

EXECUTIVE OFFICE OF THE GOVERNOR

Request For Proposal

EOG RFP 269:

2010 Sunshine Census Integrated Public Awareness Campaign

PROPOSAL DEADLINE:

DECEMBER 14, 2009 4:00 P.M. (ET)

**Direct ALL Inquiries & Responses
to the Procurement Officer:**

Catherine Heth, Purchasing Director
Executive Office of the Governor
400 S. Monroe Street, Suite LL05
Tallahassee, FL 32399-0001
catherine.heth@myflorida.com
Fax: (850) 922-9002

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SECTION ONE

INTRODUCTORY MATERIALS

The State of Florida, Executive Office of the Governor (EOG) invites interested parties to submit sealed proposals in accordance with this solicitation document. The EOG seeks one or more responsive and responsible contractors to administer an integrated public awareness campaign for the 2010 U.S. Census as conducted in Florida. The census is a count of everyone living in the United States and is conducted by the federal government every 10 years as mandated by the United States Constitution. The goal of the EOG 2010 integrated public awareness campaign, the 2010 Sunshine Census, is to obtain an accurate count of all Floridians.

The following anticipated timeline applies to this solicitation:

November 17, 2009	Solicitation issued (Vendor Bid System)
November 30, 2009	Written questions due by 5:00 p.m. (ET)
December 2, 2009	Answers to Questions posted (Vendor Bid System)
December 14, 2009	Proposals due and opened at 4:00 pm (ET)
January 5, 2010	Anticipated Posting of Award (Vendor Bid System)
January, 2010	Effective Date of Contract (estimated)

In accordance with section 287.057(24), Florida Statutes, 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.

EOG Procurement Officer:

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Tallahassee, FL 32399-0001
catherine.heth@myflorida.com
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SECTION TWO

TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND INSTRUCTIONS

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2.01 Definitions: (See Sections Three and Four for additional definitions.)

- A. “Agency” and “EOG”** means the Executive Office of the Governor, including, but not limited to, the Office of Policy and Budget.
- B. “Award Category”** is the mechanism used in this solicitation to clarify the focus of the 2010 Sunshine Census integrated public awareness campaign. See Section 2.02B.
- C.** The terms **“bid,” “proposal”** and **“reply”** mean the offer extended to the EOG in response to this solicitation. The forms to accompany the bid, proposal or reply, if any, are included in this solicitation.
- D. “Contract”** means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the EOG and the Successful Respondent for each Award Category.

- E. “Contract Administrator”** means the EOG employee primarily responsible for administratively maintaining this Contract. As of the RFP release date, the Contract Administrator is Ms. Dawn Hanson, EOG Director of Administrative Services. The Agency may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to the Contractor. Any communication to the EOG relating to the reply shall be addressed to the Procurement Officer or the Contract Administrator.
- F. “Contract Manager”** means the EOG employee primarily responsible for overseeing the Contractor’s performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently Mr. Jerry McDaniel, Director, Governor’s Office of Policy and Budget. The Contract Manager may delegate in writing day-to-day monitoring and coordination activities to one or more EOG employees as necessary without an amendment to the Contract. The EOG may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the EOG relating to the Contract shall be addressed to the Contract Manager or his designee.
- G. “Contractor”** means the Successful Respondent for each specific Award Category who will enter into the Contract with the EOG and shall be a legal entity evidenced by a written instrument i.e., articles of incorporation, joint venture agreement, partnership agreement.
- H. “Partnership(s)” or “Partner (s)”** means an unpaid working relationship with an organization that is a “trusted voice”¹ with the targeted Award Category. Partners may include but are not limited to, faith-based groups, community organizations, elected officials, grassroots and ethnic organizations
- I. “Region(s)”** for the purposes of this solicitation, are defined as identified by Enterprise Florida² and listed in Attachment A.
- J. “State”** means the State of Florida and its agencies.

2.02 Purpose and Objectives:

- A. Purpose and Objectives:** The purpose of RFP 269 is to competitively solicit proposals from qualified entities to implement and administer components of the 2010 Sunshine Census integrated public awareness campaign. The Award Categories identified in Section 2.02B are components of the 2010 Sunshine Census integrated public awareness campaign.
- B. Award Categories:** The EOG intends to contract with a Successful Respondent for each of following 12 Award Categories.

¹ As used in the U.S. Census Bureau’s 2010 Integrated Communications Campaign Plan, http://2010.census.gov/partners/pdf/2010_ICC_Plan_Final_Edited.pdf

² <http://www.eflorida.com/floridasregionsSubpage.aspx?id=238>

I) American Indian

One statewide Contractor targeting the American Indian population in Florida, including, but not limited to, the following subgroups:

- a. The Creek Indian Tribe
- b. The Miccosukee Tribe
- c. The Seminole Tribe

II) Asian-American and Pacific Islander

One statewide Contractor targeting the Asian-American and Pacific Islander population in Florida, including, but not limited to, the following Cultural groups:

- a. Asian Indian
- b. Chinese
- c. Filipino
- d. Japanese
- e. Korean
- f. Vietnamese

III) Black, including African-American and Caribbean-American

One Contractor targeting the Black population, including African-American and Caribbean-American populations, in the following regions:

- a. Southeast Florida
- b. South Central Florida
- c. Southwest Florida

IV) Black, including African-American and Caribbean-American

One Contractor targeting the Black population, including African-American and Caribbean-American populations, in the following regions:

- a. East Central Florida
- b. Northeast Florida
- c. North Central Florida
- d. Northwest Florida
- e. Tampa Bay Area

V) College and University Students

One statewide Contractor targeting College and University Students in Florida, including, but not limited to, the following subgroups:

- a. Community College students
- b. Independent College and University students
- c. State University System students

VI) Disabled Persons, including Disabled Veterans

One statewide Contractor targeting Disabled Persons, including Disabled Veterans in Florida, including, but not limited to, the following subgroups:

- a. Persons with visual impairments
- b. Persons with hearing impairments
- c. Elders with disabilities
- d. Persons with intellectual disabilities

VII) Hispanic American

One Contractor targeting the Hispanic American population in the following regions:

- a. Southeast Florida
- b. South Central Florida
- c. Southwest Florida

VIII) Hispanic American

One Contractor targeting the Hispanic American population in the following regions:

- a. East Central Florida
- b. Northeast Florida
- c. North Central Florida
- d. Northwest Florida
- e. Tampa Bay Area

IX) Homeless Persons, including Homeless Veterans

One statewide Contractor targeting Homeless persons, including Homeless Veterans in Florida.

X) Part-time Florida Residents

One statewide Contractor targeting Part-time Florida Residents, including but not limited to, the following subgroups:

- a. Older adults and retirees
- b. Seasonal Employment

XI) Migrant Farm Workers

One statewide Contractor targeting the Migrant Farm Worker population in Florida, including, but not limited to, the following specific counties with potentially large Migrant Farm Worker populations. See list of Suggested References, Attachment B, for further information.

- | | |
|------------|--------------|
| a. Alachua | d. Hardee |
| b. Collier | e. Hendry |
| c. De Soto | f. Highlands |

g. Hillsborough
h. Indian River
i. Lake
j. Lee
k. Manatee
l. Martin
m. Miami-Dade

n. Orange
o. Osceola
p. Palm Beach
q. Pasco
r. Polk
s. St. Lucie
t. Volusia

XII) Rural Counties and Rural Areas of Critical Economic Concern

One statewide Contractor targeting counties and cities pursuant to section 288.0656, Florida Statutes. See Attachment C for the list of Rural Economic Development Initiative counties and Rural Areas of Critical Economic Concern.

2.03 Scope of Work:

The 2010 Sunshine Census integrated public awareness campaign for each Award Category will have a multi-pronged strategy with simultaneous and coordinated rollout of grassroots outreach, integrated public relations and media services. Contractors will coordinate with the Contract Manager for the EOG's review and prior approval for all services.

The EOG anticipates contracting with a Successful Respondent for each Award Category defined in Section 2.02. This solicitation document is written to allow and encourage flexibility in proposing a creative, efficient and cost-effective plan to implement and administer the 2010 Sunshine Census integrated public awareness campaign through the specific Award Categories. Respondents are encouraged to creatively augment the services and maximize the available dollars.

The Successful Respondent for each Award Category will finalize and implement an educational and informative integrated public awareness campaign. Within 14 days from contract execution, the Successful Respondents will submit to the EOG for review and prior approval the implementation plan of the specific Award Category as outlined below.

Note that the timeline of the 2010 Sunshine Census integrated public awareness campaign will begin immediately upon contract execution through August 1, 2010.

A. Award Category Infrastructure & Administration:

- 1) The Contractor of each Award Category shall implement and maintain administrative infrastructure and procedures, subject to on-going EOG prior approval. The Contractor will be responsible for developing procedures to determine eligibility of prospective Partners. The Contractor will be responsible for maintaining the Partnerships already established. The Contractor will identify how Partners will communicate and interact to ensure the 2010 Sunshine Census message is received by the targeted Award Category.

- 2) The Award Category infrastructure shall incorporate mechanisms which allow flexibility to shift resources and adjust strategy as directed by the EOG.
- 3) Contractor shall establish an implementation plan for the specific Award Category, which includes but is not limited to:
 - a) timeline of activities and services
 - b) grassroots outreach support
 - c) media services that maximize dollars invested

B. Award Category Outreach Message: The Successful Respondents will create a “surround sound”³ of positive messages about the 2010 Sunshine Census for the specific Award Category. The 2010 Sunshine Census will use the official U.S. Census Bureau advertising message content. The Successful Respondents will customize to effectively reach the specific Award Category. The Contractor will be required to assume full responsibility for all services performed or produced by it and any Partners or Subcontractors. The EOG will consider the Contractor for each Award Category to be the sole point of contact.

C. Award Category Staffing and Communication: The EOG will require continual contact with the Contractor of each Award Category during the life of the Contract. The Contractor will be required to designate a point person able to provide the EOG with verbal updates as needed. Weekly communication between the EOG and the Contractor will be crucial to the successful performance and delivery of the services. At a minimum, the EOG expects the Contractor to provide the following organizational and communication levels.

- 1) Primary Project Administrator: Contractor shall assign a staff person to operate as the Primary Project Administrator able to dedicate significant time each week to the project. The Project Administrator will be a full-time employee of the Successful Respondent and will maintain an executive position (e.g., Director, Senior Vice-President, or Vice-President). The proposed individual must have at least five years experience in managing an integrated public awareness campaign. The five years may include an assisting secondary role. However, the person identified must have provided services for a minimum of two years in a lead role of a project similar in size and scope to the services sought by this solicitation.
- 2) Secondary Project Administrator: Contractor shall also assign a Secondary Project Administrator to provide continuity of services if the Primary Project Administrator is no longer able to dedicate the necessary time to the project or leaves the firm. The Secondary Project Administrator shall also be a full-time employee of the Successful Respondent and in an executive-level position such as a Director, Senior Vice-

³ As used in the U.S. Census Bureau’s 2010 Integrated Communications Campaign Plan, http://2010.census.gov/partners/pdf/2010_ICC_Plan_Final_Edited.pdf

President, or Vice-President. The proposed individual must have comparable experience and background with at least three years experience in managing an integrated public awareness campaign. The three years may include an assisting secondary role. However, the person identified must have provided services for a minimum of one year in a lead role of a project similar in size and scope to the services sought by this solicitation. The Secondary Project Administrator must be continually informed of the progress and direction of the project and capable of assuming the role of Primary Project Administrator but only with prior written approval of the EOG.

- 3) Project Staffing: Contractor shall adequately staff the project to provide a creative, efficient and cost-effective mix of educational and informative grassroots outreach, public relations and media services. The Contractor shall provide the services described in this RFP document by primarily utilizing directly employed staff. Subcontractors may be utilized as necessary with EOG prior approval. The Primary and Secondary Project Administrators must be full-time Contractor employees. The Contractor shall have a publicly accessible facility in the State of Florida with standard and customary office access including by answered telephone during normal business hours, monitored email and other electronic access.
- 4) Reassignment: Prior to diverting or reassigning any of the proposed employees or subcontractors, the Contractor shall notify the EOG and obtain written prior approval of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The EOG, at its option, may agree to accept personnel of equal or superior qualifications in the event the circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only with consultation and prior approval by the EOG. Failure to obtain prior written approval from the EOG may result in the Contract Manager not accepting and approving services for payment and may be considered a material breach of contract.
- 5) Project Subcontractors: Subcontractors may be utilized as necessary with EOG prior written approval. The Respondent is encouraged to use small businesses, including minority, women and service-disabled veteran-owned businesses as subcontractors. The Respondent is encouraged to utilize subcontractors that maximize dollars. The Contractor will be required to assume full responsibility for all services performed or produced by it and its subcontractors. The EOG will consider the Contractor for each Award Category to be the sole point of contact and responsible for all contractual matters, including invoicing and payment of any and all charges resulting from the Contract. Replacement or reassignment of subcontractors will be handled the same as direct employees. All payments shall be made to the Contractor and under no circumstances shall the EOG make payments to any subcontractor. The Contractor shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, projects and activities whether directly performed or by subcontract.

D. Award Category Progress and Compliance: Open communication is necessary for success in implementing the 2010 Sunshine Census integrated public awareness campaign. At a minimum, the Successful Respondents shall submit weekly interim progress reports and one final report. A mixture of informal and formal communication methods may be proposed. The format of all reports, including the interim progress reports, must be defined in the Proposal subject to the EOG acceptance. Each report, regardless of the reporting time period, will provide an analysis of activities performed, cumulative progress, and anticipated goals for the following months.

- 1) Successful Respondents shall keep a daily log of contacts and the current status to be made available to the EOG upon request.
- 2) Successful Respondents shall submit weekly progress reports to the EOG providing detailed information on the progress made and services provided. The weekly progress report shall include, but not be limited to:
 - a) A description of progress toward scheduled deliverables
 - b) Additional Partnerships made (if any)
 - c) The current status of grassroots outreach, integrated public relations and media services.
- 3) Successful Respondents shall submit a final report due by August 1, 2010. The final report shall be provided to the Contract Manager and will include, but is not limited to, the following information:
 - a) The strategy of the 2010 Sunshine Census integrated public awareness campaign that was used to reach the targeted Award Category.
 - b) The role each Partner and Subcontractor played in the implementation of the 2010 Sunshine Census integrated public awareness campaign in the specific Award Category and a profile of each organization.
 - c) First-hand feedback from the targeted Subgroups, Cultural groups or Regions in the specific Award Category.
 - d) Inventory of all public awareness, media, and informative grassroots activities that took place during the 2010 Sunshine Census integrated public awareness campaign in the specific Award Category, including data or estimates showing success.

E. Cost Proposal/Deliverables and Payment Schedule Form: The contracts resulting from this solicitation will be based on the Cost Proposal/Deliverables and Payment Schedule Form (See Attachment D). The Respondent must provide a Cost Proposal/Deliverables and Payment Schedule Form for each Award Category proposed. Respondents shall propose a fixed billable amount for each Scope of Work element and task in the completed Cost Proposal/Deliverables and Payment Schedule Form for the contract term. The payments to the Contractor will be indexed to the tasks, associated timeframe, and proposed billable amount within each deliverable contingent upon satisfactory completion and the EOG acceptance. Failure to submit the

completed form for each Award Category sought will render a proposal non-responsive. See section 2.07, Tab C2 for details.

2.04 Questions/Procurement Officer: Respondents shall address all questions in writing regarding this solicitation to the Procurement Officer, based on the timeline and information identified in Section One, Introductory Materials. The EOG shall not be bound by any oral information or by any written information not contained within the solicitation document(s) formally noticed and issued by the Procurement Officer, or ultimately included in the Contract. Questions to the Procurement Officer shall not constitute formal protest of the specifications or of the solicitation, a process that is addressed in Section Three, State of Florida General Instructions to Respondents, paragraph 20.

Section 287.057 (24), F.S. states, “Each solicitation for the procurement of commodities or contractual services shall include the following provision: ‘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.’”

2.05 Amendments to the Solicitation Documents: The EOG shall post amendments to the solicitation documents on the Florida Vendor Bid System (VBS) at <http://vbs.myflorida.com> under the posted solicitation number. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.06 Proposal Format: Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to provide the services sought by the solicitation. Excessive information may operate to a Respondent’s disadvantage. When responding to specific questions, please reprint each question in its entirety before the answer or response. Additional informational materials, brochures, etc. must be expressly incorporated into the proposal. The physical proposal should not exceed standard letter size, bound with a durable cover and consisting of the sections as listed in Section 2.07.

2.07 Proposal Structure and Content: In order to be determined responsive, the proposal must contain the documents required by this section and meet the minimum requirements of this solicitation document. The Respondents must review and account for the required terms and conditions contained in the solicitation documents. The EOG reserves the right to waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which are not prejudicial to other respondents. The EOG reserves the right to allow a reasonably brief amount of time for a Respondent to remedy a technical or clerical oversight after the submission deadline but before evaluation. Any proposal determined to be non-responsive will be disqualified and not evaluated. Alternate proposals are not permitted. The EOG reserves the right to reject any and all proposals, if the EOG determines such action is in the best interest of the State. The following are the required proposal sections:

Tab A: Transmittal & Organizational Documents: Tab A must include the following minimum requirements:

- 1) Executive Summary: Clearly state the Award Category or Categories proposed and provide an executive summary of the proposal. This summary shall clearly state the lead Respondent, the name, title, and telephone number of the official contact person authorized to bind the Respondent and the same information for the Respondent's alternate contact.
- 2) Respondent Certification Form (Attachment E): The certification form must be submitted with an original signature by the official authorized to bind the Respondent to the terms and conditions of this solicitation. Failure to include the Certification Form with an original signature may result in the proposal being determined non-responsive.

Tab B: Qualifications and Experience:

- 1) Profile: Respondent shall include evidence of its capability to provide the services by describing its organizational background and experience as it relates to the project expectations described in this solicitation. The proposal shall include, at a minimum:
 - a) An organizational chart and a detailed description of the Respondent's organizational structure, location of the center of operations, history, legal structure, ownership, affiliations, and certification(s). Such a chart should indicate how the functions of the 2010 Sunshine Census integrated public awareness campaign for the specific Award Category will fit into the structure.
 - b) A synopsis of the Respondent's qualifications, indicating its abilities to manage and complete the proposed project.
 - c) Proof of Partnerships already established. Provide completed Proof of Partnership Forms, Attachment F or similar documentation.
- 2) Staff Qualifications and Experience: Specify the roles, responsibilities, and assignments each professional position will assume in the design and implementation of the project being requested in this RFP. The Respondent must identify and provide a professional resumé for as many key professional staff as possible that will be assigned to this project. The identity and professional resumés of the Primary and Secondary Project Administrators as described in Section 2.03 must be included. The professional resumés must provide information on the experience of each person that is relevant to the specific services requested in this RFP. Qualifications of personnel can only be presented as part of the respondent's proposal for individuals who are currently employed by the respondent, not individuals the respondent proposes to hire if they are awarded a contract.

3) History and Experience: Provide at least three separate and verifiable examples of similar services performed by the Respondent. Such examples should be of comparable size and scope to the services outlined in this solicitation. Indicate the extent and timeline of the services, active service dates, the identity of the clients, and the name and telephone number of the principal contact. Cite any important similarities or differences between the services sought by this RFP and previous projects. The EOG will select two of the three listed projects at its discretion to contact for reference evaluations. References must be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The EOG will attempt to contact each reference selected by telephone up to four times in order to complete the Reference Evaluation Questionnaire, Attachment G. The EOG will complete the form and submit to the independent evaluators for use during proposal review. In the event the principal contact cannot be reached following four attempts, the respondent will be scored “unsatisfactory” for that reference evaluation. The EOG is not required to correct incorrectly supplied information.

Tab C: General Strategy, Methodology, Deliverables and Payment Schedule:

- 1) Strategy and Approach: The proposed strategy, methodology and approach should describe how the Respondent will successfully perform, in the most expedient manner possible, each element of service outlined in Section 2.03 for the proposed Award Category. The information under this tab should be in sufficient detail and clarity to demonstrate the Respondent’s thorough understanding of the type of services requested in this solicitation. The Respondent should state the specific resources proposed to be dedicated to the project. This should include the weekly time allocation of the Primary and Secondary Project Administrators.
- 2) Cost Proposal/Deliverables and Payment Schedule: Respondent must submit a completed Cost Proposal/Deliverable and Payment Schedule Form, clearly stating the Award Category (See Attachment D). In the Form, Respondent must provide any additional proposed deliverables, the anticipated implementation tasks for all deliverables, a proposed timeframe, corresponding billable amounts, and the total billable amount for the services outlined in this solicitation. The proposed Cost Proposal/Deliverables and Payment Schedule Form combined with Respondent’s strategy and approach description will establish the Respondent’s proposed priorities for evaluation. The priorities of the Cost Proposal/Deliverables and Payment Schedule Form will be evaluated for consistency with the goals outlined in this solicitation document.

The Cost Proposal/Deliverable and Payment Schedule Form is organized as follows:

- a) Media Products and Services
- b) Grassroots Outreach
- c) Other Awareness Activities and Materials
- d) Final Report

The proposed Cost Proposal/Deliverables and Payment Schedule Form must clearly identify and define the milestones or tasks for each deliverable with the corresponding billable amount. The Contractor and the EOG will agree upon the specific schedule, timeframe, and billable amount for each deliverable, including, but not limited to, those outlined in this solicitation document. The Successful Respondent in each Award Category shall provide 5% of the total billable amount for the Final Report. The EOG reserves the right to request further detail or clarification of tasks in the best interest of the EOG, project objectives and the goals. The Contractor shall indicate the total billable amount in the space indicated on the Form.

The EOG will not base payment(s) upon hourly, “progress made” or level of effort. Payments will be made based on services delivered and accepted. Travel or other itemized expenses will not be separately reimbursed. Contractor(s) must submit detailed invoices for review with supporting documentation as appropriate for the type of deliverable. For example, payments for print advertisements must include tear sheets or publication affidavits. The Contractor may not bill the EOG more frequently than once a month. The Contract Manager will review within ten working days of receipt of the Contractor’s invoice(s) for accuracy and receipt of the identified deliverable or services. The EOG will issue payment(s) upon acceptance of required reports, services and invoices by the Contract Manager in compliance with applicable Florida Statutes and the rules and requirements of the Florida Chief Financial Officer (CFO). The Florida CFO guidelines include, but are not limited to, the Florida Department of Financial Services’ Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. State of Florida funds may not be used for certain types of expenditures including promotional items, food or refreshments, etc. unless specifically provided for by law. Payment will be made pursuant to Chapter 215.442, Florida Statutes.

The estimated budget for the integrated public awareness campaign portion of the 2010 Sunshine Census Initiative is \$2,110,000. The following percentages reflect the maximum amounts anticipated to be available for each Award Category. All amounts are subject to the availability of funds, legislative appropriations, statutory changes, and further conditioned upon satisfactory performance of all duties and obligations as determined by the EOG. In the event of a state revenue shortfall, the total funding may be reduced accordingly. The EOG shall be the final determiner of the availability of any funds.

Award Categories:

- I) American Indian: 4%**
- II) Asian-American and Pacific Islander: 5%**
- III) Black, including African-American and Caribbean-American (Section 2.02 B3 states the Regions): 10%**
- IV) Black, including African-American and Caribbean-American (Section 2.02 B4 states the Regions): 10%**
- V) College and University Students: 10%**

- VI) Disabled Persons, including Disabled Veterans: 6%**
- VII) Hispanic American (Section 2.02 B7 states the Regions): 20%**
- VIII) Hispanic American (Section 2.02 B8 states the Regions): 10%**
- IX) Homeless Persons, including Homeless Veterans: 4%**
- X) Migrant Farm Workers: 4%**
- XI) Part-time Florida Residents: 7%**
- XII) Rural Counties and Rural Areas of Critical Economic Concern: 10%**

- 3) **Subcontractors:** Identify by name any subcontractor and describe in detail their specific roles identified and cross-referenced in the Cost Proposal/Deliverables and Payment Schedule Form. Such information must be provided in the Subcontractor Identification Form (See Attachment H). The Respondent is encouraged to use small businesses, including minority, women and service-disabled veteran-owned businesses as subcontractors as well as subcontractors who will maximize the dollars invested. The ultimate responsibility for the successful completion of services shall remain with the Contractor in each Award Category. All payments shall be made to the Contractor and under no circumstances shall the EOG make payments to or be liable to any subcontractor. The Contractor shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, projects and activities whether directly performed or by subcontract. All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor which the respondent intends to utilize and for which the respondent has identified the qualifications and experience of in their proposal. The written documentation shall be a written agreement to provide services to the respondent's company. Failure to submit a letter of commitment for an intended subcontractor identified in the proposal shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.
- 4) **Reports:** The format and frequency of all reports, formal and interim progress reports must be defined in the Proposal subject to the EOG acceptance. The EOG reserves the right to modify report formats during the course of the project. The Successful Respondents shall describe how it will ensure required information and reports are submitted to the EOG as required in 2.03. The description shall include, at a minimum:
 - a) The respondent's technical ability and plan for compiling information and submitting the required reports to the EOG;
 - b) How the respondent will track the information requested in 2.03; and
 - c) How the respondent will monitor and evaluate the overall success of the project.

Tab D: Other Information: Include any other information deemed relevant or necessary for the proposal, but not applicable to any of the required parts or sections of the proposal, including the Drug Free Workplace Certificate (Attachment I) if appropriate. If a Respondent includes a

publication or other document to provide required or additional information, a specific reference to the location of the publication and the relevant page or pages must be given in the proposal. If the publication is not specifically referenced in the proposal appropriately, it will not be considered. Any additional materials must be included with the original technical proposal in the same required quantities.

2.08 Scoring and Evaluation:

- A. Determination of Responsiveness:** Proposals submitted for this solicitation will be initially reviewed to determine responsiveness. Each Award Category will be evaluated individually. Proposals failing to comply with these minimum requirements will not be considered for evaluation for that Award Category. A proposal may be deemed non-responsive if (a) it is not in conformance with the requirements and instructions contained herein; (b) it fails to utilize or to complete prescribed forms; (c) it does not comply with the specified receipt location or deadlines, or (d) respondent fails to resolve a minor irregularity within the prescribed timeframe. A non-responsive proposal will not be evaluated or considered. A proposal may be deemed non-responsive to a specific Award Category but will not be automatically deemed non-responsive for other Award Categories.
- B. Proposal Scoring and Evaluation:** The EOG shall evaluate responsive proposals for each Award Category and score them on a scale of 1 to 100 using the following criteria (weight noted parenthetically). The EOG will score the cost using a completed Cost Proposal/Deliverable and Payment Schedule Form, clearly stating the proposed Award Category. At least three independent evaluators will score the responsive proposals. The independent scores of each evaluator will be combined with the Award Category cost score and tabulated by the Procurement Officer. The final averaged scores will be posted by the Procurement Officer. The EOG anticipates awarding one Contract per Award Category (if any award is made) to the Respondent with the highest final averaged score for each Award Category.
- 1) Award Category Cost (20 points): The estimated budget for the integrated public awareness campaign portion of the 2010 Sunshine Census Initiative is \$2,110,000. The estimated available funding per Award Category is stated in Section 2.07, Tab C2. However, Respondents may be able to design and implement an integrated public awareness campaign for the specific Award Category with less funding from the EOG. The Respondent offering the lowest financial obligation to the EOG comparative to other Respondents in the same Award Category will receive 20 points. All other Respondents to the same Award Category will receive points based on the following calculation:

$$(\text{Lowest cost/Respondent's cost}) \times 20 = \text{Price Points}$$

- 2) Evaluation of Content in Tab B (30 points): Independent evaluators will consider the following questions when reviewing Tab B. These questions are intended as a general framework and not intended to be exhaustive.

- How clearly does the proposal tie the organization's location, center of operations, size and history to the requirements of Section 2.03?
- To what extent does the proposed infrastructure provide the flexibility for implementing an integrated public awareness campaign within the proposed Award Category?
- To what extent does the organization exhibit evidence, i.e. resumé and experience of key personnel qualified to implement and administer the proposed project?
- How well does the proposal describe the organization's senior staff and organizational resources needed to meet the requirements of the project?
- To what extent does the experience of the organization in similar projects reflect the ability of the organization to successfully implement the project in this solicitation?
- Does the proposal include satisfactory references as indicated by the completed Reference Evaluation Questionnaire (Attachment G)?
- To what extent does the proposal provide detail to assure that project timeline will be met and within the budget?
- To what extent do the Partnerships already established assist in reaching the targeted Award Category?

3) Evaluation of Content in Tab C (50 points): Evaluators will consider the following questions when reviewing Tab C. These questions are intended as a general framework and not intended to be exhaustive.

- To what extent does the proposed Strategy and Approach provide a sound method to accomplish the overall goals of the project?
- To what extent does the Strategy and Approach address each element of service requested in this solicitation with creativity and effectiveness?
- Does the Strategy and Approach allow for immediate implementation of the integrated public awareness campaign upon contract execution?
- To what extent does the Respondent provide a detailed timeline for meeting the identified deliverables?
- To what extent does the proposal include methods to maximize funding and other resources?
- How appropriate is the proposed process for establishing and maintaining new Partnerships and effectively screening organizations to ensure their ability to reach the targeted Award Category?
- Does the proposal identify and name any subcontractors? If so, to what extent does the subcontractor's role assist in reaching the targeted Award Category?
- Does the proposal provide a workable reporting plan for providing weekly formal and informal progress monitoring?

2.09 Proposal Submittal: Proposals must be submitted in sealed envelopes/packages, the face referencing RFP number 269 with the date and time of the submittal deadline. Submit at least

one clearly marked ORIGINAL, five additional copies and one digital format (CD/DVD), preferably as PDF, of the proposal and all supplemental materials. Provide additional documents as applicable if Section 2.24 is invoked. Each Respondent is responsible for ensuring its proposal is received and delivered at the proper time and to the proper place. The EOG shall not consider late proposals. To be considered, SEALED PROPOSALS MUST BE RECEIVED BEFORE THE DATE AND TIME AT THE SPECIFIED LOCATION referenced in Section 1, Introductory Material of this solicitation document.

2.10 Special Accommodation: Any person requiring a special accommodation because of a disability should call the EOG Procurement Officer at (850) 488-4915 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact the EOG by using the Florida Relay Service at (800) 955-8771 (TDD).

2.11 Exceptions to Section Three PUR 1001 – General Instructions to Respondents: The EOG is not utilizing the MyFloridaMarketPlace sourcing tool for this solicitation, therefore, the following sections do not pertain to this solicitation:

- 3 – Electronic Submission of Proposals
- 5 – Questions

2.12 Disclosure of Proposal Contents: All documentation produced as part of this solicitation shall become the exclusive property of the EOG and may not be removed by the Respondent or its agents. All submitted proposals and materials shall become the property of the EOG and shall not be returned to Respondent.

2.13 Proposal Clarification Process: The EOG may request clarifications from Respondents for the purpose of resolving ambiguities or questioning information presented in the proposals. Clarifications may occur throughout the proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. The clarification responses shall be submitted to the EOG within the time stipulated at the occasion of the request. The EOG reserves the right to request any information deemed necessary for proper evaluation of proposals. In no case does the clarification or any other process permit revision or supplementation of the proposal after submission. Failure to provide requested information may result in rejection of the proposal.

2.14 Execution of Contract: The Contractor shall not furnish or deliver any services until a final agreement is reached between the parties. See Section Three, State of Florida General Instructions to Respondents, paragraph 17. The Contract shall conform to the terms, conditions and requirements set forth in this solicitation document.

2.15 Term of Contract: The Contracts resulting from this solicitation will be effective from approximately January 2010 to August 2010. Anticipated service delays with explanations must be communicated in writing to the Contract Manager as soon as identified for review by the EOG. The EOG's review and acceptance of delivery delays will not be unreasonably delayed or denied.

2.16 Ownership of Materials: Ownership of all data, documentary material, copy, creative, video, audio tapes and operating reports originated and prepared exclusively for the EOG pursuant to any Contract resulting from this RFP shall belong to the EOG. Third party proprietary software and related documentation shall be sublicensed to the EOG.

2.17 Patents, Copyrights and Trademarks: Any and all patents, copyrights or trademarks accruing under or in connection with the performance under this Contract are hereby exclusively reserved to the State of Florida consistent with the provisions of Chapter 286, Florida Statutes. All work created or prepared pursuant to this solicitation or performed under the Contract shall be considered “work made for hire.”

2.18 Reports: In addition to the reports described in Sections 2.03 and 2.07, the Contractor shall report on a quarterly basis its expenditures to subcontractors including small minority, women and service-disabled veteran-owned businesses. The report shall contain the names and addresses, the aggregate dollar figure disbursed for the quarter for each business; the time period and types of goods or services. If no expenditures were made to small minority, women and service-disabled veteran-owned businesses, the Contractor shall submit a statement to this effect.

2.19 Responsibilities of the EOG: The EOG shall provide coordination and a staff liaison with state agencies as necessary. In Section 2.01, the EOG designates a Contract Manager to provide the oversight of all activities performed by the Contractor.

2.20 Additions / Deletions: During the term of the Contract, the EOG shall have the right to add and delete services. Addition of items bid shall be at the bid price or at a lower current or agreed-upon price. Deletion of items bid shall be at the bid price. Addition of other items or services shall be upon mutual written agreement of both parties.

2.21 Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, Section 14.295, Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all applicable prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for Contract termination. The EOG will not pay for the cost of licenses or permits required by the selected contractor for company operations.

2.22 Performance Bond: The EOG reserves the right to require the Successful Respondent to furnish (without additional cost to the EOG) a performance bond issued by a surety company authorized to do business in Florida, a current letter of credit from an approved bank, or other approved collateral as a financial guarantee. Determination of the appropriateness and amount of any financial guarantee is at the sole discretion of the EOG. If required by the EOG, the financial guarantee must be furnished to the Contract Manager prior to the execution of the resulting Contract and commencement of any work under the Contract.

No payments will be made to the Contractor until the required financial guarantee is in place and approved by the EOG in writing. If a performance bond is required, it shall remain in effect for the full term of the resulting Contract. The EOG shall be named as the beneficiary of the Successful Respondent's bond.

2.23 Insurance: To the extent required by law, the Successful Respondent will be self-insured against, or will secure and maintain during the life of the Contract, Worker's Compensation insurance for all Contractor employees connected with the work of this project and, in case any work is subcontracted, the Successful Respondent shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under this Contract are covered by the Successful Respondent's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Successful Respondent under this Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Successful Respondent shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the EOG, for the protection of employees not otherwise protected.

The Successful Respondent shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract, whether such services and/or operations are by the Successful Respondent or anyone directly, or indirectly employed or subcontracted by the Contractor. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Successful Respondent's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the EOG's Contract Manager.

2.24 Public Records and Meetings:

- a) Respondent: If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be exempt from disclosure under Florida law, Respondent must provide the EOG with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall be clearly titled "Redacted Copy" and shall be provided to the EOG at the same time Respondent submits its response. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the EOG for any and all claims

arising from or relating to Respondent's determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the EOG is authorized to produce the entire document, data or records submitted by Respondent in answer to a public records request.

- b) Contractor: Under Chapters 119 and 286, Florida Statutes, an entity that acts on behalf of a governmental entity in the performance of its public duties may be subject to open meetings and public records laws. In accordance with section 287.058(1)(c), Florida Statutes, the EOG may unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

2.25 Certification of Drug-Free Workplace Program: The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug-free. Section 287.087, Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Respondent shall describe how it will address the implementation of a drug-free workplace in offering the items of bid. See Attachment I.

SECTION THREE
STATE OF FLORIDA
PUR 1001 - GENERAL INSTRUCTIONS TO RESPONDENTS

Contents

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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://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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.

SECTION FOUR
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 repurchase 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://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and

documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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.

ATTACHMENT A
FLORIDA REGIONS AS DEFINED BY ENTERPRISE FLORIDA

<http://www.eflorida.com/floridasregionsSubpage.aspx?id=238>

East Central Florida:

Brevard County
Lake County
Orange County
Osceola County
Seminole County
Sumter County
Volusia County

North Central Florida:

Alachua County
Bradford County
Columbia County
Dixie County
Gilchrist County
Hamilton County
Lafayette County
Levy County
Madison County
Marion County
Suwannee County
Taylor County
Union County

Northeast Florida:

Baker County
Clay County
Duval County
Flagler County
Nassau County
Putnam County
St. Johns County

Southeast Florida:

Broward County
Indian River County
Martin County
Miami-Dade County
Monroe County
Palm Beach County
St. Lucie County

Northwest Florida:

Bay County
Calhoun County
Escambia County
Franklin County
Gadsden County
Gulf County
Holmes County
Jackson County
Jefferson County
Leon County
Liberty County
Okaloosa County
Santa Rosa County
Wakulla County
Walton County
Washington County

South Central Florida:

DeSoto County
Glades County
Hardee County
Hendry County
Highlands County
Okeechobee County

Southwest Florida:

Charlotte County
Collier County
Lee County

Tampa Bay Area:

Citrus County
Hernando County
Hillsborough County
Manatee County
Pasco County
Pinellas County
Polk County
Sarasota County

ATTACHMENT B

SUGGESTED REFERENCES

For more information on Florida's 2010 Census and past decennial censuses:

- 1) www.census.gov, the U.S. Census Bureau's Web site
- 2) www.SunshineCensus2010.com, Governor Charlie Crist's 2010 Sunshine Census Web site.
- 3) http://2010.census.gov/2010census/pdf/TractLevelCensus2000Apr_2_09.pdf, detail of the Hard-to-Count census tracts in 2000.
- 4) http://2010.census.gov/2010census/pdf/2010_ICC_Plan_Final_Edited.pdf, U.S. Census Bureau's 2010 Census Integrated Marketing Communications Plan
- 5) http://www.usatoday.com/news/nation/census/2009-04-15-census_N.htm, 2010 Census Boycott, spearheaded by The National Coalition of Latino Clergy & Christian Leaders
- 6) Migrant and Seasonal Farm Worker Enumeration Profiles Study Florida, September 2000, prepared for the Migrant Health Program Bureau of Primary Health Care Health Resources and Services Administration, by Alice C. Larson, Ph.D. Larson Assistance Services.
- 7) Homeless Conditions in Florida, June 30, 2009, Annual Report, Florida Department of Children and Families, Office on Homelessness.

ATTACHMENT C
RURAL ECONOMIC DEVELOPMENT INITIATIVE COUNTIES
AND RURAL AREAS OF CRITICAL ECONOMIC CONCERN

Rural Economic Development Initiative
Counties¹

Baker
Bradford
Calhoun
Columbia
DeSoto
Dixie
Flagler
Franklin
Gadsden
Gilchrist
Glades
Gulf
Hamilton
Hardee
Hendry
Highlands
Holmes
Jackson
Jefferson
Lafayette
Levy
Liberty
Madison
Nassau
Okeechobee
Putnam
Suwannee
Taylor
Union
Wakulla
Walton
Washington

Rural Areas of Critical Economic Concern²

City of Belle Glade in Palm Beach County
City of Freeport in Walton County
City of Immokalee in Collier County
City of Pahokee in Palm Beach County
City of South Bay in Palm Beach County

² <http://www.leg.state.fl.us/statutes>
Section 288.0656, Florida Statutes

¹ <http://www.leg.state.fl.us/statutes>
Section 288.0656, Florida Statutes

ATTACHMENT D
COST PROPOSAL/DELIVERABLES & PAYMENT SCHEDULE FORM

AWARD CATEGORY: _____

AWARD CATEGORY ELEMENT Identify the planned tasks within each Scope of Work element	ASSIGNMENT i.e. Contractor, Partner or Subcontractor	TIMEFRAME	DELIVERABLE	BILLABLE AMOUNT
I. Media Products and Services _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
II. Grassroots Outreach _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
III. Other Awareness Activities and Materials _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
IV. Final Report-5% of total billable amount _____ _____	_____ _____	_____ _____	_____ _____	_____ _____
TOTAL BILLABLE AMOUNT for Award Category				_____

ATTACHMENT E
RESPONDENT CERTIFICATION FORM

I certify that this binding submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this solicitation for the Respondent and that the Respondent is in compliance with all requirements of the Request For Proposal, including, but not limited to, certification requirements. I certify that the scope of work as described in this solicitation document will be performed.

Authorized Signature

Date

Name

Title

Respondent/Organization Name

Address

City, State, Zip Code

Telephone and email address

ATTACHMENT F
PROOF OF PARTNERSHIP FORM

Partner Name:
Relationship with Subgroup(s), Cultural group(s), or Region(s) in proposed Award Category:
Public Awareness Outreach and Activities that will be performed by Partner:

By signing this agreement your organization agrees to Partner with the Contractor in an unpaid relationship to assist in reaching the Subgroup(s), Cultural group(s) or Region(s) that are identified in the proposed Award Category. As a Partner, your association, organization or other entity will be supportive of the “surround sound”¹ of positive messages for the 2010 Sunshine Census.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Phone: _____

E-mail: _____

¹ As used in the U.S. Census Bureau’s 2010 Integrated Communications Campaign Plan, http://2010.census.gov/partners/pdf/2010_ICC_Plan_Final_Edited.pdf

ATTACHMENT G
REFERENCE EVALUATION QUESTIONNAIRE

Proposer's Name: _____

Client's Name: _____

Contact Person: _____ Telephone: _____

Person Contacting Client: _____ Date: _____

1. Briefly describe the work the <<company name>> performed for your organization.

Score questions 2 through 7 using one of the following ratings:

S = Satisfactory Performance

U = Unsatisfactory Performance

2. How would you rate the <<company name>>'s quality of service? _____

3. How would you rate the <<company name>>'s responsiveness to any problems (technological or otherwise) that may have occurred? _____

4. How would you rate the accuracy and timeliness of submission of the <<company name>>'s reporting? _____

5. How would you rate the <<company name>>'s innovation and creativity in delivering services? _____

6. How would you rate the <<company name>>'s working relationship with program users? _____

7. How would you rate the <<company name>>'s capability to develop, implement and/or provide an integrated public awareness campaign? _____

8. Was the <<company name>> responsive to suggestions, comments, or modifications regarding the project? **Yes or No** _____

ATTACHMENT H

SUBCONTRACTOR IDENTIFICATION FORM

AWARD CATEGORY: _____

SUBCONTRACTOR IDENTIFICATION (To Be Completed By The Respondent)

I/we intend to utilize the following Subcontractors in connection with this project: [In the spaces provided below, list the name of the subcontractors and indicate the business category of each firm listed.]

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

ATTACHMENT I

DRUG FREE WORKPLACE CERTIFICATE

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

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

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

Authorized Signature

Date

Title

Respondent/Organization Name