

State of Florida
Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
324 Turlington Building
Tallahassee, Florida 32399-0400

INVITATION TO NEGOTIATE REGISTRATION

COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO 850/245-9189

Reply Number: ITN 2010-24

Title: DATA COLLECTION, SOFTWARE AND APPLICATION SUPPORT

Date & Time Reply Due: MAY 25, 2010 @ 2:30 PM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete the information below and send this sheet only to fax number 850/245-9189, or mail to 324 Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 or e-mail it to the below contact.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

For further information on this process, you may contact Chuvala Snell-Brown – Chuvala.Snell-Brown@fldoe.org at 850/245-9190.

(Revised 12/02/2009)

State of Florida
Department of Education

INVITATION TO NEGOTIATE

DATA COLLECTION, SOFTWARE AND APPLICATION SUPPORT

BID NUMBER: ITN 2010-24

DEADLINE FOR TECHNICAL QUESTIONS: MAY 4, 2010 @ 2:00 PM
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: 2:30 PM, ET, ON MAY 25, 2010

MAIL OR DELIVER REPLIES TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
324 Turlington Building
Tallahassee, Florida 32399-0400
Attention: Chuvala Snell-Brown
Phone: 850/245-9190

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STATE OF FLORIDA
DEPARTMENT OF EDUCATION
INVITATION TO NEGOTIATE

DATA COLLECTION, SOFTWARE AND APPLICATION SUPPORT

BID NUMBER: ITN 2010-24

SECTION 1 - OVERVIEW

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's reply. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's reply. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

SECTION 3 - INTRODUCTION

3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for 60 (sixty) months thereafter. Award will be made to the responsible and responsive vendor that the Department determines will provide the best value to the State.

The resulting contract may be renewed for up to an additional five (5) years, see Form PUR 1000 for renewal requirements.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to enter into a contractual agreement with a qualified vendor to provide data collection, software, and application support for the Florida National Farmworker Jobs Program, known in Florida as the Farmworker Jobs and Education Program. The contractor's system is expected to decrease time spent in preparing quarterly and year-end reports at the state administrative level and the local project level, decrease reporting errors, and decrease the amount of paper files that must be maintained.

3.2 BACKGROUND

The Florida Department of Education's Adult Migrant Program and Services Section of the Division of Career and Adult Education is the recipient of Federal funds under the Workforce Investment Act, Title I, Section 167. The Section is responsible for making required quarterly and year-end reports to the U.S Department of Labor (USDOL) as well as Social Policy Research Associates, a USDOL contractor. Reportable data is mandated by USDOL and must meet its prescribed quarterly and year-end reporting schedule. Quarterly and year-end data is aggregated from monthly client-level data submitted by individual sub-recipient project sites, currently fifteen. Project sites include state / community colleges, area vocational centers, school districts, non-profit agencies, and county governments. During a typical program year, client level-data is reported for not more than 2,500 clients statewide. The current data collection and reporting system has become difficult to maintain due to its obsolescence. At the current time, sub-recipients report data monthly through use of floppy disk technology which has become obsolete. To accommodate this system, the Department's sub-recipients must maintain an older stand-alone computer. Sub-recipients and AMPS state-level staff spends extraordinary amounts of time to meet reporting deadlines. Much of this time is to the detriment of clients who are in need of services.

3.3 DEFINITIONS

After the award, said Respondent will be referred to as the "Contract Vendor". For the purpose of this document, the term "Respondent" means a potential Contract Vendor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent's team. The term "reply" means the complete reply of the Respondent to the ITN, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contract Vendor resulting from this ITN. "Best value" means the highest overall value to the State based on objective factors that include, but are not limited to, price, quality, design, and workmanship. A "responsive bid" is a reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.

3.4 CRITICAL EVENT DATES

These are tentative dates for critical events, and are subject to change.

May 4, 2010 by 2:00 PM - Deadline for Technical Questions

May 11, 2010 - Department Response to Technical Questions received by deadline

May 25, 2010 @ 2:30 PM - Technical & Price Responses are due

May 25, 2010 @ 2:45 PM - Technical Responses will be opened in Room 724 Turlington Building (Step 1)

June 2, 2010 - The Department will evaluate the Technical Responses in Room 724 beginning at 10:00 AM (Step 2)

June 4, 2010 @ 10:00 AM - Price Responses (which have corresponding responsive Technical Responses) will be opened in Room 323 (Step 3)

June 14, 2010 - The Negotiation Committee will start negotiations. (Step 4)

The Intent to Award will be posted for 72 hours upon completion of the negotiation meeting and a final decision by the Department.

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.

4.1 SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD.

4.2 VISITOR'S PASS TO THE TURLINGTON BUILDING

Each visitor to the Turlington Building is required to sign in and obtain a Visitor's Pass at the security desk in the main lobby. Please allow at least 15 minutes prior to Reply opening time if hand-delivering your Reply to the Bureau of Contracts, Grants and Procurement Management Services.

4.3 REPLY QUESTIONS & ANSWERS

Any technical questions arising from this ITN must be forwarded, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business, then click on Doing Business with the State, under Everything for Vendors and Customers, click on the Vendor Bid System, then Search Advertisement; select the Department of Education in the Agency drop down window and initiate search), under this reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a reply.

Only written inquiries from Respondents, which are signed by persons authorized to contractually bind the Respondents, will be recognized by the Department as duly authorized expressions on behalf of the Respondents.

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services Chuvala Snell-Brown, 325 West Gaines Street, 324 Turlington Building, Tallahassee, Florida 32399-0400, E-Mail Address (preferred): Chuvala.Snell-Brown@fldoe.org or Fax Number: 850/245-9189.

4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS

Pursuant to Florida Statutes, Section 120.57(3)(b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3)(a) provides:

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."

Florida Administrative Code Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all bids.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. Florida Statutes, Section 287.042(2)(c) and Florida Administrative Code Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be filed with the issuing office as defined in SECTION 4.4 above.

4.5 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any oral discussions with a State employee. Only those communications which are in writing from the Bureau of Contracts, Grants and Procurement Management Services, will be considered as a duly authorized expression on behalf of the Department until negotiation is awarded.

Notices of changes (addenda) will be posted on the VBS, under this reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a reply. All addenda will be acknowledged by the Respondent's signature and subsequent submission of addenda with reply when so stated in the addenda.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Respondents may modify submitted replies at any time prior to the reply due date. Requests for modification of a submitted reply shall be in writing and must be signed by an authorized representative of the Respondent. Upon receipt and acceptance of such a request, the entire reply will be returned to the Respondent and not considered unless resubmitted by the due date and time. Respondents may also send a change in a sealed envelope to be opened at the same time as the reply. The ITN number, opening date and time should appear on the envelope of the modified reply.

Unless specifically requested by the Department, any amendments, revisions, or alterations to replies will not be accepted after the closing for the receipt of replies.

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Respondents shall not communicate with any Department staff concerning this ITN except for the Department contact person identified in SECTION 4.3 REPLY QUESTIONS & ANSWERS of this ITN. Only those communications which are in writing from the Bureau of Contracts, Grants, and Procurement Management Services shall be considered as a duly authorized response on behalf of the Department. For violation of this provision, the Department reserves the right to reject a Respondent's reply.

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.

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must clearly mark and identify in its response those portions which are confidential, trade secret or otherwise exempt. Respondent must also simultaneously provide the Department with a separate redacted copy of its response. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall also provide one (1) electronic copy (compact disc (CD), flash drive, etc.) of their Redacted Copy.

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 Department for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

4.9 WITHDRAWAL OF A REPLY

A Respondent may withdraw a reply by written notice to the Department on or before the deadline specified for the receipt of replies in SECTION 3.4 SCHEDULE OF EVENTS of this ITN. Such written notice is to be submitted to the Issuing Office at the address specified in SECTION 4.3 REPLY QUESTIONS AND ANSWERS of this ITN.

4.10 DISCLOSURE OF REPLY CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Respondent or its agents. All replies shall become the property of the Department and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

4.11 AWARD

As in the best interest of the State the right is reserved to award based on **all or none, groups of services, or any combination thereof**, to a responsive, responsible Respondent. As in the best interest of the State, the right is reserved to reject any and/or all replies or to waive any minor irregularity in replies received. Conditions which may cause rejection of replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

SECTION 5 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

5.0 REPLY SUBMISSION

Both Technical and Price Replies will be received as specified in SECTION 3.4 CRITICAL EVENT DATES.

All replies and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. The overall response must be written in a concise manner, which is conducive to effective evaluation and selection.

All replies and related documents submitted in response to this ITN shall become the property of the State of Florida.

5.1 MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail)

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: Chuvala Snell-Brown
325 West Gaines Street
324 Turlington Building
Tallahassee, Florida 32399-0400

5.2 REPLY FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the reply. All replies submitted shall contain two parts and be marked as follows:

PART I TECHNICAL REPLY NUMBER ITN 2010-24
(One Separately Sealed Package for Technical)

PART II PRICE REPLY NUMBER ITN 2010-24
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

5.2.1 Technical Reply (Part I) (10 copies)
(Do not include price information in Part I)

The Respondent must submit one (1) original in hardcopy, nine (9) hard copies and two (2) in electronic format (compact disc (CD), flash drive, etc) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of the reply which is to be divided into the sections described below. Since the Department will expect all replies to be in this format, failure of the Respondent to follow this outline may result in the rejection of the reply. The Technical Reply must be submitted in a separate sealed package marked "TECHNICAL REPLY FOR ITN 2010-24 ".

1. Executive Summary

The Respondent shall provide an Executive Summary to be written in non technical language to summarize the Respondent's overall capabilities and approaches that will be used to provide services described within the Scope of Services. The Respondent is encouraged to limit the summary to no more than three (3) pages.

2. Technical Plan

The Respondent shall provide a technical plan that thoroughly describes the technical and management approaches to be used to accomplish the Scope of Services.

a. Approach

Explain the approach, capabilities, and means to be used to address the Scope of Services. The technical plan should include a detailed description of the technical aspects of the application and how the system will meet the

Scope of Services. The technical plan should include such items as the programming language used to write the application, the database management system (Oracle, SQL server, etc.) that the application uses, hardware requirements necessary to host the application, specifications of server (speed, RAM, etc.). The technical plan should also include a discussion of the potential for the application and database to reside on a server owned by the proposer. If there is such potential, describe how this would occur. Include a discussion of how the application will be modified to meet Florida's specific needs, and describe any other anticipated or required equipment purchases that are necessary for implementation. Please note, because of the internet-based nature of the application, it is anticipated that equipment costs will be minor. Proposer should also include a discussion of how users will access the system, how access will be granted and controlled and how data will be protected.

b. Branding

Describe provisions to be made for branding the application. The application should appear as a Florida Department of Education application.

c. Staff Development and Capacity Building

Describe how initial end-user training and ongoing end-user support and training will occur. Proposer should provide a minimum of three regional, face-to-face, end user workshops per year in geographic areas of close proximity to end-users.

d. System Maintenance

Describe how system maintenance and system updating will occur to insure that the system and user skills keep pace with modern technology and a plan to address any revised Federal reporting requirements in a timely manner. Proposer should discuss specific tasks required for system maintenance and how these activities will occur.

e. Software Support

Discuss vendor support. At minimum, the proposer should discuss the availability of vendor support, how vendor support will be provided, hours of vendor support, for example, 8:00 am – 5:00 pm Eastern time, M-F), response time required for issue resolution, and method of response (email, phone, etc.).

3. Respondent's Management Plan

The Respondent shall provide a management plan which describes the organization, experience with data collection for Workforce Investment Act, Title I, Section 167 grants and/or grantees, key personnel, and administrative approach.

a. Administration, Experience, and Management Capabilities

The Respondent shall provide a description of the established organizational/management structure and management style. Describe the respondent's experience with WIA, Title I, Section 167 data collection and reporting as well as any other pertinent WIA, Title I, Section 167 experience. Include a description of other clients / agencies / WIA Section 167 grantees that use the proposed system, error rate results, ease of reporting, and any feedback from users and / or funding sources. The respondent shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises.

b. Administration and Management

The Respondent shall provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.

c. Identification of Key Personnel

The Respondent should provide the names of key personnel on the Respondent's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. By submitting key personnel in the reply, the Respondent is guaranteeing these employees will be utilized under the Contract as proposed. Changes to such key personnel will only be permitted if approved by the Department upon sufficient justification by the Respondent.

4. Timetable of Tasks and Deliverables

The proposer must plot required tasks by month and quarter in accordance with the Scope of Services and Deliverables contained herein. This timetable must be clear and can be accompanied by a narrative summary of required tasks and projected timeframe. Include a brief discussion of any events that may create obstacles toward meeting the proposed timetable. The Timetable should cover the initial two-year period of the contract, with a begin date of July 1, 2010.

5.2.2 Mandatory Submittal Documents

The absence of any of these documents may result in a determination that the Reply is non-responsive and the Reply shall not be evaluated. The Reply forms furnished must be used when submitting your response. Forms are to be filled out in ink or typewritten. Submittal information shall be included in the Technical Reply portion (Part I) of the Reply and consist of the following:

- All Addenda
- Disclosure Statement Form (Attachment 3)
- Reference Form (Attachment 4) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- Audited Financial Statement, (Optional)
- Transmittal Letter – Provide a Transmittal Letter (on Company Letterhead) certifying that the person signing the reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's reply. The letter must also contain the following:
 - the company's federal tax identification number
 - a statement certifying that the Respondent has read, understands, comply and agrees to all provisions of this ITN
 - a statement certifying that the Respondent is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Respondent alternatively must certify that they will secure authorization to do business in Florida prior to the award of the contract.
 - a statement certifying that the Respondent is registered on the MyFloridaMarketPlace Web site in accordance with the provisions by the State of Florida. In lieu of such statement, the

Respondent must alternatively certify that they will complete such registration authorization prior to the award of the contract.

5.2.3 Price Reply (Part II) (3 copies)

The Respondent must submit one (1) original hard copy, two (2) hard copies and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat. The Respondent's Price information shall be submitted on the form provided in this ITN and accompanied by a Narrative Explanation of costs. The Price Reply is to be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2010-24".

Narrative Explanation of Costs

Respondent must provide a narrative explanation of costs and explain how they are calculated. Include a discussion of recurring annual costs and how they will accrue. Include a discussion of methods that will be used to control costs, prevent unforeseen cost overages, and maintain coordination and communication with the Department.

5.2.4 Presenting the Reply

The reply shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size shall not be less than 12 point font. The replies should be indexed and all pages sequentially numbered. Bindings and covers will be at the Respondent's discretion however, elaborate notebooks/hard back binders are discouraged.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

All respondent materials must be packaged so that each box of materials shipped to the Department does not exceed 25 pounds.

SECTION 6 – SPECIAL CONDITIONS

6.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Domestic corporations must be active and in good standing in the State of Florida. Such authorization and status should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

6.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award. For State licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850)487-9501

6.2 OTHER CONDITIONS

Other conditions which may cause rejection of replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts.

6.3 IDENTICAL EVALUATION OF RESPONSES

Whenever two or more replies which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, Florida Administrative Code. The "Drug-Free Workplace Program Certification" can be found as Attachment '2'.

6.4 DISCLOSURE STATEMENT

The Disclosure Statement Form (Attachment '3') must be signed and submitted with the reply.

6.5 SUB-CONTRACTING

This contract or any portion thereof shall not be sub-contracted without the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contract Vendor of their liability and obligation under this contract; and despite any such sub-contracting the Department shall deal through the Contract Vendor, which shall retain the legal responsibility for performing the Contract Vendor obligations.

The Prime Contract Vendor shall report all Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment "5". A list of subcontractors shall be provided to the Department's contract manager upon execution of the Contract. The Prime Contract Vendor shall submit the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a Minority Subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850/487-0915); the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

6.6 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Attachment '6' and will govern the relationship between the Contract Vendor and the Department. Reply(ies) submitted by the successful respondent(s) shall be incorporated into the final contract(s).

6.7 METHOD OF PAYMENT

Compensation and payment will be made in accordance with the terms and conditions of the contract.

6.8 SUSPENDED VENDOR LIST

A company placed on the Suspended Vendor List may not submit a reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 Florida Administrative Code. The "Suspended Vendor List" is published at www.myflorida.com under the category Business then Doing Business with the State.

6.9 DIVERSITY IN CONTRACTING

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

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

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

6.10 COSTS INCURRED IN RESPONDING

This ITN does not commit the Department or any other public agency to pay any costs incurred by the Respondent in the submission of a reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

6.11 PROHIBITION OF GRATUITIES

By submission of a reply, the Respondent certifies that no elected or appointed official or employee of the State of Florida has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent or its agents or employees.

6.12 INDEPENDENT PRICE DETERMINATION

A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent's reply.

6.13 PERFORMANCE BOND

A Performance Bond is not required for this project.

6.14 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

(18) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

6.15 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

7.0 SCOPE OF SERVICES

The Florida Department of Education is a Workforce Investment Act, Title I, Section 167, Migrant and Seasonal Farmworker Program grantee and is responsible for data collection and reporting as prescribed by the U.S. Department of Labor (USDOL) under the Workforce Investment Act (WIA). The Department is soliciting proposals from qualified vendors to provide a modern, accurate, user-friendly data collection, management, and reporting framework to meet Federal requirements as well as state required data elements. The Department intends to purchase a Commercial-Off-the-Shelf (COTS) application that has built-in features to allow customization through incorporation of unique Florida specific data elements. The system must include contemporary functions that minimize the need for costly upgrades, and it must be built upon the ability of sub-recipient project sites to enter participant data elements into a central database. Sub-recipient project sites include state / community colleges, area vocational centers, school districts, non-profit agencies, and county governments.

The system is to be based on an architecture that will work with existing state administrative and sub-recipient project platforms. It will include data elements, or derived data elements, required by the Workforce Investment Act (WIA), Section 167, the U.S. Department of Labor (USDOL) and Social Policy Research Associates (SPRA), a USDOL contractor. The system will also permit automated case management services at the sub-recipient project level and tracking of case management services at the state administrative level. The system must include functions that would minimize the need for costly system upgrades, must be user-friendly, and have the ability to be easily modified to encompass Florida's unique data collection requirements. The vendor will provide staff training, technical support, system maintenance, and ongoing updates.

The following are critical considerations:

In areas related to reports and reporting, the system shall:

- Generate the quarterly Program Status Summary required by USDOL and the quarterly database to be submitted to SPRA. This function will be available only at the state administrative level.
- Generate routine management reports for the current and previous program year. These are On-Board and Exited; Participant Activities; Performance Analysis (Plan Vs. Actual); Participant Characteristics; On-the-Job Training Contracts; Work Experience Agreements; Concurrent Participation; and Participant Employer. These reports must be available at the sub-recipient project and state administrative levels.
- Generate routine management reports for the current program year. These are Retention; Suspense; and Participants Pending Exit. These reports must be available at the sub-recipient project and state administrative levels.
- Have the capability to generate special reports on an as-needed basis for the purpose of statewide evaluation, research, and other such activities.
- Generate the comma-delimited file required for input into the National Farmworker Jobs Program (NFJP) data validation software. This function will be available only at the state administrative level.

In areas related to Search, Functionality, and Management, the system shall:

- Provide search capabilities such that the correct participant record is accessed even if the participant has been enrolled multiple times within the same program year.

- Provide search capabilities to determine if an individual is currently enrolled at another sub-recipient project site and deny enrollment in more than one training project at the same time.
- Provide functions that will track when records are accessed and / or changed and by whom.
- Provide basic edit checks to increase accuracy of entered data

In areas related to Customization, Expansion, and Modification, the system shall:

- Have the capability to allow sub-recipient project staff to add permitted responses to select data elements, i.e., employer names and addresses.
- Be expandable, changeable and customizable so that items on the data entry screens can be added, changed, rearranged, or deleted.
- Permit database queries and special reports to be generated at the sub-recipient and state administrative levels.

In areas related to Security and Confidentiality, the following are critical:

- Software and database access will be managed by the Department's Adult Migrant Program and Services (AMPS).
- Due to the sensitive nature all information passed from the point of entry to the database shall be encrypted in such a fashion that it cannot be intercepted and interpreted by unauthorized parties.
- The software and database will reside on a secure server amenable to the Department and to be determined during the negotiation process.
- Security such that sub-recipient project staff can only access the portion of the database that contains participants enrolled in that respective project site. State administrative staff will have read-only access to all records. The AMPS primary administrator (s) will have full access to change and / or correct all records.
- The system will allow the AMPS primary administrator(s) to add, change or delete allowable responses to individual data elements.
- On submission of monthly sub-recipient project reports, the system must have the capability to "lock-down" the database from further access by sub-recipient project staff

Other considerations are related to Browser Functionality and Number of Users. The system must have:

- Browser functionality that is not dependent on a specific browser or browser version and browser independence that allows for use in the event of a new browser or upgrade to existing browser and
- Be able to support a total of sixty-five (65) users with a maximum of forty-five (45) concurrent accesses.

In addition, all electronic and information technology must be fully accessible as defined by s. 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194, and Sections 282.601-606, Florida Statutes.

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING

TECHNICAL REPLIES WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 324 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES

PRICE REPLIES WILL BE OPENED AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES at 325 WEST GAINES STREET, 324 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with section 287.057, Florida Statutes, the Department shall evaluate and rank responsive replies and, at the Department's sole discretion, proceed to negotiate with one or more Respondent(s) selected, based on ranking, as follows:

- A. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. The process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contract Vendor, if in the best interest of the State.
- B. The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C. Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's reply. Failure to provide requested information may result in rejection of the reply.
- D. The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- E. In submitting a reply Respondent agrees to be bound to the terms of this ITN, however, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the State's best interest to do so.
- F. The Department reserves the right to reject any and all replies, if the Department determines such action is in the best interest of the State or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in replies.

Criteria for Evaluation

The Department shall evaluate and rank responsive Technical replies and score them on a scale of 1 to 100 using the following criteria. The Department anticipates awarding the Contract (if any award is made) after negotiations to the responsible and responsive vendor determined to provide the best value to the State.

The following criteria will be used to evaluate and rank Responses.

1. Executive Summary	10 points
2. Technical Plan	35 points
3. Management Plan	25 points
4. Timetable of Tasks and Deliverables	<u>30 points</u>
Total	100 points

1. Narrative explanation of costs	10 points
2. Price	<u>20 points</u>
Total	30 points

Price analysis is conducted through the comparison of price quotations submitted.

The method of awarding points for the cost reply will be done in accordance with the provisions of Section 287.0572, Florida Statutes, which requires use of the present value methodology. The present value discount rate will be used in the computations and evaluation. To determine that discount rate, use the rates identified in Release H.15, Select Interest Rates (Weekly), available online at <http://www.federalreserve.gov/releases/h15/>. Use the most recent copy of the Federal Reserve Bulletin published at the time of issuance of the ITN. See the "Critical Event Dates" for the release date.

The maximum points will be awarded to the lowest acceptable cost reply. Replies with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest cost reply to the higher cost reply. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

$$\text{(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Points}$$

The Narrative Explanation of costs will be awarded from 0 to 10 points. The total maximum number of points that can be earned in the evaluation process is 130 points.

8.2 EVALUATIONS

The ITN is designed to assess the most points to the Respondent presenting the best solution for the required services. The Evaluation Committee will consider only those responses, which are determined to meet the mandatory requirement review (See SECTION 5.2.2) first completed by the Department's Bureau of Contracts, Grants and Procurement Management Services.

Each member of the Evaluation Committee will be provided a copy of each Technical Reply. Replies will be evaluated on the criteria established in the section above entitled "Criteria for Evaluation" in order to assure that Replies are uniformly rated. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a technical summary.

8.3 POSTING OF INTENDED AWARD

The intended award will be posted in the Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 324 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of seventy-two (72) hours. (See SECTION 3.4 CRITICAL EVENT DATES.)

8.3.1 Protest of Intended Award

Any Respondent who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See SECTION 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS for protest information.

8.3.2 Inability to Post

If the Department is unable to post as defined above, the Department will post a public notice on the VBS. The Department will provide written notification of any future posting in a timely manner.

8.4 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contract Vendor receives a fully executed contract from the Department's Contract Administrator.

RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2010-24. All work shall be performed in accordance with this ITN, which has been reviewed and understood. **The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN.**

DESCRIPTION

TOTAL COST

COTS Software Program & Implementation \$ _____

(cost includes all testing, system modifications and customizations for Florida unique data)

Migration Costs: One-time fee	
Technical Support Fee	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Subtotal	
System Maintenance Fee	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Subtotal	

Staff Training	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Subtotal	

Annual Updates & Enhancements	
Year 2	
Year 3	
Year 4	
Year 5	
Subtotal	

Grand Total Base Period Years 1 - 5 \$ _____

Grand Total Base + Renewal Periods \$ _____

DESCRIPTION

TOTAL COST

Technical Support Fee	
Renewal Year 1	
Renewal Year 2	
Renewal Year 3	
Renewal Year 4	
Renewal Year 5	
Subtotal	
System Maintenance Fee	
Renewal Year 1	
Renewal Year 2	
Renewal Year 3	
Renewal Year 4	
Renewal Year 5	
Subtotal	

Annual Updates & Enhancements	
Renewal Year 1	
Renewal Year 2	
Renewal Year 3	
Renewal Year 4	
Renewal Year 5	
Subtotal	

Grand Total Renewal
Period Years 1 - 5 \$ _____

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

DATE: _____ **TELEPHONE:** _____ **FAX:** _____

E-MAIL ADDRESS: _____

ATTACHMENT '2'

DRUG-FREE WORKPLACE

(will be considered in case of identical tie replies)

Preference shall be given to businesses with drug-free workplace 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 workplace 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 workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

ATTACHMENT '3'

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as _____
(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Name of Individual or Partnership)

(1) _____
Signature

Signature

Signature

(1) If partnership, each partner must sign and execute.

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a
(Name of Corporation/Company)

_____ (1) corporation, licensed to do business in Florida, is presently involved in or has been
(Name of State of Inc.)

engaged in any private business venture or enterprise, directly, or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any other employee of the Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Company)

(Corporation)

(2) _____
Signature

Title

(1) If company is not incorporated, insert "not incorporated" in this space.

(2) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT '4'

REFERENCES

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED

BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE OF SERVICES:	

ATTACHMENT '5'

STATE OF FLORIDA DEPARTMENT OF EDUCATION

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850/487-0915); the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

PRIME CONTRACT VENDOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non- Certified	Non- Profit	Dollar Amount

Total Amount \$ _____

Certified True and Correct by:

Submit Report to:

Prime Contract Vendor

Title

Date

Mrs. Gwendolyn York
Bureau of Contracts, Grants & Procurement
Management Services
325 West Gaines Street
324 Turlington Bldg
Tallahassee, FL 32399-0400

For additional information, you may call Mrs. York at 850/245-9170, or e-mail Gwendolyn.York@FLDOE.org

ATTACHMENT '6'

STATE OF FLORIDA DEPARTMENT OF EDUCATION

CONTRACT STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.07(3), F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(5)(a) and (c), F.S., may not be renewed.
- II. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- III. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- IV. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(15), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- V. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VI. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, the Department will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the Department's obligations hereunder. If the Department

determines that there are no such funds, the Department shall promptly notify the Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.

- VII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- VIII. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- IX. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- X. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XI. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIII. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XIV. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XV. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVI. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the

- Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XXVIII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XIX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XX. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXI. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIII. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXIV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXV. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVI. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXVIII. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXIX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXX. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXI. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- XXXIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXIV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
 - B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor'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 Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

ATTACHMENT '7'

PROJECT DELIVERABLES

(To be finalized prior to contract execution)

Deliverable	Projected Target Date
1. Internet-Based Application The internet-based application will capture, store, and generate real-time data to meet data collection and reporting requirements under the Workforce Investment Act, Title I, Section 167, Migrant and Seasonal Farmworker Programs (See Scope of Services). The application is built upon a COTS system that would be customizable to Florida-specific requirements. Note: software ownership resides with vendor; data ownership is retained by Department.	Full implementation September 30, 2010
2. Migration of current system data to meet rolling quarters reporting requirements. The system must incorporate at least three past program years of data in order to meet Federal reporting requirements.	September 30, 2010
3. System updates, maintenance, and technical support to be provided Software updates should be provided, at minimum, on an annual basis; vendor should have capability to incorporate timely system updates arising from any USDOL modifications of reporting and data collection requirements.	Ongoing
4. System modifications to meet Florida's unique data collection needs (See Scope of Services)	September 15, 2010
5. Successful database test results base to ensure the system operates as required prior to training and implementation at the sub-recipient project level.	September 30, 2010
6. User Guide for state-level primary administrator (s) covering system modifications; recurring updates to User Guide	August 15 and recurring
7. User Guide for state-level administrative staff and sub-recipient project end-users covering how to use the system; recurring updates to User Guide	August 30 and recurring
8. End-user training for state-level administrative staff (initial and at least once annually)	September 15 for start-up Annually for contract duration
9. End-user training for sub-recipient project staff End user training to incorporate at least three regional training workshops to be located in geographic areas of close proximity to end-users; facilities will be arranged by the Department's AMPS state-level administrative staff.	September 30, 2010