

## Section 3: DEFINITIONS

Capitalized terms not defined herein may be defined in Section 287.012, Florida Statutes (2002).

"Addendum" means a document used to expand or more fully explain the terms of a Request for Proposal, Invitation to Bid, or Invitation to Negotiate that is incorporated as part of the Request for Proposal, Invitation to Bid or Invitation to Negotiate. This modification becomes a legal part of the bid or document it supplements.

"Activity Record" means a record of any activity

"Advance Payments" means a payment mechanism whereby, under certain circumstances, the department makes a portion of the contract funds available to a provider prior to the delivery of services. Advanced payment(s) may be used only when authorized by the State Appropriations Act or expressly authorized by law. Advances may be made only to not-for-profit corporations or governmental agencies.

"Agency Term Contract" means a term contract initiated by a competitive solicitation, executed by the Department for use by all offices of the Department. The use of this Contract is mandatory unless it is specified as an optional contract.

"Amendment" means a document by which substantial changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.

"Best value" means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

"Bid" means the offer extended to the Department in response to a solicitation.

"Bid-Opening Clerk" means the individual charged with the responsibility of receiving, logging, and opening bids.

"Bidder" means the person or entity submitting a reply to a solicitation.

"Bidders' Conference" means a publicly noticed meeting held for the benefit of the Bidders, during which questions and answers (the written questions previously received

from bidders on the date specified in the Solicitation) are read by Department personnel.

"CCOC" means the Capitol Circle Office Complex.

"Certification of Noncompliance" means a determination by Departmental Purchasing that the department is in noncompliance when service delivery is initiated prior to the execution of a contract where there is no valid emergency. Certification by the department staff as to the specific circumstances leading to the failure to have the contract signed prior to the rendering of services, is required no later than 30 days after services were initiated and must describe activities taken to prevent the recurrence of such noncompliance.

"Certification Regarding Debarment and Suspension" means the Department is prohibited from contracting with a provider for \$100,000 or more in federal monies if the provider has been debarred, suspended, declared ineligible or voluntarily excluded from receiving federal funds. This portion is also true of providers who audit federal programs, regardless of the amount of federal moneys involved in their contracts. The Certification Regarding Debarment and Suspension form must accompany Requests for Proposal, Invitations to Bid, Invitations to Negotiate, and contracts and states that the provider is not ineligible to receive federal funds. Note: All subcontractors are also subject to these requirements.

"Commodity" means any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with floor space of less than 5,000 square feet, purchased, leased, or otherwise contracted for by the state and its agencies. "Commodity" also includes interest on deferred-payment commodity contracts approved pursuant to Section 287.063, Florida Statutes, entered into by an agency for the purchase of other commodities. However, commodities purchased for resale are excluded from this definition. Further, a prescribed drug, medical supply, or device required by a licensed health care provider as a part of providing health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration for clients at the time the service is provided is not considered to be a "commodity." Printing of publications shall be considered a commodity when let upon contract pursuant to s. 283.33, Florida Statutes whether purchased for resale or not.

"Competitive Sealed Bids," "Competitive Sealed Proposals," or "Competitive Sealed Replies" means the process of receiving two or more sealed bids, proposals, or replies submitted by responsive bidders or offerors, for an amount in excess of \$25,000.00 (Section 287.012(6), Florida Statutes).

"Competitive Solicitation" means a formal written call for bids or proposals (Invitation to Bid, a Request for Proposals, or an Invitation to Negotiate) with the title, date, and hour of public opening designated. Competitive solicitations must be advertised for a minimum of ten days on a designated Internet site (Vendor Bid System) or in the Florida Administrative Weekly. Solicitations can include, but are not limited to conditions and instructions for bidding or proposing, functional or general specifications, statement of work or commodities being sought, and a method for determining a successful bidder or proposer.

"Conflict of Interest Questionnaire" means the questionnaire completed by those individuals evaluating a Request for Proposal, Invitation to Bid, Invitation to Negotiate, and contracts, which attests that none of the participants in the evaluation has a conflict of interest with the project.

"Contract" means a formal written agreement between the Department and an individual or organization for the procurement of commodities or services. Pursuant to Chapter 287, Florida Statutes, both parties must sign the contract prior to services being rendered.

"Contract Administrator" means the designated person in the Department who is charged with monitoring the Contract through the term of the agreement and is specifically responsible for maintaining a contract file on all agency contracts and who shall serve as a liaison with the Contract Managers and the Department. The Contract Administrator's responsibilities are detailed in Section 5.

"Contract Clause" means a provision or condition that is a part of the contract.

"Contract Closeout" means the final process or final steps to be taken upon completion or termination of a contract. It may include such operations as processing final payment, recovering all equipment purchased according to the terms of the contract, or recovering any overpayment.

"Contract Default" means the failure by a party to a contractual agreement to perform or meet contract terms and conditions.

"Contract Duration" means the length of time for which a contract is legally binding for both parties. It is normally specified in the contract under "effective" and "ending" dates.

"Contract File" means the original and official record for the department which must be maintained for a period of five years following contract close-out or resolution of pending action (e.g., legal, audit, etc.), whichever is later. This file is sometimes referred to as the contract manager's file.



"Contract Log" means a log of contracts, maintained by the Contract Administrator which is designed to prevent duplication of contract numbers. This log constitutes the department's contract inventory.

"Contract Manager" means the designated person in the Department who is charged with monitoring the Contract through the term of the agreement and is specifically responsible for enforcing performance of the contract terms and conditions, financial information and serves as a liaison with the contractor. The contract manager's responsibilities are detailed in Section 5.

"Contract Number" means a unique number assigned to each contract by the Contract Administrator. The first three characters of the contract number identify the Department. The next four numbers identify the fiscal year in which the contract was insinuated and the last three numbers are sub sequintal for the fiscal year.

"Contract Renewals" for purposes of the procedure means all contractual agreements entered into by the Department, excluding those contracts initially obtained as emergency procurements pursuant to Section 287.057(5)(a), Florida Statutes., or as single source procurements, pursuant to Section 287.057(5)(c), Florida Statutes., contracts for commodities or contractual services may be renewed for a period that may not exceed three years or the term of the original contract, whichever period is longer. Renewal of the contract shall be by mutual consent in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the department. If the commodity or contractual service is purchased as a result of the solicitation of sealed bids or proposals, the cost of contemplated renewals shall be included in the Invitation to Bid, Invitation to Negotiate, or Request for Proposal.

"Contract Review Form" means the four-page document that accompanies contracts, rate contracts, renewals, and amendments during the approval process. Page one is the input document for the contract subsystem. Pages two and three are the input documents for accounting data (allotments and encumbrances, respectively) entered into the Florida Accounting Information Resource (FLAIR). Page four is the sign-off sheet for the various offices reviewing the contract during the approval process.

"Contract Signer" means the staff person authorized to sign contracts. The appropriate signer is designated by the Secretary, or pursuant to delegations of authority.

"Contractor" means a person or entity that contracts to sell contractual services or commodities to an agency. In its contracts and contract-related activities, the department uses the term "provider" (Section 287.012(8), F.S.).

"Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. "Contractual Service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255 and rules adopted hereunder.

"Convicted Vendor List" means the list that the Department of Management Services, State Purchasing (DMS) is required by statutes to maintain that contains a listing of convicted vendor and which consists of persons and affiliates who are disqualified from the public contracting and purchasing process. Such person or affiliate may not bid on a public contract or transact business in excess of the threshold amount for Category Two, with any public entity, for 36 months after being placed on the list pursuant to Section 287.133(3)(d), Florida Statutes.

"Cost Principles" means the explanation of how the mutually agreed upon contract amount was reached. This includes provisions for allowable and unallowable costs.

"Cost Reimbursement" means the method of payment used when the department reimburses the provider for actual expenditures incurred in accordance with a line-item budget.

"Delegation of Authority" means the authority is vested in the Secretary's position by Section 20.43, F.S., to make decisions on behalf of the Department. The Secretary has the statutory authority to delegate to deputy secretaries, and, in turn, division directors.

"Department" means the Department of Management Services.

"Departmental Purchasing' means the Division of the Department that is responsible for development and distribution of the Standard Contract and other contract documentation requirements, as well as contract policy and procedures. The office is also responsible for providing technical assistance and training to contract managers and contract administrators.

"Emergency Certification for Retroactive Payment" means a certification by the department finding a contract warrants payment or the period during which a provider has rendered services without benefit of an executed contract. The emergency



certification for retroactive payment must be completed within 30 days after the contractor began rendering services.

"Emergency Purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, accidents or any circumstances or cause beyond the control of the agency in the normal conduct of its business) where an immediate danger to the public health, safety or welfare or substantial loss to the State requires emergency action.

"Exceptional Purchase" means any purchase of commodities or contractual services excepted by law or rule from the requirements for competitive solicitation, including, but not limited to, purchases from a single source; purchases upon receipt of less than two responsive bids, proposals, or replies; purchases made by an agency, after receiving approval from the department, from a contract procured, pursuant to s. <u>287.057(1)</u>, (2), or (3), by another agency; and purchases made without advertisement in the manner required by s. <u>287.042(3)(b)</u>.

"Executed Contract" means a contract that has been signed and dated (i.e., entered into) by the authorized representatives of the department and the provider.

"Exhibit" means a documentation that is a part of the numbered contract document that further explains contractual requirements. Note: Generally, exhibits are numbered in sequence by the alphabet and attachments by roman numerals.

"Extension" means the increase in the contract period due to circumstances beyond the control of either party that makes performance impractical or impossible. Additional funds may be added to support the extension. Extension of a contract shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial contract. There shall only be one extension of a contract unless the failure to meet the criteria stated in the contract for completion is due to events beyond the provider's control (Section 287.012(14), Florida Statutes)

"Fixed Capital Outlay (FCO)" means real property, such as land or buildings, including appurtenances, fixtures, fixed equipment, and structures, includes additions, replacements, major repairs, and renovations. The Departmental Purchasing, Design and Construction Section will have the final determination as to whether a repair or renovation is a fixed capital project or an expense item, and must approve all fixed capital outlay purchase paid for by the state funds.

"Fixed-Price" means the method of payment used when the service provided can be broken down into unit cost (hours, client days, etc.) or for an established fee known as a fixed fee (payment based on delivery of a completed service).



"Gate Management Process" (Deleted 04/19/06)

"General Counsel's Office" means the Legal Office within the Department.

"Governmental Procurement Agreement" means an act whereby the participants agree to the procedure in accordance with the Governmental Procurement Agreement concluded under the auspices of the World Trade Organization. The objective of the agreement is the expansion of world trade through three primary measures: prohibition of discrimination based on national origin; establishment of clear, transparent laws, regulation, procedures, and practices regarding government procurement; and application of competitive procedural requirements related to notification, bidding, contract award, bid protest, etc. The type of procurements covered by the World Trade Organization Agreement are state of Florida, executive branch agency purchases that exceed \$519,000 for commodities and services and \$7,311,000 for construction.

"Informal Bid" means a written or oral quotation not requiring a public opening of such bid at a specific time or date. Written evidence of oral quotations shall be maintained in the contract file.

"Information Technology" means equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

"Inspection" means the close and critical examination of commodities or services delivered to the Department for the purpose of determining that the quantity and quality ordered were received.

"Invitation to Bid" a written solicitation for competitive sealed bids specifically defining the commodity, group of commodities, or contractual services for which bids are sought pursuant to Section 287.012 (16), Florida Statutes. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. The title, date and hour of the public bid opening must be specified in the solicitation.

"Invitation to Negotiate" a competitive solicitation used when an Invitation to Bid or Request for Proposal is not practicable, pursuant to Section 287.012 (17), Florida Statutes.

"Intent to Award" or "Notice of Intent to Award" means the Department's presentation, after careful consideration and evaluation, of intent to enter into a Contract with the Vendors so noted on the tabulation sheet. The Intent to Award is noted on the Tabulation Sheet and is Posted for a period of 72 hours, per Section 120.57(3), Florida Statutes.

"Match" means a contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donations of the funding source and upon which receipt of that donation is contingent.

"Memorandum of Negotiation" means a document (memorandum) signed and dated by both parties (department representative and the provider), detailing all points discussed and agreed to during negotiations. A copy of this memorandum must accompany the contract when routed for review; keep original in contract manager's file.

"Method of Payment" means this is the third section of an Attachment I/ Program-Specific Model Attachment I. It specifies the total or maximum dollar amount of the contract, the manner in which providers will submit their invoices, the frequency with which invoices will be submitted to the department, and any conditions pertaining to the payment of contract invoices.

"Minimum Programmatic Requirements" means a narrative that details the Statement of Work. It includes a full description of the services to be provided, specific eligibility requirements to be used in determining who can be served, concrete objectives that are to be accomplished, and any other requirements that affect how the program will operate.

"Modification of Standard Contract" means a request made to change the contents of the published Standard Contract by a departmental entity utilizing the document. Requests to make such modifications are to be made on a limited, case-by-case basis. All requests to modify the Standard Contract must be routed from the Office of Primary Responsibility to Contract Administration for approval, then to the Office of the General Counsel for their approval. No Standard Contract is to be modified without prior written approval from Contract Administration. Any approvals granted applies only during the life of the Standard Contract that was modified.

"Multiple-Year Contract" means a contract period that exceeds 12 months. Multiple-year contracts shall be dependent upon satisfactory performance evaluations by the department and may be written for "exempt" and competitively bid contracts. Six years is the maximum amount of years for which one contract can be written. Specific language shall be included in the original contract stating: "...this is a multiple-year contract for \_\_\_\_\_\_ years."

SECTION 3



- "MyFloridaMarketPlace" means the web-based eProcurement system. This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides a user-friendly Internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically.
- "Notice of Award" means a purchase order or other written notice that identifies the vendor chosen by the Department as the one to be awarded vendor that offered the lowest or best offer for contractual services sought. See Section VII.E.3.b.(10) for more information.
- "Notice of Intent to Submit Proposal" means a response from the prospective offeror indicating interest in a Request for Proposal.
- "Offeror" means an individual, organization, or entity submitting or intending to submit competitive bids, proposals, or replies (Requests for Proposal, Invitations to Bid, and Invitations to Negotiate) to the department pursuant to Section 287.057, Florida Statutes.
- "Offerors' Conference" means a meeting held by the department with interested offerors to answer questions concerning a Request for Proposal, Invitation to Negotiate, or Invitation to Bid.
- "Office of Primary Responsibility" means the office that has the principal responsibility for the operation of a program or document related to that program. Responsibilities include distribution, maintenance, revision, approval, and modifications of all Attachment I's and Program-Specific Model Attachment I's within that office. An Office of Primary Responsibility is not necessarily a program office; it is a general term that could describe any office. For example, the Division of Administration, Bureau of Finance and Accounting, Office of Contract Administration, is the Office of Primary Responsibility for the Standard Contract.
- "Operating Capital Outlay (OCO)" means all equipment, furniture, and other tangible personal property of a non-consumable nature, the value or cost of which is \$1,000 or more, (e.g. all hardbound books with a life expectancy of one year or more, the cost of which is \$250 or more). Other Capital Outlay purchases must be approved by the delegated authority.
- "OSD" means the Office of Supplier Diversity. OSD web is http://mbaao.fdles.state.fl.us/
- "Performance-Based Contract" means a contract that contains quantitative or qualitative indicators (performance measures) used to assess a provider's performance against a specified level of performance of an output or outcome (performance

standard). Examples of performance measures include: improved scores on achievement tests, increased level of function or ability, increased quality of water, and reduced requirements for subsequent services. Examples of performance standards include: a target number of clients to be served (output), a target number of activities completed on time (output), and a 10% increase in the level of function or ability of the client served (outcome).

"PRIDE" means the not-for-profit corporation authorized by Chapter 946, of the Florida Statutes, to lease and manage the correctional work programs of the Florida Department of Corrections, and to sell Commodities and Services. <a href="http://www.peol.com/">http://www.peol.com/</a>

"**Product**" means any deliverable under the Contract, which may include commodities, services, technology or software.

"Proposal Deadlines" see Schedule of Events and Deadlines.

"Proposer" means the person submitting a reply to a solicitation.

"**Project Manager**" means the designated person in the Department who is specifically responsible for enforcing performance of the contract terms and conditions, serves as a liaison with the contractor, and ensuring that the contractual terms have been complied with prior to processing the invoice for payment. The contract manager's responsibilities are detailed in Section 6

"**Protest Bond Form**" (PURCHASE 7062). The form submitted to the contact person with a bond when a protest is filed.

"**Protest**" means a formal objection by any person or firm who has been adversely affected by a decision or intended decision concerning a bid solicitation or by a notice of contract award. An official protest must be submitted in writing within the time frame prescribed by Chapter 120, Florida Statutes.

"**Provider**" means an organization or individual providing services or commodities to the department in accordance with the terms of a contract. This term is also known as Contractor.

"Public Entity Crime" means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with any agency or political subdivision of any other state in the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation (Section 287.133(1)(g), Florida Statutes).



"Purchase" means an acquisition made by contracting in any manner for goods or services. All such contracts shall be in writing.

"Purchase Order" means the formal order issued through MFMP, prior to the procurement of good or service, in response to an approved purchase requisition. This is legal document authorizing a purchase and payment for a commodity or service. When the vendor accepts the order a valid contract exists. Purchases made prior to the issuance of a purchase order are unauthorized and, therefore, not binding on the agency. Unauthorized purchases may result in the requestor being held responsible for payment or subject to disciplinary action.

"Purchasing Threshold Categories" means the Categories related to specific dollar amounts established by Section 287.017, Florida Statutes. Currently, the established threshold categories are:

 Category One:
 \$15,000

 Category Two:
 \$25,000

 Category Three:
 \$50,000

 Category Four:
 \$150,000

 Category Five:
 \$250,000

"Purchase Requisition" means an electronic form used by all the Department of Management Services Program Areas within the MyFloridaMarketPlace to identify desired commodities/services and provide authorization to the Departmental Purchasing Office to procure commodities/services in accordance with applicable laws, rules and procedures.

"Rate Contract" means a contract between the department and an individual or an organization that establishes a rate of payment for a specified unit of service.

"Regulated Exemptions" means those services that are not subject to the competitive sealed bid requirements of Section 287.057, Florida Statutes, but are subject to all other provisions of Chapter 287, F.S., and laws relating to the Chief Financial Officer's authority to audit expenditures for contractual services.

"Renewal" means contracting for the same services with the same provider for an additional contract period after the initial contract period, **only** if the contract has terms specifically authorizing for renewal. Except for emergency or single source procurements, a renewal may be used in any contract for services or commodities. A competitively bid contract cannot be renewed unless there was a renewal provision in



the Request for Proposal, Invitation to Bid or Invitation to Negotiate (Section 287.012(20), Florida Statutes).

"Response" or "Reply" means the offer extended to the Department in response to a solicitation.

"Request for Proposals" a written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated pursuant to Section 287.012 (22), Florida Statutes. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the commodity, group of commodities or contractual services is required and when the agency is requesting that a qualified offeror propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. A request for proposal includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria. Requests for proposals will state the relative importance of price and any other evaluation criteria.

"Request for Proposal Evaluation Sheet" means the plan prepared by the department and included in the Request for Proposal for evaluating proposals and bids submitted for consideration for a proposed contract. The evaluation sheet must identify the most important aspects of the Request for Proposal and contain a methodology for evaluating and comparing the bids. "Responsive Bid or Responsive Proposal" a bid or proposal submitted by a responsive, and responsible or qualified, bidder or offeror which conforms in all material respects to the invitation to bid or request for proposals.

"Responsible Offeror or Proposer" means one who is capable of providing the services as outlined in the Request for Proposal, Invitation to Bid, or Invitation to Negotiate.

"Responsive Bidder or Responsive Offeror" a person who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals.

"Responsive Offeror" means a person or company that submitted a proposal or bid that conforms in all material respects to the Request for Proposal, Invitation to Negotiate, or Invitation to Bid.

"Responsive Proposal" means a proposal submitted by a responsive and responsible qualified offeror that conforms in all material respects to the Request for Proposal, Invitation to Bid or Invitation to Negotiate (Section 287.012(25), Florida Statutes).



- "Request for Quote (RFQ)" means an electronic request using the eQuote capability within MyFloridaMarketPlace for pricing information from Vendors, pursuant to Section 287.012 (23), Florida Statutes.
- "RESPECT" means the central nonprofit agency of the State of Florida Commission for Purchase from the Blind or Other Severely Handicapped, pursuant to Sections 413.032-413.037, of the Florida Statutes. RESPECT works with nonprofit organizations in Florida that employ persons with disabilities in the production of Commodities and Services, which are purchased by Eligible Users. http://www.state.fl.us/respect/
- "Schedule of Events and Deadlines" means a document listing dates and times of all relevant events and deadlines for Requests for Proposal, Invitations to Bid, and Invitations to Negotiate.
- "Selection Team" means a group of at least three persons appointed by the agency head who have knowledge and experience in the program area and service requirements for which contractual services are sought. The selection team is designated by the contract signer to review and evaluate the bids/ proposals submitted. All selection team members must complete a Conflict of Interest Form.
- "Signature Authority" means only authorized individuals can approve a Requisition and/or Change Order. All authorized individuals shall have an approved Authorization on file with the Central Purchasing Office.
- "Single Source" a single source purchase is the purchase of a commodity or contractual service that is available from only one source, pursuant to Section 287.057 (5)(c), Florida Statutes.
- "Small Purchase" means a commodity or service with a cost to the department less than the threshold amount for Category Two.
- "SNAPS II" means an acronym for Statewide Negotiated Agreement Price Schedules, which are agreements for Commodities and Services negotiated by State Purchasing. Eligible Users may make a single purchase up to Category II through these non-mandatory, non-exclusive agreements. Web address is <a href="http://fcn.state.fl.us/owa\_snaps/owa/snaps\_www.menu.power">http://fcn.state.fl.us/owa\_snaps/owa/snaps\_www.menu.power</a>
- **"Sourcing Tool"** means the Ariba Sourcing tool within MyFloridaMarketPlace which allows all State Agencies to advertise Bids and Exceptional purchases. It also provides automatic email notification of Bid advertisements, Addendums to Bids, and Exceptional purchases to be sent to Vendors. The Web address is <a href="https://sourcing.myfloridamarketplace.com/SSOIndex.jsp?awsso-cc=YXdzc29fcnU9aHR0cHM6Ly9zb3VyY2luZy5te-WZsb3JpZGFtYXJrZXRwbGFjZS5jb20vanNwL2VuL2xvZ2luL0xvZ2luLmpzcDthd3Nzb19sdT1odHRwczovL3NvdXJjaW5nLm15ZmxvcmlkYW1hcmtldHBsYWNlLmNvbS9zZXJ2bGV0cy9BcmliYS9hZC9jbGllbnRMb2dvdXQvU1NPQWN0"



<u>aW9uczthd3Nzb19hcD1zb3VyY2luZzthd3Nzb19hcmlkPTEwODk2NTQ0ODY3NDg%3D&awsso\_ap=sourcing&awsr=</u>true

"SPA" means the "State Purchasing Agreement" which will replace the SNAPS II Agreement. http://fcn.state.fl.us/owa\_snaps/owa/snaps\_www.menu.power

"State" means the State of Florida and its agencies and subdivisions.

"State Term Contract" means an indefinite quantity Contract established competitively or through Negotiation, and procured by the Department pursuant to Section 287.057, of the Florida Statutes, and used by Agencies and Eligible Users pursuant to Section 287.056, of the Florida Statutes. Web address is <a href="http://www.myflorida.com/myflorida/business/learn/statecontracts.html">http://www.myflorida.com/myflorida/business/learn/statecontracts.html</a>

"Statewide Purchasing Subsystem (SPURS)" means the automated purchasing subsystem of the Florida Financial Management Information System, required by Section 215.93 of the Florida Statues. This subsystem was developed by the Department of Management Services and shall be used for every regular Requisition and/or Purchase Order issued by the Department. The SPURS vendor file is the Department's official vendor file for procuring commodities and services under Chapter 287 the Florida Statutes. The **SPURS** User Manual http://www.myflorida.com/myflorida/business/learn/buypurchinfospursguide.html or call the SPURS Help Desk at 850-921-0997.

"Term Contract" means an indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract (Section 287.012(28), Florida Statutes).

"Trade Secrets" means the whole or any portion or phrase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operations of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The Trade Secrets clause is required to be included in Requests for Proposal, Invitations to Bid, and Invitations to Negotiate (Section 812.081(1)(c), Florida Statutes).

"Training Contract" means a contract developed to meet the training needs of the department or a contracted provider.

"Vendor" means a person who sells or offers to sell commodities or contractual services.

"Vendor Ombudsman" means advocate for providers who may be experiencing problems in obtaining timely payment(s) from the state agency. The Vendor Ombudsman is located within the Department of Financial Services.



"VBS" means the Vendor Bid System which allows all State Agencies to advertise Bids and Exceptional purchases on MyFlorida.com. It also provides automatic email notification of Bid advertisements, Addendums to Bids, and Exceptional purchases to be sent to Vendors. The Web address is <a href="http://fcn.state.fl.us/owa\_vbs/owa/vbs\_www.main\_menu">http://fcn.state.fl.us/owa\_vbs/owa/vbs\_www.main\_menu</a>

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