Canaveral	
Steve Baham	Port Citrus	
Joesph Morris	Port Everglades	
Scott Moore	Port Fernandina	
Joshua Revord	Port of Fort Pierce	
Eric Green (Vice Chair)	Jacksonville Port Authority	Nick Primrose
Steven McAlearney	Port of Key West	<i>Excused</i>
Carlos Buqueras	SeaPort Manatee	
Hydi Webb	PortMiami	
Michael Meekins	Port of Palm Beach	
Alex King (Chair)	Panama City Port Authority	
Thomas Coggin	Port of Pensacola	
Guerry Magidson	Port of Port St. Joe	<i>Excused</i>
Sam Sullivan	Port Putnam	
David Wirth	Port St. Petersburg	
Paul Anderson	Tampa Port Authority	
Secretary J. Alex Kelly	FloridaCommerce	Jason Mahon
Secretary Jared Perdue	Florida Department of Transportation	

January 2, 2025

Carlos Buqueras, Chairman  
Florida Ports Council  
502 East Jefferson Street  
Tallahassee, Florida, 32301

Re: Designation of Florida Seaport Transportation and Economic Development Council Member

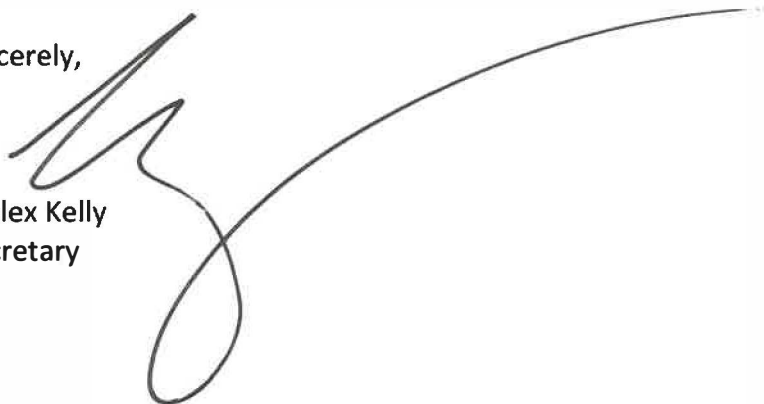
Dear Chairman Buqueras,

Section 311.09(1), Florida Statutes, provides that the Secretary of the Florida Department of Commerce, or a designee, serves as a member on the Florida Seaport Transportation and Economic Development Council. I am hereby designating Jason Mahon, Deputy Secretary of the Division of Economic Development, to serve in my place as a member on the Council, replacing the previous designee from the Florida Department of Commerce, effective January 3, 2025.

If you have any questions concerning this matter, please contact me at (850) 245-7298.

Sincerely,

J. Alex Kelly  
Secretary

A large, stylized handwritten signature in black ink, likely belonging to J. Alex Kelly, is written over the typed name and title.

**TAB 3**  
**Administrative Issues**

**TAB 3a**  
**Approval of the August 28, 2024, Annual**  
**Meeting Summary**



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## Florida Seaport Transportation and Economic Development Council

### ANNUAL MEETING SUMMARY

#### FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT COUNCIL

August 28, 2024

Hilton Garden Inn, Pensacola, FL

**1. Call to Order, Chairman's Welcome and Opening Comments:** The annual meeting of the Florida Seaport Transportation and Economic Development (FSTED) Council was held on August 28, 2024, in Pensacola, Florida. Port Panama City Port Director, and FSTED Chairman, Alex King called the meeting to order at 1:30 p.m. CST.

**2. Roll Call:** Emily Fisher called the roll. A quorum was present. The members and others present were:

**Port Canaveral:** Captain John Murray  
**Port Citrus:** Steven Baham  
**Port Everglades:** David Anderton on behalf of Joesph Morris  
**Port of Fernandina:** *Excused*  
**Port of Fort Pierce:** Joshua Revord  
**JAXPORT:** Nick Primrose on behalf of Eric Green  
**Port of Key West:** *Excused*  
**SeaPort Manatee:** Carlos Buqueras  
**PortMiami:** Hydi Webb  
**Port of Palm Beach:** Michael Meekins

Diane Luensmann, Port Canaveral  
Jeff Long, Port Canaveral  
Peter Bergeron, Port Canaveral  
Bob Musser, Port Canaveral  
Joey Greive, JAXPORT  
David St. Pierre, SeaPort Manatee  
Becky Hope, PortMiami  
Debra Owens, PortMiami  
Fred Wong, PortMiami  
Damien Bressler, Port Panama City  
Thomas Coggin, Port of Pensacola  
Laura Lenhart, Port Tampa Bay  
Ryan Fierst, Port Tampa Bay  
Ram Kancharla, Port Tampa Bay  
Lauren Rand, FDOT  
Charles Castagna, FDOT  
Jerry Scott, FDOT  
Ava Dillard, FloridaCommerce

**Port Panama City:** Alex King, Chair  
**Port of Pensacola:** Clark Merritt  
**Port of Port St. Joe:** *Excused*  
**Port Putnam:** Sam Sullivan  
**Port of St. Petersburg:** *Excused*  
**Port Tampa Bay:** Michael Poole, on behalf of Paul Anderson  
**Florida Department of Transportation (FDOT):** Secretary Jared Perdue  
**FloridaCommerce:** Maureen Smith on behalf of Secretary J. Alex Kelly

Representative Kimberly Berfield  
Mike Rubin, Florida Ports Council  
Emily Fisher, Florida Ports Council  
Christy Gandy, Florida Ports Council  
Edie Ousley, Yellow Finch Strategies  
Branden Villanova, MARAD – USDOT  
Gretchen Winters, Florida Harbor Pilots  
Matt Meilstrup, Pensacola Harbor Pilot  
Janet Walsh, Propeller Club  
Chris Dudley, The Southern Group  
Jimmy McDonald, HNTB  
Madeline Jones, HNTB  
Chris Martin, Burns & McDonnell  
Scott Chewning, Burns & McDonnell  
Jeff Littlejohn, Adams & Reese  
Rod Coddington, Aptim  
Katy Salamati, Marcmann Solutions  
Dana Reeves, Court Reporter

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## Florida Seaport Transportation and Economic Development Council

3. **Administrative Issues:** Chairman King moved onto discussion of administrative issues.
  - a. **Approval of the January 31, 2024, Legislative Meeting Summary:** Chairman King requested a motion for the approval of the January 31, 2024, FSTED legislative meeting minutes. A motion was made by Carlos Buqueras, seconded by Sam Sullivan, and passed unanimously.
  - b. **Report on Seaport Environmental Management Committee Meeting:** Chairman King recognized Joshua Revord, Port Director of the Port of Fort Pierce and Chair of the Seaport Environmental Management Committee (SEMC). Revord reported on the highlights from the earlier committee meeting that included stormwater rulemaking, NEPA regulations, and environmental agency updates. Revord mentioned Florida Ocean Alliance's upcoming meetings. Revord also stated there were discussions on whale protection regulations and their potential impact on port operations.
  - c. **Report on FSTED Security Committee:** Chairman King recognized Peter Bergeron, Senior Director of Public Safety & Security at Port Canaveral and Chair of the FSTED Security Committee. Bergeron reported on the highlights from the earlier committee meeting which included their major concerns discussion on security staffing shortages and ILA contract negotiations. Bergeron also said the \$1 million in security grants were unanimously approved for distribution to JAXPORT, Putnam, Panama City, Pensacola, Everglades, Miami, and Tampa.
  - d. **Report on Florida Ports Financing Commission (FPFC) Meeting:** Chairman King recognized Emily Fisher, Vice President of Programs & Government Relations at the Florida Ports Council to provide an update. Fisher reported that the FY 2023 FPFC audit has been completed, and they were starting on the FY 2024 audit soon.
4. **Agency Reports:** Chairman King transitioned to agency reports.
  - a. **FloridaCommerce:** FloridaCommerce: Chairman King recognized Maureen Smith, Chief of Business Development at the Florida Department of Commerce to provide a brief update on behalf of Secretary J. Alex Kelly. Smith detailed that Secretary Kelly visited four major Florida ports this year: Miami, JAXPORT, Tampa Bay, and St. Joe. She stated the importance of continuing support of our seaports and our entire state through priorities such as infrastructure investments, workforce education investments, overall financial readiness, and a low cost of doing business. Smith also advised that FloridaCommerce will continue to explore the Supply Chain Innovation Grant concept adopted into law last year.
  - b. **Florida Department of Transportation (FDOT):** Chairman King recognized Secretary Jared Perdue to provide a brief update from the Florida Department of Transportation. Secretary Perdue detailed that FDOT's total budget for 2024 is \$15.5 billion, with a historic \$110 million investment in seaport infrastructure. Secretary Perdue detailed that FDOT has the largest work program in state history (\$65.8 Billion), with \$14.5 billion allocated for infrastructure projects. He stated that seaport investments are critical to maintaining Florida's position as a global logistics leader and that strong partnerships with federal and state agencies ensure efficient project execution. FDOT hopes to secure funding to launch the new Supply Chain Innovation Grant Program initiative aimed at improving supply chain efficiency. Next, Lauren Rand, State Seaport Manager, gave an update that included; the

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Seaport Waterway System Plan, to elevate Florida's seaport planning efforts to a national scale; SeaHUB, the new grant application platform that will launch in May 2025; Port Security, ports are working with FDOT, FDLE, and federal partners to improve security coordination; and key state funding programs for seaports that include the \$20M annual Aggregate Program and the ILC Infrastructure Support Program which is \$15M annually for roads, rail, and intermodal projects supporting seaports.

5. **Reports and Studies:** Chairman King turned the discussion to reports and studies.
  - a. **2024 Seaport Mission Plan:** Chairman King recognized Emily Fisher to give an update on the 2024 Seaport Mission Plan. Fisher reminded all port staff to submit their data on time for the annual February 1<sup>st</sup> deadline. She advised that data collection for the next Seaport Mission Plan will begin October 1.
  - b. **Statewide Economic Impact Analysis:** Chairman King recognized Lauren Rand to provide the update regarding the statewide EIA. Rand stated that FDOT was finalizing the analysis with a September 30 completion target.
6. **Contracts:** Chairman King moved onto the upcoming contract renewal discussion. Chairman King recognized Lauren Rand to give an information and update regarding both contracts.
  - a. **PIERS:** Rand gave background on current PIERS contract which expires on June 30, 2025. Rand explained two possible procurement paths: Single-Source Procurement (Preferred) or a Request for Proposals (RFP). Rand explained for Single-Source, FDOT would submit single-source procurement paperwork to MyFloridaMarketPlace (MFMP), advertise for 15 days (plus 3 additional days) to allow any challenge, and if uncontested, would execute a 5-year contract renewal. Rand explained the RFP process would begin with open bidding for alternative providers. Chairman King opened the floor for discussion on PIERS. After discussion on reliability and cost, a motion was made to approve moving forward with a single-source procurement for a 5-year contract renewal, not to exceed \$250,000 per year and if costs exceed \$250,000, FDOT will renegotiate & report back. The motion was made by David Anderton, seconded by Michael Meekins and passed unanimously.
  - b. **Seaport Mission Plan:** Rand detailed that the Seaport Mission Plan is an annual five-year strategic plan that provides key performance data on all Florida seaports and supports funding justifications for state and federal grants. She stated the current contract is held by B&A Consulting, expiring June 30, 2025. Rand explained two possible procurement paths: to use FDOT's Pre-Approved Vendor Pool (Preferred) or issue a new RFP. Rand explained that FDOT already has a continuing services contract with qualified consulting firms that include B&A Consulting (current vendor), HNTB, and John Martin Associates. This option is faster with pre-approved vendors and maintains continuity. Rand explained the second option or RFP would require a selection committee and full procurement cycle. FDOT recommended against this approach due to time constraints. Chairman King opened the floor for discussion. After debate and considerations the council requested to review FDOT's pre-approved vendor list before selecting a consultant and bring these considerations back to the board for final decision to be made at the next meeting (March 26, 2025).
7. **Legislative Report:** Chairman King recognized Mike Rubin, President and CEO, of the Florida Ports Council, to provide the council with a look back on Session 2024 and forecast in 2025. Rubin highlighted that new special district reporting requirements do not impose additional burdens on Florida's seaports, as the

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Seaport Mission Plan already fulfills compliance needs. He emphasized the rising costs of infrastructure projects, with inflation increasing expenses by 30-50%, making additional funding critical. Rubin detailed the Supply Chain Innovation Grant Program remains unfunded, but efforts will continue in 2025 to secure resources for port expansion, intermodal logistics, and resilience projects. Additionally, FDLE is exploring new security measures, including enhanced geofencing laws for drones and cybersecurity initiatives, following recent incidents that exposed vulnerabilities in public infrastructure. Rubin advanced as we look to 2025, securing additional funding for seaports will be a major priority, especially as construction costs continue to rise. Rubin urged ports to document cost increases to support funding requests and actively participate in both state and federal grant opportunities. He mentioned at the federal level, congressional negotiations on port infrastructure funding remain uncertain, but Florida's ports should stay proactive in applying for available grants. The Florida Ports Council will continue to provide legislative updates and advocacy support to help seaports navigate these evolving challenges.

**8. Program Funding:** Chairman King moved onto the program funding discussion.

- a. **Discussion and Review of Seaport Funding Spend Downs:** Chairman King addressed the council and opened the floor for a roundtable discussion. Chairman King advised that the goal is to ensure that state funding is being effectively used and identify any potential delays or reallocations needed. Each port provided a status update on their ongoing projects and fund utilization.
- b. **Approval of FSTED Program Fund Reallocations:** Several ports requested fund reallocations to better align existing funding with current project needs. Chairman King recognized the following ports: Port of Fort Pierce, Port of Palm Beach, Port of Key West, and Port Canaveral to go through their reallocation requests.
  - **Port Fort Pierce:** - Reallocating the consolidated total of \$558,961.97 from Contract No. G1804 Rehabilitation of South Dock Initiative and Contract No. G1W17 Terminal Improvements Initiative to existing Contract No. G2S29 Terminal Paving Improvements
  - **Port Palm Beach:** - Reallocating \$1,300,000 from existing Contract No. G2476 Warehouse 13 Replacement to the Ports federal PIDP project. Also, reallocating \$2,219,474 from existing Contract No. G1560 Multi-Ship Passenger Loading Bridge to two separate projects:
    - \$1,200,000 to paving of the "Mullins Property"
    - \$1,019,474 to refurbish/replace escalator in cruise terminal
  - **Port Key West:** - Reallocating \$1,766,667 from existing Contract No. G1767 Port of Key West Mallory T-Pier Expansion to PortMiami for a new project (PTGA) on Cruise Terminals, specifically shore power.
  - **Port Canaveral:** - Reallocating \$61,000 from FSTED security project, Contract No. G2H16 Video Management System Addition to a new project, Public Safety and Security Truck

After discussion, Chairman King requested a motion for the approval of all four program fund reallocations. A motion was made by Carlos Buqueras, seconded by Captain John Murray, and passed unanimously.

- c. **Agency Reports on Consistency Review of FY 25/26 FSTED Project Applications:** Chairman King stated there were 62 total projects put through the SeaCIP project application database (three being security); FPC, FDOT and FloridaCommere found these projects to be consistent with F.S. 311.07. Chairman King requested a motion for the approval of all consistent FSTED project applications in the 2025/2026 application cycle. A motion was made by Carlos Buqueras, seconded by Clark Merritt, and

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passed unanimously.

- d. **Recommendations and Approval of FY 25/26 Program Allocations:** Chairman King recognized Emily Fisher to discuss the 2025/2026 FSTED program allocations. The FSTED Program Allocation Recommendations were as follows:

**Port Canaveral** - \$3,200,000 FSTED allocation for Maintenance Dredging.

**Port Everglades** - \$3,200,000 FSTED allocation for New Public Works Facility Building

**Fernandina** - \$151,314 FSTED allocation for New required USCBP facility on Port

**Port Pierce** - \$75,000 FSTED allocation for Port Master Plan Update

\$300,000 FSTED allocation for Regional Stormwater Design

**JAXPORT** - \$2,000,000 FSTED allocation for Blount Island Marine Ro/Ro Gate Complex & Roadway

\$1,200,000 FSTED allocation for [Berth 20] Blount Island Marine Terminal Waterside

**SeaPort Manatee** - \$3,000,000 FSTED allocation for Intermodal Cargo Yard Improvements - Phase 3

**PortMiami** - \$3,200,000 FSTED allocation for Cruise Terminal Improvements.

**Port of Panama City** - \$3,000,000 FSTED allocation for East Terminal Turning Basin and Access Channel Improvements

**Port Pensacola** - \$1,625,000 FSTED allocation for Maritime High-Performance Center of Excellence Dock Complex

\$52,329 FSTED allocation for NE Quadrant Site Preparation & Development

**Port Putnam** - \$600,000 FSTED allocation for Bulkhead and Docking Area Construction

**Port Tampa Bay** - \$3,000,000 FSTED allocation for PTB Navigational Improvements 25-26

\$200,000 FSTED allocation PTB Harbor Deepening PED Only 25-26

Chairman King requested a motion for the approval of the FY 2025/2026 FSTED Program Allocation recommendations. A motion was made by Hydi Webb, seconded by Sam Sullivan, and passed unanimously.

- e. **Recommendations and Approval of FY 24/25 FSTED Security Grant Allocations:** Chairman King recognized Peter Bergeron, Chair of the FSTED Security Committee, to discuss the security projects for 24/25. Bergeron said that all security projects were 100% funded under the \$1 million annual allocation. Chairman King requested a motion for the approval of the FSTED Security Grant Allocation recommendations made for FY 2024/2025. A motion was made by Sam Sullivan, seconded by Carlos Buqueras, and passed unanimously.
- f. **Federal Funding Opportunities:** Chairman King recognized Mike Rubin to give a federal funding update. Rubin detailed that congress is reviewing new port infrastructure funding, but election-year uncertainty could cause delays. NOFOs (Notices of Funding Opportunity) for MARAD grants will be circulated once available. Florida Ports Council is tracking new funding opportunities and will provide updates.
- g. **State Funding Opportunities:** Chairman King recognized the agency partners to give a state funding update. FDOT announced that JAXPORT received \$2.6M for rail improvements and Port Tampa Bay received \$6.2M for berth expansion from the Aggregate Program. FDOT mentioned the ILC Infrastructure Support Program (\$15M annually) that supports port-related road, rail, and intermodal facility improvements, which was recently reactivated after two years of dormancy.



Florida Seaport Transportation and  
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FloridaCommerce announced that 37.8M remains available in the Florida Job Growth Grant Fund.

**9. New Business:** No new business was discussed.

**10. Adjournment:** Chairman King adjourned the meeting at 3:45 p.m. ET.

**TAB 3b**  
**Report on Seaport Environmental  
Management Committee (SEMC) Meeting**



Florida Seaport Transportation and  
Economic Development Council

**Seaport Environmental Management Committee  
AGENDA**

**Wednesday, March 26, 2025  
9:00 a.m. – 12:00 p.m.  
Cypress Room  
Hotel Indigo, Tallahassee, FL**

1. Call to Order, Welcome
2. Roll Call
3. Approval of the August 28, 2024, SEMC Meeting Minutes
4. Florida Ports Council Update
5. Agency Updates
  - a. Florida Department of Environmental Protection (FDEP)
  - b. Florida Department of Transportation (FDOT)
  - c. FloridaCommerce
  - d. U.S. Army Corps of Engineers - Civil Works and Regulatory Divisions
  - e. Florida Inland Navigation District (FIND)
  - f. Florida Fish & Wildlife Conservation Commission (FWC)
6. Partner Updates
  - a. AAPA
  - b. Florida Ocean Alliance
  - c. Florida Recycling Partnership
7. Guest Speaker – Dr. Bill Precht  
“Ten Years Later: The Port Miami Deep Dredge Project Reveals Valuable Lessons Learned to Help Guide Future Projects”
8. Open Discussion
  - a. Rice’s Whale and Right Whale Speed Rule Update
  - b. FDEP Stormwater Rule
  - c. Federal Updates (WOTUS, NEPA, etc.)
  - d. Other Issues
9. Adjourn



**TAB 4**  
**Agency Reports**

**TAB 4a**  
**FloridaCommerce**

**TAB 4b**  
**Florida Department of Transportation**

**TAB 5**  
**Reports & Studies**

**TAB 5a**  
**Seaport Mission Plan**

2025 | 2029

# SEAPORT MISSION PLAN

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## FLORIDA PORTS

# EMBRACING GLOBAL TRADE'S DYNAMIC EVOLUTION



FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT COUNCIL  
[FLAPORTS.ORG](http://FLAPORTS.ORG)

**TAB 6**  
**Contracts**

**TAB 6a**  
**PIERS**





Florida Seaport Transportation and  
Economic Development Council

BY THIS AGREEMENT, made and entered into on July 1, 2020 by and between the Florida Seaport Transportation & Economic Development Council, hereinafter called the "Council" and IHS Markit, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. The Council does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit A and B attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. The Council may create reports, data, and presentations (collectively "Work") using information from the Products licensed under this Agreement, provided such Work is for the Council's internal use only. The Council shall become the custodian of this Work in accordance with Chapter 119, Florida Statutes. The Council shall have the right to visit the site for access to the products of the Vendor at any time. This section will operate so as to not vest the Council in the proprietary rights of the Product.
- D. If applicable, all final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Council of Business and Professional Regulation, and guidelines published by the Council, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

2. TERM

- A. TERM. The term of this Agreement shall commence on July 1, 2020 and end on June 30, 2025 ("Term"). In accordance with Exhibit A, fees shall be charged on a yearly basis each

fiscal year ("FY"), and each FY shall begin on July 1 and end on June 30 (e.g. "FY 2020/2021" shall mean July 1, 2020 through June 30, 2021; "FY 2021/2022" shall refer to July 1, 2021 through June 30, 2022; and so on). Each FY, the Council shall have the right to terminate this Agreement by providing written notice to Vendor of its intent to terminate at least thirty (30) days before October 1 of that FY. If the Council terminates the Agreement during a given FY, the Council shall owe a prorated portion of the FY fees owed, calculated from July 1 through October 1 of that FY. For avoidance of doubt, termination of the Agreement during any FY shall not relieve the Council of any obligations for prior FYs under this Agreement. If the Council fails to provide written notice of termination each FY in accordance with this section, the Agreement shall continue in its entirety for that FY, and all fees shall be owed for that FY in accordance with Exhibit A. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- ☒ Services shall commence July 1, 2020 and shall be completed by June 30, 2025 or date of termination, if applicable, whichever occurs first.
- ☐ Services shall commence upon written notice from the Council's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

B. RENEWALS. (Select appropriate box):

- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed five (5) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Council, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Council may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule, if applicable, within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Council which identifies the reason(s) for the delay and the amount of time related to each reason. The Council shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the State of Florida to perform the service.
- (2) Upon request from the Council custodian of public records, provide the Council 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, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Council.
- (4) Upon completion of the Agreement, transfer, upon written request, at no cost, to the Council, all public records in possession of the Vendor or keep and maintain public records required by the Council to perform the service. If the Vendor transfers all public records to the Council upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council. Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Council. The foregoing provisions shall only apply to the extent that they are expressly required by Florida law.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Council's Contract Manager and securing prior written consent.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Council of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
  - (1) If the Council has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Council of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Council and who is licensed by the Council of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Council of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Council of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with a public entity, and may not transact business with any public entity.
- H. The Council shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

4. TERMINATION AND DEFAULT

- A. If the Council requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Council shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- B. If the Agreement is terminated before performance is completed, the Vendor shall 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 agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Council and shall be turned over promptly by the Vendor.
- C. A Vendor is ineligible to enter into a contract with the Council for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Council determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Council shall either terminate the Contract after it has given the Vendor notice and

an opportunity to demonstrate the Council's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

5. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Council, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Council.

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

6. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Council and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Council or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Council or the State. The Council shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement, including Exhibit A & B, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Notwithstanding the foregoing, the terms in Exhibit B shall take precedence and supersede any inconsistent or conflicting provision related to the Council's use of the Vendor's product(s).
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and

the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

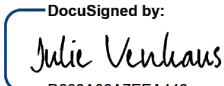
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Council and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Council upon the Council filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Council of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Council may grant the Vendor's employees or Sub-Vendors access to the Council's secure networks as part of the project. In the event such employees' or Sub-Vendors' participation in the project is terminated or will be terminated, the Vendor shall notify the Council's project manager no later than the employees' or Sub-Vendors' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or sub-Vendors' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
  - (1) shall utilize the U.S. Council of Homeland Security's E-Verify system to verify the employment eligibility of all new U.S. employees hired by the Vendor/Contractor during the term of the contract; and
  - (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Council of Homeland Security's E-Verify system to verify the employment eligibility of all new U.S. employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

IHS Markit

STATE OF FLORIDA

Name of Vendor

BY:  \_\_\_\_\_  
Authorized Signature  
Julie Venhaus  
(Print/Type)

BY:  \_\_\_\_\_  
Authorized Signature  
Amy Miller  
(Print/Type)

Title: Exec. Dir. Global OM & Delivery \_\_\_\_\_

Title: FSTED, Chair \_\_\_\_\_

August 18, 2020



## Exhibit A

### Objective

The Florida Seaport Transportation and Economic Development Council (hereinafter referred to as “Council”) will contract with IHS Markit for the purchase of transportation statistics trade data services to the Council and Florida seaports.

Chapter 311, Florida Statutes authorizes the Council to purchase trade data information on waterborne imports and exports to provide Florida’s seaports with necessary information and data to accomplish their statutory mission; enhance the growth of international trade and jobs; and develop and define seaport development/financing plans.

Pursuant to Section 311.07, Florida Statutes, the Council invited qualified parties to submit for consideration a proposal and statement of qualifications and experience to provide transportation statistics trade data services to the Council and Florida seaports.

### Deliverables

IHS Markit will provide the following services and information content via an online platform referred to as PIERS. The PIERS Enterprise platform is an advanced data and business portal for enterprise organizations for trade intelligence.

- User Training and Help Services: IHS Markit will provide resources available for a product demonstration at any time requested by the Council. A Global Council Care support will be available 24/6 and a dedicated SME assigned to the Council account to assist with system access issues or any other generic help services.
- Mobile Integration: Online platform is fully accessible via mobile device or iPad. System is also accessible via Chrome, Firefox, Edge, and Internet Explorer.
- Web-based Access Information: Data can be extracted through a “data query tool” interface. Council members will have access to provide web-based access and services to waterborne trade data and services for the members of the Council – Florida’s fifteen (15) public seaports, the Florida Department of Transportation, the Florida Department of Economic Opportunity, and the administrator of the Council.
  - At a minimum, the database should provide comprehensive statistics on global cargo movements transiting seaports in the U.S., Latin America, and Asia.
  - At a minimum, the database should provide specific import and export data that contains details including commodity descriptions, manifest descriptions, name of origin company and foreign company, country of origin, port of entry, shipment weight and date of arrival or departure.
  - The web based system allows users and members of the Council to extract information and data to assist in defining relevant strategic local, regional, and statewide significant trade corridors; examine how the swift, efficient movement of passengers and freight may be facilitated within, and between, the state’s corridor regions and points beyond; examine origins and destinations of key trade commodities and passenger movements on Florida’s designated strategic freight and passenger networks; define the nature of capacity deficiencies and needs at a local, regional, strategic corridor and macro level; and provide relevant information and data to develop approaches and strategies to address those needs.

- In addition, such information and data should help in the development of strategic financing/implementation plans for programming needs and highlighting public policy issues that must be addressed to enhance Florida's capture of trade from competitors.

**FEES, PAYMENT AND TAXES**

The Consultant will be paid in accordance with the fee payment schedule agreed upon by both parties based on deliverables provided. If alterations of the fee schedule will need to be changed this be agreed to by the Contract Manager and the Consultant Project Manager. Increases to fees or additional service add-ons will be based on approval by the Council.

Annual fee are as follows:

- FY 2020/2021: \$223,686 for 12-month subscription with unlimited users
- FY 2021/2022: \$223,686 for 12-month subscription with 50 users
- FY 2022/2023: \$223,686 for 12-month subscription with 50 users
- FY 2023/2024: \$223,686 for 12-month subscription with 50 users
- FY 2024/2025: \$223,686 for 12-month subscription with 50 users

IHS Markit will invoice the Council for all fees due in July of each year, and the Council will submit the invoice for payment within thirty (30) days from date of the invoice without set-off, withholding or deduction. All payment timing will abide by and adhere to Florida Statute 215.422.

The Council may be responsible reimburse for costs and expenses incurred by IHS Markit in collecting unpaid Fees, Expenses, or other amounts due hereunder.

In addition to the fees, Council will pay to IHS Markit or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable (including any penalties, interest or similar charges in lieu of failure to timely pay) under this Agreement so that after payment of such taxes the amount IHS Markit receives is not less than the fees.

## Exhibit B

### **LICENSE AND USE**

The Council is granted a license to use the IHS Markit product(s) licensed under this Agreement. The Council and its Authorized Users may access and use product(s) solely for the Council's Internal Use. "Internal Use" or use for "internal business purposes" means use by the Council in relation to its internal operations as may be permitted and but shall not include or permit the Council: (a) to use all or any part of IHS Markit products to provide any service or product to any third party (including its Affiliates unless otherwise expressly permitted); or (b) to give or allow access to, or to otherwise disseminate, all or any part of such IHS Markit products in any manner whatsoever to any third party (including its Affiliates unless otherwise expressly permitted).

The Council assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates if the IHS Markit products are accessed and/or used by the Council's Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the IHS Markit products and, with respect to named or specified Authorized Users, maintain an up-to-date list of all such users and make such list available for inspection at IHS Markit's reasonable request. "Authorized User(s)" means employees of the Council (and, where expressly permitted and applicable, the Council's Affiliates), who are authorized to access and use a Product or Service solely to help the Council use the Product/Service for its licensed purpose. "Affiliate" means any legal entity which controls, is controlled by, or is under common control of either Party (where "control" means ownership of more than 50% of assets or stock with the power to direct day-to-day operations).

### **Delivery**

The Council shall be solely responsible for any and all equipment, facilities and/or connections necessary to enable transmission or delivery of IHS Markit product(s) to the Council's own systems. IHS Markit shall have no responsibility for any such equipment, facilities or connections. Where Delivery of a particular product is provided by way of login access codes, usernames and/or passwords ("Logins"), The Council acknowledges and agrees these are only for Client's Authorized Users' use and may not be shared with anyone else. If Logins are issued to named users on a named user basis, then such named user Login is personal to, and for use only by, the Authorized User to whom it is issued. With respect to IHS Markit products which are shipped physically, and unless otherwise stated, delivery of IHS Markit products is deemed to occur and risk of loss passes upon Delivery or when IHS Markit provides access codes to the Council that allow the Council to access or to take immediate possession of the product. Without prejudice to the foregoing, IHS Markit reserves the right to cancel without liability to the Council one or more Logins and/or assign replacement Logins to the Council if IHS Markit (acting reasonably) suspects unauthorized use of any such Login.

### **Security**

The Council will at all times maintain security systems and procedures no less stringent than those which it applies to its own confidential or sensitive data and/or systems to prevent any unauthorized access to, misuse of, or disruption to the IHS Markit products or to its or IHS Markit's systems. These shall include, at a minimum: (a) establishing and maintaining all reasonable procedures and systems to allow for the proper delivery of data in accordance with this Agreement, and to ensure that the IHS Markit products

are accessible only by Authorized Users and protected from unauthorized third-party access, misuse, damage or disruption; and (b) promptly giving written notice to IHS Markit of any unauthorized access to or misuse of the IHS Markit products, IHS Markit's systems or the Council's systems of which it is aware, including reasonable detail of the security breach and the measures taken to cure it.

### **Terms of Use**

In addition to the terms and conditions of this Agreement, the Council's access to and use of the IHS Markit.com website or any platform or website provided by IHS Markit or any of its Affiliates shall be in accordance with any "Terms of Use" contained therein; provided, however, that to the extent any terms in such "Terms of Use" are inconsistent with or conflict with the terms and conditions of this Agreement with regard to the access and use of the applicable IHS Markit products, the terms and conditions of this Agreement shall prevail.

### **Use Restrictions**

The Council agrees that it shall not (and shall ensure that none of its Authorized Users shall not): (a) remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any of the IHS Markit products or IHS Markit property; (b) refer to any of the IHS Markit products or any trademark or copyright notice used in relation thereto, in a way which does or may imply (i) that any IHS Markit products form part of the services or products offered to the Council's clients, or (ii) that IHS Markit is responsible for the accuracy or quality of the services or any other information or data that the Council provides to its clients; (c) copy, distribute, display, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, modify or otherwise reproduce, disclose or make available to others (including its Affiliates), or create derivative works from, the IHS Markit products, or any portion thereof; (d) circumvent or disable any security or technological measures of any IHS Markit products (or any component thereof); (e) use any of the IHS Markit products and/or the IHS Markit systems for any illegal or unlawful purpose or in a manner which is competitive with or which would create a functional substitute for any IHS Markit products; (f) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation, including any of the foregoing relating to competition or antitrust matters; or (g) infringe, violate, breach or otherwise contravene any rights of IHS Markit, its Affiliates, including any copyright, database right, trademark, patent, right of confidence or any other proprietary or intellectual property right in connection with the IHS Markit products.

**Modification.** The IHS Markit products are subject to modification (including addition, alteration or deletion) by IHS Markit to reflect (a) statistical, technical, administrative, market-based or other changes that IHS Markit determines in its sole discretion, acting in good faith, are required or desirable; (b) to comply with the requirements of IHS Markit's third party providers; or (c) any legal, regulatory or market-based changes that IHS Markit determines in its sole discretion, acting in good faith, may affect such products.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

As between IHS Markit and the Council, IHS Markit owns all IHS Markit property. The Council may provide suggestions/feedback which IHS Markit may use without any obligation to the Council. The Council acknowledges that the IHS Markit products shall not be considered works for hire, and were developed, compiled, prepared, revised, selected and arranged by IHS Markit through the application of

methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The IHS Markit products constitute valuable intellectual property and trade secrets of IHS Markit (or its relevant Affiliate or third party provider as the case may be) the unauthorized disclosure, use or dissemination of which would cause irreparable harm and constitute a free ride on IHS Markit's labor and efforts.

The Council acknowledges that, as a reasonable protection of the proprietary rights in the IHS Markit products and to avoid any breach of IHS Markit's obligations to third party providers, any dissemination or distribution of data or information identical to or derived from the IHS Markit products shall be deemed a material breach of this Agreement. The Council agrees to use commercially reasonable efforts to protect the proprietary rights of IHS Markit, its Affiliates, and/or the relevant third party provider in the IHS Markit products, and to comply with all reasonable written requests made by IHS Markit to protect and enforce such rights.

#### **Indemnification.**

The Council will indemnify, defend and hold harmless IHS for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that any confidential or proprietary information/data provided by the Council to IHS Markit to enable IHS Markit to perform its obligations or exercise its rights under the Agreement ("Council Information") infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret. If Council Information is held or is reasonably believed by IHS Markit to infringe, IHS Markit will cease using such Council Information and will not be liable to the Council for any breach or failure to perform under the Agreement for which the Council Information was provided.

The Council will indemnify, defend and hold harmless IHS Markit Indemnities for any losses, liabilities, damages, cost (including reasonable attorneys' fees) and expenses arising as a result of: (a) any claim, suit or proceeding brought by any third party against any IHS Markit Indemnitee in connection with any third party's access or use of all or any part of the IHS Markit products (or data or Council services or products derived therefrom or in connection therewith) permitted or suffered by the Council or its Affiliates (regardless of whether IHS Markit granted consent for such use); or (b) any use of IHS Markit products in breach of the terms of this Agreement or an Order.

#### **DISCLAIMER AND LIMITATION OF LIABILITY.**

**Disclaimer of Warranties.** The Council agrees that the products and services provided by IHS Markit are "as is" and to the maximum extent allowed by law, neither IHS MARKIT, or its affiliates makes any representation, warranty, condition, or undertaking, whether express, implied statutory or otherwise, relating to: (i) the products and/or services or the results obtained in using them; or (ii) any data, documentation, or materials provided or made available under this agreement or an order, including: a) their merchantability or fitness for any particular purpose; or b) their continuity, accuracy, timeliness or completeness, and the Council acknowledges that it has not relied upon any representation, warranty, condition, or undertaking (express or implied) made by IHS Markit or its Affiliates, except those expressly set forth in this Agreement.

Neither IHS Markit nor its Affiliates shall in any way be liable to the Council, whether in contract (including under an indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by the Council or any Affiliate or

client of the Council arising in respect of, or in connection with (a) any inaccuracy, error or omission, regardless of cause, in any of the IHS Markit products; or (b) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of the Council or any Affiliate or client of the Council, made or taken in reliance of, or based on, any of the IHS Markit products.

Neither IHS Markit, nor the Council will be liable for any consequential, punitive, special, or other indirect damages, including: (a) any loss of actual or anticipated profits, revenue, savings, or business; (b) loss of data or information; (c) loss of good will, reputation, or similar losses; or (d) business interruptions arising out of or related to the agreement or any use of or inability to use products or services, even if advised in advance of the possibility of any such losses or damages.

The maximum liability of IHS Markit under this Agreement, whether in contract, in tort (including negligence), under a warranty (express or implied), under statute or otherwise, will be limited to financial compensation up to a sum not to exceed the aggregate of the fees paid by the Council to IHS Markit or its Affiliates in the prior twelve (12) months for the relevant IHS Markit product(s) to which the liability relates.

### **Exclusions**

The limits on liability set out above shall not apply in respect of liability of a Party for damages related to death or personal injury resulting from gross negligence or willful default or any damages or liability arising as a result of fraud or fraudulent misrepresentation of a Party or which cannot be excluded under applicable law. The limits on liability shall not apply in respect of liability of a Party for damages related to; (a) claims or losses based upon breaches by the Council (or its Affiliates or Authorized Users) of its license/authorized use; and/or (b) the Council's liability for fees.

In the event of a breach or threatened breach of any of the provisions of this Agreement or an Order by either Party, its Affiliates, or any of its Authorized Users; the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement or the relevant Order, but nothing herein shall preclude such Party from pursuing any other action or remedy.

### **TERMINATION.**

**Termination by IHS Markit.** IHS Markit may terminate this Agreement:

(a) upon written notice to the Council at such time as it reasonably determines that the data used to provide such IHS Markit products is not commercially satisfactory in terms of legality, quality, volume, availability or significance, or the IHS Markit products (in IHS Markit's good faith determination) become unlawful, subject to a third party claim or are to be otherwise discontinued, provided that any such termination by IHS Markit applies to the Council generally;

(b) in the event of a material breach by the Council of any of the provisions of this Agreement and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days' after its receipt of written notice thereof; or

(c) upon the occurrence of the Council having a receiver or administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent

to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.

### **Termination by the Council**

The Council may terminate this Agreement upon written notice to IHS Markit:

(a) in the event of a material breach by IHS Markit of any of the provisions of this Agreement and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after its receipt of written notice thereof;

(b) upon written notice to IHS Markit at any time that the use of such IHS Markit products (as permitted under this Agreement and the applicable Order) has, pursuant to the judgment of a court of competent jurisdiction or a regulatory agency, become unlawful; or

(c) upon the occurrence of IHS Markit having a receiver, administrative receiver or an administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.

No termination relieves either Party of any liability incurred prior to such termination, or the Council's payment obligation for unaffected IHS Markit products. Upon the termination of this Agreement, all fees owed by the Council through the date of termination automatically and immediately become due and payable.

IHS Markit is entitled to suspend with immediate effect the license for IHS Markit products or any part thereof for late or non-payment, or if in its reasonable opinion: (a) the Council is in breach of the terms of this Agreement; (b) the Council fails to cooperate with any reasonable investigation of a breach; or (c) it is necessary to do so in order to comply with (i) any change in a material contractual requirement imposed by a third party provider or (ii) any applicable law, regulation or decision of any applicable regulatory body.

### **Post Termination**

Upon any expiration or other termination of this Agreement:

(a) the Council shall pay all fees, taxes and other sums owed in respect of the period up to the date of such termination. In the event of any termination of an Order pursuant to Section 5, there will be no refund under any circumstances of any fees paid by the Council. In the event of a termination pursuant to Section 5.2, IHS Markit shall refund the Council on a pro-rata basis such element of fees received by IHS Markit in respect of any IHS Markit product which is the subject of the terminated Agreement which relate to the period after the date of such termination; and

(b) all licenses granted under the same immediately will terminate, and Council shall (and shall ensure any Affiliates otherwise permitted access or use under the license shall) immediately cease using the IHS Markit products provided under the expired or terminated Agreement.

(c) the Council shall (i) destroy all hard copies of all software, data, documentation or information forming part of such IHS Markit products in its possession or control; and (iii) expunge permanently all

electronic copies of such IHS Markit products including any data forming part thereof from its (and where applicable its Affiliates') systems, servers or other forms of data storage devices in each case, within thirty (30) days of termination or expiration of such Agreement, except that Council may retain a copy of any data to the extent necessary for the purpose of satisfying its legal requirements, provided that such retained data shall be confidential information, and is no longer readily accessible and shall not be used for any other purpose, and the Council shall cooperate with IHS Markit in connection with any reasonable request to verify its (and where applicable its Affiliates') compliance with the foregoing including but not limited to providing written certification to IHS Markit that the Council has complied with this paragraph.



**State of Florida  
PUR 1000  
General Contract Conditions**

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**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

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

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

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

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

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

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

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

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

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

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



the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

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

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

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

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

**37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

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

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

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

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

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

**State of Florida**  
**PUR 1001**  
**General Instructions to Respondents**

**Contents**

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

- 2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- 3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
- an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- 4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
- Technical Specifications,
  - Special Conditions and Instructions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

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

- 5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within



the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

  - submitting a bid on a contract to provide any goods or services to a public entity;
  - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting bids on leases of real property to a public entity;
  - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

  - submit a bid on a contract to provide any goods or services to a public entity;
  - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submit bids on leases of real property to a public entity;
  - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

# S&P Global Proposal for Florida Seaport Transportation & Economic Development Council



## Response to Renewal Proposal

Submitting entity:

**S&P Global Limited (an affiliate of S&P Global Market Intelligence LLC)**

Proposal to Provide Trade Data for the Florida Seaport Council

**Charlie Campbell**

Client Manager

Maritime, Trade, & Supply Chain

[Charlie.Campbell@spglobal.com](mailto:Charlie.Campbell@spglobal.com)

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Section 1: Firm Overview

**S&P Global** (NYSE: SPGI) is the world’s foremost provider of credit ratings, benchmarks and analytics in the global capital and commodity markets, offering ESG solutions, deep data, and insights on critical economic, market and business factors. We have been providing Essential Intelligence® that unlocks opportunity, fosters growth, and accelerates progress for more than 160 years. Our divisions include S&P Global Ratings, S&P Global Market Intelligence, S&P Dow Jones Indices, S&P Global Commodity Insights, and S&P Global Mobility.

S&P Global, through its business line, Market Intelligence, is submitting a proposal to The Florida Seaport Council for a subscription to S&P’s Global Trade Analytics Suite data delivery services and online portal access.

S&P Global is headquartered at 55 Water Street, New York, NY 10041.

The S&P Global Market Intelligence Advantage:

Complementary products, content, and solutions branched into seven business lines:




Our team of experts delivers unrivaled insights and leading data and technology solutions. We cater to the needs of specific market segments; needs determined by users like you. Turn raw data into actionable intelligence that is critical to your workflow. Access it anywhere, via desktop or data feeds.

Introducing S&P Global Market Intelligence


At **S&P Global Market Intelligence** we understand the importance of accurate, deep, and insightful information. Our team of experts delivers unrivaled insights and leading data and technology solutions,




partnering with customers to expand their perspective, operate with confidence, and make decisions with conviction. For more information, please visit S&P Global Market Intelligence’s [website](#).




Global office locations including: Calgary, Toronto, Chicago, San Francisco, Denver, Boston, New York, Charlotte, Raleigh, Washington, D.C., Dallas, Mexico City, São Paulo, Buenos Aires, London, Stockholm, Frankfurt, Madrid, Milan, Paris, Gdansk, Minsk, Istanbul, Dubai, Gurgaon & Noida, Ahmedabad, Hyderabad, Bangalore, Penang, Singapore, Beijing, Seoul, Tokyo, Shanghai, Hong Kong, Manila, Perth, Sydney, Melbourne, Johannesburg.




**\$4.4B+**  
division



**300+**  
products & services




**35k+**  
customer accounts




**19k+**  
employees

Powering global markets with Essential Intelligence


The right decisions lead to progress, for organizations, and for the world. Our Essential Intelligence is a catalyst to accelerate progress.




**Unparalleled data assets**  
that deliver product innovation across multiple industry sectors




**Multi-asset class benchmarks**  
that support trading, thematic, and factor-based investing




**Sustainability solutions**  
that inform sustainable operations, energy transition, and climate agendas



**Global supply chain intelligence**  
that helps manage complex financial and operational risk



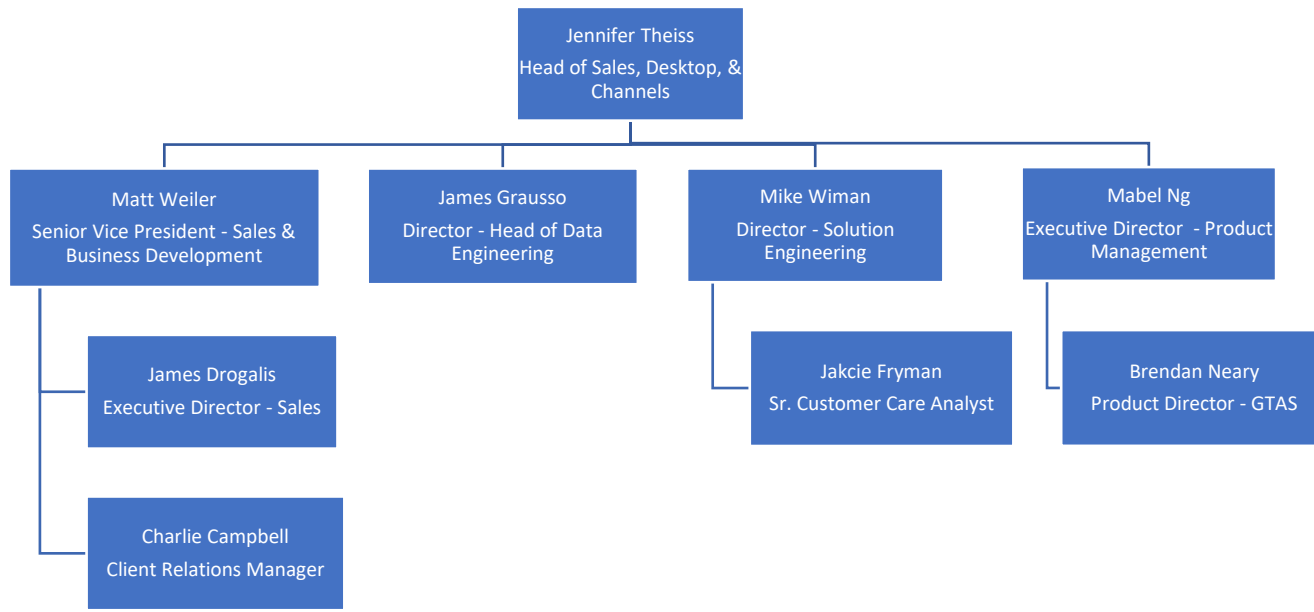
**Public and private markets solutions**  
that connect credit risk, data analytics, and workflow



**AI and Machine Learning capabilities**  
that bring actionable insight and order to complex data

## Section 2: Team Organization & Structure

The below organization chart represents key stakeholders who will be part of Florida Seaport's dedicated team.



## Customer Care and Service Overview

Subject matter expertise support is available to answer or investigate any service-based query, relating to performance, clarification on content, data quality, product training, and so forth. Leading these efforts are:

- **Jackie Fryman:** Jackie has 10 years' experience working for S&P Global. Based in Englewood, Colorado Jackie is intimately familiar with S&P Global's data assets in her customer facing role.
- **General Customer Care Support:** Should neither Brian nor Jackie be available directly, S&P Global has 24/7 support available 365 days per year, through our Global Source Center and International Operations Center (IOC), supporting our production/online systems as well as handling calls at all hours.

## Section 3: Accuracy and Validity of Data

### Global Trade Analytics Suite - Overview

The Global Trade Analytics Suite (GTAS) is the most comprehensive, intuitive and powerful trade research tool on the market. Our suite of trade products delivers decision-ready intelligence through analytics that have been built to evaluate global trade, commodity values, and identify companies involved in trade activity.

The GTAS platform combines three longstanding and established trade products: Global Trade Atlas macro trade statistics; PIERS Bill of Lading data, and GTAS Forecasting. Our clients can easily crosswalk between trade data assets to derive deep insights into trade activity. Users of all types and

sophistication levels can decide to use our analytics, interrogate data within our UI, or extract data into .csv or excel.

There are many trade databases on the market but none that are underpinned with as comprehensive and high-quality macro trade statistics and transactional import/export data. We are certified as ISO:9001:2016. Whether you are looking to find a new customer, demonstrate your knowledge of an existing customers business, evaluate potential suppliers, or evaluate the supply chain of a complex product, our GTAS platform makes it easy for you.

Recent improvements to GTAS include:

- New bill of lading data source countries including Venezuela, Sri Lanka, and Turkey
- Mirror trade capability in GTA
- Enhanced visualizations
- Forecasting aggregation

Future enhancements include a Tariff Calculator to search Tariff Rates and calculate Tariff Cost for a given product and trade corridor

### **Global Trade Atlas - Background**

**Global Trade Atlas (GTA)** will help you build a global view on any commodity, see the effect of new market entrants, identify emerging markets, monitor price fluctuations, and understand how your known volumes of trade compare to those of your competitors. This gives you a clear view of your market share and the potential for your business.

GTA is a collection of monthly trade data from over 120 countries accounting for 96% of global trade. Annual data is also available for nearly 200 countries. This data asset is sourced from official national statistics agencies.

Data is displayed in quantity, value, and average unit price by direction by commodity. Additional data points specific to reporting countries include: transportation mode, ports, and regions. Commodities can be aggregated to the 2, 4, 6 digit HS levels for all countries; some countries will report further to 8, 9, or digits.

### **Quality and Quantitative Pre-Process**

Global Trade Atlas (GTA) Data Operations employ both software-based algorithms and manual checks from our data engineering experts to ensure quality of data.

The data transformation team comprises of individuals with education qualifications ranging from bachelors to Master's Degrees in various fields including computer science, mathematics and business.

### **PIERS Bill of Lading - Background**

PIERS is the leading provider of import and export bills of lading – a heritage rooted in 40+ years of amassing the industry's largest US waterborne trade data set. In fact, PIERS is the only provider able to boast a capture rate of 100% of US import and export international waterborne transactions, owing to our extensive collection process. This includes personnel stationed in US ports to collect paper manifests not available digitally and information sharing agreements with numerous major ocean carriers.

Our extensive heritage has allowed us to develop institutional expertise with ingesting, enhancing and organizing the raw customs records into decision-ready views. Every day, on average, the PIERS team processes close to 60,000 bills of lading that are filed with US Customs. Within hours of receipt, we verify, standardize, enhance and load the data into our products allowing users to spend your time on business decisions rather than data collection. Our Quality Assurance program consistently benchmarks PIERS data against published port volumes, carrier volumes, and considers deviations against historical norms. Quality is our top priority and our ocean carrier and port customers hold us to a high standard in terms of accuracy and comprehensiveness.

In addition to US trade data going back to 2003 (history back to 1990 upon request), you can find detailed import and export transactions for 17 international markets.

### **PIERS Deliverables – United States of America Data Coverage**

- U.S waterborne import and export trade data set covering 100% of U.S. port locations including Great Lakes, Puerto Rico, and the United States Virgin Islands
  - ***S&P Global is the only data provider with complete access to data collection at U.S. Customs Houses through the United States.***
- Nearly 18 million bills of lading processed in 2022 for imports and exports totaling over 1.3 billion metric tons and over 40 million TEUs
- PIERS historical data available as far back as 2003

### **Key Benefits**

#### **Sophisticated Structuring of Raw Commodity Records**

The raw data received from US Customs is so unstructured that it is unwieldy and unsuitable for use. Over 40+ years, we have refined our parsing process to enable informed decision-making via targeted queries, higher-level aggregation and data visualization.

#### **Accurate Assignment of HS Codes**

We strive to assign every single commodity record to the 6-digit HS code level when possible. Regular benchmarking is done to optimize assigned HS code volumes to official statistics. We leverage over 5,000 experts with PhDs or Master's degrees within S&P Global to apply their knowledge of specific commodity markets to our ability to assign HS codes to commodities.

#### **Dynamic Estimated Values Based on Latest Official Statistics**

Estimated values are assigned to each shipment based on the most recent rolling actual unit price averages for the same commodity, as derived from official US trade statistics within the S&P Global - Global Trade Atlas (GTA) asset. This method allows these values to track the market dynamically rather than through a static reference.

### **PIERS Deliverables – Non-US Data Coverage**

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- Import and export transactions for 17 international markets: Argentina, Brazil, Chile, Colombia, Costa Rica, Ecuador, India, Mexico, Pakistan, Panama, Paraguay, Peru, Sri Lanka, Turkey, Uruguay, Venezuela, and Vietnam

### **GTAS Forecasting - Background**

The GTAS Forecasting provides market and business planners with in-depth analysis, historical data, and forecasts of bilateral trade between 248 countries and regions across 270 commodities and 16 key indicators (Trade Concepts). It is an annual database with historical data from 2005 and forecast until 2035. The database is updated quarterly. In addition to yearly forecasting, quarterly forecast data for is available for the next 8 quarters.

### **Section 4: Sole Source Solution**

#### **GTAS Sole Source Solution -**

S&P Market Intelligence is happy to announce our release of the Global Trade Analytic Suite. This truly unique offering is the only tool in the market that offers macro trade statistics from our Global Trade Atlas (GTA) database combined with our transactional bill of lading (BOL) detail from PIERS to outline a comprehensive view of the global supply chain. Additionally, our Global Trade Forecasting service provides a forward-looking view of trade at the commodity and market (country) levels. GTAS captures the official volume and value of trade between over 120 countries and includes over 69 countries with “Extra Data Fields” like transportation mode, state/district, and port. You can then quickly and easily perform a deep dive on the importers and exporters within those markets using the transactional data. This facilitates understanding the logistics providers operating within the country and searching for key products of interest. Our transactional bill of lading data includes 14 countries and soon to be 17 countries including the United States, Mexico, Brazil, Vietnam, Chile, Argentina, Colombia, Peru, Uruguay, Paraguay, Costa Rica, Panama, Ecuador, and India. With new addition of Sri Lanka, Pakistan, Venezuela and Turkey added recently. Our United States offering across the entire trade data market captures 100% of import and export activity while coding all commodity records down to the 6-digit HSCODE level.

We are the largest trade tool on the market.

#### **Key Benefits**

- GTAS is a central location for macro trade statistics, transactional bill of lading level detail and forecasting
- Key word searching facilitates identification of products within shipments of interest
- Extract United States bill of lading (BOL) data on multiple levels including: Entire BOL, Commodity,
- Daily updates of macro trade statistics (5x/week | M-F)
- Daily updates of PIERS United States bill of lading data (6x/week | M-Sat)
- Monthly updates of PIERS non-U.S. bill of lading data
- Quarterly updates of GTAS Forecasting
- Using GTA data Florida Ports will be able to track exact monetary and commodity figures entering the port for both seaborne and air cargo in the United States

- Only Provider of Puerto Rican Cargo in the industry. This feature assists Florida Seaports in analyzing cargo that isn't captured anywhere else in the market

### **Additional Services**

- **Ad Hoc Training Sessions:** S&P will offer unlimited access to our analysts and subject matter experts. This is a standing offer to host training & review sessions for all users who can join to ask questions around data sources and better understand how to utilize the products.

**Cost of Proposed Solution**

Based on the **Florida Seaport Council's** requirements for Trade Data for the Business Development's Division **S&P Global Market Intelligence** is pleased to offer the following fee proposal.

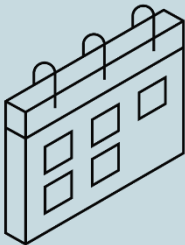
S&P Global Market Intelligence	Year 1	Year 2	Year 3	Year 4	Year 5
Global Trade Analytics Suite	\$233,686	\$233,686	\$233,686	\$233,686	\$233,686

Type of License: Enterprise-Wide License for Data Access

Territory: United States

All fees are quoted in USD.

**S&P Global Market Intelligence** looks forward to discussing this proposal at **Florida Seaport Council's** convenience.



**TAB 6b**  
**Seaport Mission Plan**



**To Be Discussed**

**TAB 7**  
**Legislative Discussion**

**To Be Discussed**

**TAB 8**  
**Program Funding**

**TAB 8a**  
**Discussion and Review of Seaport**  
**Funding Spend Downs**

# SEAPORT SYSTEM SPENDDOWN REPORT (Remaining balances as of 3/18/2025)

SeaPort Manatee						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
BERTH REHAB & RECONSTRUCT CAPITAL IMPROVEMENTS [BERTH 4 THRU 11]	\$7,229,419					\$7,229,419
UPLAND CARGO IMPROVEMENTS [WAREHOUSE 6 MODERNIZATION]			\$262,500			\$262,500
BERTH REHAB & RECONSTRUCT CAPITAL IMPROVEMENTS [BERTH 4]				\$4,161,625		\$4,161,625
UPLAND CARGO IMPROVEMENTS [DRY / CHILL WAREHOUSE]				\$1,050,923		\$1,050,923
UPLAND CARGO IMPROVEMENTS [HOPPER]				\$510,733		\$510,733
TOTALS	\$7,229,419		\$262,500	\$5,723,281		\$13,215,200
Port of Fernandina						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22*	FY 22/23	TOTAL REMAINING BALANCE
CARGO IMPROVEMENTS [PIER IMPROVEMENTS & MAINTENANCE]				\$197,194		\$197,194
TOTALS	\$0	\$0	\$0	\$197,194	\$0	\$197,194
JAXPORT						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
BLOUNT ISLAND BERTH IMPROVEMENTS [BERTH 20 REHAB]					\$10,570,318	\$10,570,318
BLOUNT ISLAND BERTH IMPROVEMENTS [BERTH 22 REHAB]				\$737,644		\$737,644
BLOUNT ISLAND UPLAND IMPROVEMENTS				\$114,615		\$114,615
SEAPORT SECURITY GRANT PROGRAM [PERIMETER DETECT, VIDEO STREAMING, CBRN EQUIP]				\$55,641		\$55,641
TALLEYRAND TERMINAL CARGO IMPROVEMENTS [UPLAND CARGO PROJECTS]				\$1,128,687		\$1,128,687
TOTALS	\$0	\$0	\$0	\$2,036,587	\$10,570,318	\$12,606,905
Port Panama City						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
WEST TERMINAL BERTH IMPROVEMENTS/BULKHEAD CAPACITY EXPANSION [FILL OCEANEERING SLIP]				\$1,262,095		\$1,262,095
WEST TERMINAL IMPROVEMENTS [CONTAINER]				\$1,188,000		\$1,188,000
TERMINAL IMPROVEMENTS [EAST TERMINAL - SCALES / WORKSHOPS / PUNCH LIST ITEMS]			\$281,040			\$281,040
TERMINAL IMPROVEMENTS [PURCHASE OF EAST TERMINAL OPTION LAND]					\$4,027	\$4,027
TOTALS			281,040	2,450,095	4,027	\$2,735,162
Port of Pensacola						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
MAINTENANCE DREDGING			\$333,098			\$333,098
UPLAND CARGO IMPROVEMENTS [PAVEMENT REHAB]				\$1,524,565		\$1,524,565
UPLAND CARGO IMPROVEMENTS [RAIL REHABILITATION]				\$850,353		\$850,353
BERTH IMPROVEMENTS [WATERSIDE REHABILITATION]				\$628,521		\$628,521
UPLAND CARGO IMPROVEMENTS [LANDSIDE REHABILITATION]				\$453,131		\$453,131
TOTALS	\$0	\$0	\$333,098	\$3,456,570	\$0	\$3,789,668
Port of Port St. Joe						
TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
STRATEGIC PLAN		\$121,963				\$121,963
TOTALS		\$121,963				\$121,963

## Port Everglades

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
DREDGING AND WIDENING - [CONSTRUCTION PHASE]	\$355,967	\$22,927,734	\$99,167			\$23,382,868
DREDGING AND WIDENING [ENGINEERING & CHANNEL DEEPENING/WIDENING]			\$43,188,637			\$43,188,637
NEW BULKHEAD AT BERTHS 9 AND 10				\$6,244,479	\$19,600,000	\$25,844,479
DREDGING AND WIDENING [PRECONSTRUCTION & CONSTRUCTION PHASES]					\$7,700,066	\$7,700,066
TOTALS	\$355,967	\$22,927,734	\$43,287,804	\$6,244,479	\$27,300,066	\$100,116,050

## Port of Fort Pierce

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
HARBOUR POINTE DEVELOPMENT				\$359,730	\$2,526,356	\$2,886,086
SEAPORT SECURITY GRANT PROGRAM [HI MAST LIGHTING & HARBOUR POINTE]				\$246,635		\$246,635
TOTALS				\$606,365	\$2,526,356	\$3,132,721

## Port of Palm Beach

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
UPLAND CARGO IMPROVEMENTS [RAIL REPAIRS & REPLACEMENT]				\$1,880,937		\$1,880,937
UPLAND CARGO IMPROVEMENTS [CONTAINER YARD REPAIR]				\$1,386,100		\$1,386,100
BERTH IMPROVEMENTS [CATHODIC PROTECTION]				\$587,279		\$587,279
UPLAND CARGO IMPROVEMENTS [WAREHOUSE 13 REPLACEMENT]					\$1,400,000	\$1,400,000
TOTALS	\$0	\$0	\$0	\$3,854,316	\$1,400,000	\$5,254,316

## Port Canaveral

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
SEAPORT SECURITY GRANT PROGRAM [VIDEO MANAGEMENT SYSTEM]					\$10,428	\$10,428
NORTH CARGO BERTH IMPROVEMENTS [BERTH 3]					\$2,400,000	\$2,400,000
TOTALS					\$2,410,428	\$2,410,428

## Port of Key West

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
MALLORY T-PIER EXTENSION & MONOPOLE INSTALLATION	\$171,498	\$989,832	\$521,835	\$350,000		\$2,033,165
TOTALS	\$171,498	\$989,832	\$521,835	\$350,000	\$0	\$2,033,165

## PortMiami

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
SEAPORT SECURITY GRANT PROGRAM [CRANE AREA CAMERAS]		\$152,388				\$152,388
UPLAND CARGO IMPROVEMENTS [ROADS]			\$16,003,820			\$16,003,820
SEAPORT SECURITY GRANT PROGRAM [BORDER PROTECTION SYSTEM]				\$200,000	\$200,000	\$400,000
TOTALS	\$0	\$152,388	\$16,003,820	\$200,000	\$200,000	\$16,556,208

## Port Tampa Bay

TOP 5 PROJECTS REMAINING BALANCES:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	TOTAL REMAINING BALANCE
HOOKE'S POINT IMPROVEMENTS [BERTH 214 & UPLANDS]	\$996,134					\$996,134
HOOKE'S POINT IMPROVEMENTS [BERTH 214 & CARGO IMPROVEMENTS]			\$3,549,612			\$3,549,612
HOOKE'S POINT IMPROVEMENTS [FUEL TERMINAL ELECTRIC DISTRIBUTION RESILIENCY]				\$2,750,000	\$2,997,094	\$5,747,094
HOOKE'S POINT IMPROVEMENTS [BERTH 218]					\$1,781,959	\$1,781,959
EASTPORT BERTH 150/151 DEVELOPMENT			\$490,564	\$144,668		\$635,232
TOTALS	\$996,134	\$0	\$4,040,176	\$2,894,668	\$4,779,053	\$12,710,031

**TAB 8b**  
**Federal Funding Opportunities**



**To Be Discussed**

**TAB 9**  
**New Business**

**TAB 10**  
**Adjournment**