



AGENCY FOR WORKFORCE INNOVATION REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page 1 of 77 pages

AGENCY RELEASE DATE:

May 4, 2011

SUBMIT RESPONSE TO:

**Agency for Workforce Innovation (AWI)
Office of Procurement and Contract Administration
107 East Madison Street, B-047
Tallahassee, Florida 32399-4128
Telephone Number: 850-245-7455**

SOLICITATION TITLE:

Environment Rating Scales (ERS) "Train the Trainer" Services

SOLICITATION NO:

11-RFP-002-FS

RESPONSES WILL BE OPENED: **June 2, 2011, 3:00 PM, Eastern Time**

and may not be withdrawn within 180 days after such date and time.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

TOLL FREE
NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*** Authorized Representative's Signature**

*** Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this response 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. In submitting a response to an agency for the State of Florida, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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.

NOTE: This section is superceded by a condition in Section B. Electronic submission of proposals is not required and will not be accepted.
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,
 - 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. **NOTE: This section is superceded by a condition in Section B.**
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. **NOTE: This section is superceded by a condition in Section B.**
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 response on a contract to provide any goods or services to a public entity;
 - submitting a response on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting responses 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 response on a contract to provide any goods or services to a public entity;
 - submit a response on a contract with a public entity for the construction or repair of a public building or public work;
 - submit responses on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, 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 responding 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 response.
 - 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 response. 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 manufacturer's 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 and evidence which is
- An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*

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 response. 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 response 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://vbs.myflorida.com>. 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. **NOTE: This section is superceded by a condition in Section B.**
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. **NOTE: This section is superceded by a condition in Section B.**
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 responses, 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 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."

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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. (PUR 1001 (10/06)– 60A-1.002(7), F.A.C.)

SECTION A (continued) PUR 1000 – GENERAL CONTRACT CONDITIONS

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 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, 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. **NOTE: This section is superceded by a condition in Section B, only if the contract award is equal to or greater then \$50,000.**
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released 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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 re-procurement 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, 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) 413-5516 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://dhis.dos.state.fl.us/recordsmgmt/scheduling.cfm>). 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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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,

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 responses 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 obligated 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 term 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 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 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 performance of services shall not exceed the expiration date 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 State, 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. **NOTE: This section is superceded by a condition in Section B.**
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,

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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.pride-enterprises.org/>.

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.
48. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 (10/06) - 60A-1.002(7), F.A.C.)

- Remainder of Page Intentionally Left Blank -

SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

B.1 Solicitation Number 11-RFP-002-FS

B.2 Solicitation Type Request for Proposal (RFP)

B.3 Program Office Office of Early Learning

B.4 Issuing Office Fran Shewan/Sonja Strickland
Purchasing Specialist Supervisor
107 East Madison Street, B-047
Tallahassee, Florida 32399
(850) 245-7466/ 245-7472
(850) 245-7470 Fax Number
fran.shewan@flaawi.com and
sonja.strickland@flaawi.com

B.5 Restrictions on Communication with Agency Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (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 office named above. Violation of this provision may be grounds for rejecting a response.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If the Agency finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and published on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	May 4, 2011
2.	Technical Questions due from prospective Respondents (E-mail inquiries are preferred)	May 11, 2011, 5:00 PM
3.	Questions and Answers Posted to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	May 17, 2011
4.	Proposal Responses Due and Opened	June 2, 2011, 3:00 PM
5.	Anticipated Posting of Intent to Award	June 21, 2011

Addenda or clarifications to this RFP will be posted on the Florida Vendor Bid System (VBS) along with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the response. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

B.7 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on the agency's federally approved cost allocation plan.

B.8 Questions *(This section supersedes Section A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this RFP shall be submitted in writing, identifying the submitter, to Fran Shewan and Sonja Strickland at the address specified in section B.4, Issuing Office, or by email to fran.shewan@flaawi.com and sonja.strickland@flaawi.com or by facsimile to 850-245-7470 by the date and time specified in section B.6, Calendar of Events. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. The Agency bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on the Agency and shall not be relied upon by any Respondent.

B.9 This section has been left blank intentionally.

B.10 Submission of Response *(This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)*

Responses must be submitted in a sealed envelope with the bid number and opening date and time identified on the outside. Responses must be submitted by U.S. Mail, Courier, or hand delivery. Electronic submission of bids is not required and will not be accepted for this solicitation. **RESPONSES SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL NOT BE CONSIDERED.**

Each response shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Responses be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if you are hand-delivering your Response, please allow for sufficient time to gain access into the building. **RESPONSES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

B.11 Withdrawal of Response

A written request for withdrawal, signed by the Respondent, may be considered if received by the Agency within 72 hours after the response opening time and date indicated in the Calendar of Events. A request received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious error on the part of the Respondent pursuant to Rule 60A-1.002(8), F.A.C.

B.12 Response Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The response opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Procurement and Contract Administration, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The name of all Respondents submitting responses shall be made available to interested parties upon written request to the contact person listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

communication regarding any response/proposal documents or the attendance to any related meeting or response/proposal opening.

Sealed responses received by the Agency in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once the agency posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 10 days after the response opening, whichever is earlier.

B.13 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Response to be considered. Although there are other criteria set forth in this RFP, these are the only requirements deemed by the Agency to be mandatory for a bid to be considered responsive. Failure to meet these requirements will result in a response not being evaluated and rejected as non-responsive.

MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submit its reply within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent submit one (1) original, signed and sealed proposal package, five (5) paper copies, and one (1) electronic copy on compact disk, which include the following required attachments:
 - 1. AWI Solicitation Acknowledgement Form
 - 2. Attachment A – Reference Form
 - 3. Attachment B – Cost Proposal
 - 4. Attachment C – Drug Free Workplace Certification
 - 5. Attachment D – Disclosure Statement/Conflict of Interest
 - 6. Attachment E – Certification Regarding Debarment
 - 7. Attachment F – Certification Regarding Lobbying
 - 8. Attachment G – List of Subcontractors
 - 9. Attachment L – Attestation of Authority to Certify Assessors
- C. It is **MANDATORY** that, the Respondent submit one (1) original Addendum Acknowledgement Form for each addendum or clarification to this solicitation which has been signed and dated by an individual authorized to bind the Respondent

Responses that do not meet all material requirements of this response or which fail to provide all required information, documents or materials will be rejected as non-responsive. Material requirements of the response are those set forth as mandatory, or without which an adequate analysis and comparison of responses is impossible, or those which affect the competitiveness of responses or the cost to the Agency. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive.

B.14 Cost of Preparing Respondent's Reply

The Agency is not liable for any costs incurred by a Respondent in responding to this RFP, including those incurred for any oral presentations, if applicable.

B.15 Disclosure and Ownership of Responses by the Agency

A Respondent's response shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of chapter 119, Florida Statutes. All information in a Respondent's response (including, without limitation, technical and price information), and any resulting contract which incorporates the successful response, will be a matter of public record. *An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*

record, subject to the provisions of Florida's Public Records Act, chapter 119, Florida Statutes, regardless of copyright status. A Respondent's submission of a response shall constitute a waiver of any copyright protection which might otherwise apply to the Agency's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts which the Respondent identifies as exempt under chapter 119, Florida Statutes, as described in B.14 below. All non-exempt portions of a Respondent's response, upon submission, and any resulting contract shall be the property of the Agency. The Agency, in its sole discretion, shall have the right to use, reproduce, and disseminate the response and contract. The Agency reserves the right to use any and all information contained in a Respondent's response.

The Agency and the State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any response provided by a Respondent without cost or charge. Selection or rejection of the response will not affect this right.

B.16 Confidential, Proprietary or Trade Secret Information and Material

Any response content submitted to the Agency which is asserted to be exempt under chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the bid or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The Agency will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), Florida Statutes, where identified as such in the reply, to the extent permitted under section 815.045, Florida Statutes, and chapter 119, Florida Statutes. Each Respondent acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Agency.

The Agency takes its public records responsibilities under chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record 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, the Respondent must also provide the Agency with a separate Redacted Copy of its response, in hard copy and on a CD ROM, at the time of bid submission.**

This Redacted Copy shall contain the Agency'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 Agency at the same time the Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Respondent shall protect, defend, and indemnify, save and hold harmless, the Agency from any and all claims, demands, liabilities and suits of any nature arising out of, or because of, or due to failure of the Agency to release information redacted by the Respondent, and to further indemnify the Agency for any other loss the Agency incurs due to any claim being made against the Agency regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

Notwithstanding compliance with the first paragraph of B.15, if Respondent fails to submit a Redacted Copy with its response, the Agency is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Florida Vendor Bid System for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Procurement and Contract Administration, Agency for Workforce Innovation, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in section 120.57(3), Florida Statutes, and chapter 28-110, Florida Administrative Code.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

B.18 Description of Work Being Procured

The Agency is requesting proposals from qualified contractors for Assessor Training, "Train the Trainer" Training and Orientation Training on the four Environment Rating Scale (ERS) tools to help Florida expand the State's capacity of reliable ERS assessors. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.19 Number of Awards

The Agency anticipates the issuance of one (1) contract for services under this solicitation. The Agency reserves the right to issue multiple contracts if doing so is believed to be advantageous to the Agency and the State of Florida. The Agency, at its sole discretion, shall determine whether multiple contracts will be issued.

B.20 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of 36 (thirty-six) months, subject to available funding. The selected contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

The Agency reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three (3) years or the original term on the contract, whichever period is longer. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

B.21 Type of Contract Contemplated - (This section supersedes Section A, PUR 1000, Condition #2, Purchase Order)

A fixed price contract is proposed; however, the Agency reserves the right to award another type of contract if doing so is believed to be advantageous to the Agency and the State of Florida, considering price and other factors. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included in Section D, "Agency Core Contract." The requirements contained in the proposed contract should be closely reviewed by the Respondent. The Agency may consider any modifications proposed by the Respondent if it is determined to be in the best interest of the Agency.

Information on Federal procurement regulations, State statutes and rules referred to in this solicitation and in the Agency Core Contract, may be obtained by contacting the Agency's Office of Procurement and Contract Administration referred to in Section B.4 above.

B.22 Response Acceptance Period

The Agency intends to execute the contract(s) as soon as possible after the posting of the Agency's decision. The Agency, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within thirty (30) days after the announcement of an award and may proceed to award the contract to the next highest ranked Respondent.

B.23 Firm Response - (This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).

Any submitted proposal shall remain firm and valid for one hundred eighty (180) days after the response submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any response within this time period except as described in paragraph B.11. Any response that expresses a shorter duration of validity may, in the Agency's sole discretion, be accepted or rejected.

B.24 Disclosure

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

B.25 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the contractor and maintained for the duration of the contract.

B.26 Insurance

The contractor selected under this RFP shall maintain, during the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Agency, for the protection of its employees not otherwise protected.

The contractor selected under this RFP shall maintain, during the life of the contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of \$100,000 combined single limit.

The selected contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the Agency's Contract Manager, with the exception of ten (10) days notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with the Agency. The insurance certificate must name the Agency as an additional insured and identify the Agency Contract Number. Copies of new insurance certificates must be provided to the Agency Contract Manager with each insurance renewal.

B.27 Vendor Registration

Prior to entering into a contract with the Agency, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under "Business" at <http://www.myflorida.com/>). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:
973-290 EDUCATION & TRAINING CONSULTANT SERVICES
785-950 TESTS AND TEST SCORING DEVICES ABILITY, ACHIEVEMENT, INTELLIGENCE, ETC.

B.28 Florida Department of State Registration Requirements

All entities identified under chapters 607, 608, 617, 620, 621 and 865, Florida Statutes, seeking to do business with the Agency for Workforce Innovation shall, prior to award of a contract, be appropriately registered with the Florida Department of State.

B.29 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractors' response, which are considered by the Agency to be essential to this project. Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from the Agency. Written justification must 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 Agency, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

B.30 Diversity

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 *An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*

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 Contractor 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/.

Quarterly Reports of revenue paid to certified CMBE and CSDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an agency (or other eligible user) level.

B.31 Contractors and Subcontractors

The resulting contract allows the Contractor to subcontract for any of the services provided in the resulting contract. The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this contract without the prior written approval of the Agency. Proposed use of subcontracts should be included in the Respondent's response. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by the Agency based on the terms described in Section B.30 of this RFP.

The Agency supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

B.32 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected contractor shall be required to provide written notification to the Agency within (5) working days of the discovery of a potential conflict of interest. The Agency shall have the authority to determine whether or not a conflict of interest exists.

B.33 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a bid or specified to be delivered under a project contract shall be maintained by the Agency and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by contract funds become the property of the Agency except as may otherwise be provided in the contract.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

B.34 Number of Copies to be Submitted

One (1) original, signed and sealed proposal package, five (5) hard copies, and one (1) electronic copy (on compact disc) of the proposal must be submitted for review by the Agency. Each copy is to be bound individually. Use of legible reproductions of signed originals is authorized for all other copies of the proposal. If Respondent considers any portion of its response to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the response titled "Redacted Copy" on compact disc.

B.35 Elaborate Responses

It is not necessary to prepare your response using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your response shall be prepared in accordance with the instructions herein.

B.36 Instructions for Preparation of the Proposal

The instructions for this solicitation have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

B.36.1 Technical Proposal Format

The technical response package shall be prepared by each Respondent utilizing 8.5" x 11" paper.

Using the description of work outlined in Section B.18 above and Section C, Respondents shall prepare their technical response package in the order outlined below, with the sections tabbed for ease of the identification and review.

The Respondent's technical proposal shall be packaged separately from their cost proposal. Failure of the Respondent to provide any of the information required in the technical response portion of the response package shall result in a score of zero (0) for that element of the evaluation which will result in the response being deemed non-responsive and rejected. The technical proposal will consist of the following and follow the format listed:

- **Cover Sheet - Agency Solicitation Acknowledgement Form**

The Agency's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "AWI Solicitation Acknowledgment Form" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

The original signed copy shall be submitted in one (1) copy of the response packaged marked "Original". A photocopy of the signed original shall be included in each of the five (5) additional response packages submitted to the Agency.

If a Respondent fails to submit a signed Agency Solicitation Acknowledgment Form with their response, the Agency reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right may be exercised when the response has met all other requirements of the solicitation.

In the event that Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

- **Tab 1 – Title Page**

The title page must include, at a minimum:

- The title and number of the RFP;
- The Respondent's name (person, organization and firm);
- The name of the organization to which the proposal is submitted (AWI);

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- The name, title, phone number and address of the person who can respond to inquiries regarding the proposal; and
- The signature of the Respondent's authorized signatory.

- **Tab 2 – Executive Overview**

- **Statement of Identified Need**
Responses must include information showing the Respondent's understanding of the needs specified in this RFP.
- **Company Qualifications**
the Describe Respondent's experience in performing Environment Rating Scale (ERS) Assessor Training and "Train the Trainer" Training that are focused on the ERS as specifically represented in this solicitation. Respondents should provide detailed evidence that the Respondent's organization has previous experience with a substantially similar task on projects of similar scope and range as the project specified in this RFP.
- **Project Personnel –**
The Respondent will submit on Attachment K, List of Project Personnel, a list of team members for approval, their respective roles; and experience while performing the services outlined in this RFP.

Once assigned and accepted by the Agency, the selected Respondent may not otherwise substitute personnel for those listed without the prior written approval of the Agency.
- **Resumes and Experience**
As part of the technical proposal, the Respondent must submit resumes on the personnel assigned to work on this project describing their education, training, and work experience.

The Respondent should provide evidence that each person Respondent proposes to utilize in implementing this project has previous experience with a substantially similar task on a large scale project.

- **Tab 3 – Project Planning and Execution –**

The Respondent must submit a complete draft of their Training Plan, Agenda and Timeline with their technical proposal. The plans must follow industry standard best practices detailing the Respondent's strategy for providing Environment Rating Scale (ERS) Assessor Training, "Train the Trainer" Training, and Orientation Training focused on the ERS as detailed in Section C, Scope of Work of this RFP.

- **Tab 4 – Attachments**

Proposal responses to this RFP must include the following documents and certifications:

- Reference Form (Attachment A)
- Drug-Free Workplace Certification (Attachment C)
- Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
- Certification Regarding Debarment (Attachment E)
- Certification Regarding Lobbying (Attachment F)
- List of Subcontractors (Attachment G); if applicable
- CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.
- Attestation of Authority to Certify Assessors (Attachment L)

B.36.2 Cost Proposal Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Proposal", to provide rates for the services requested in this solicitation. The Respondent's "Cost Proposal" shall be packaged separately from

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

their technical proposal. Failure by the Respondent to submit the “Cost Proposal” separately shall result in the response being deemed non-responsive and therefore, the response will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's response hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Failure by the Respondent to provide a cost on Attachment B shall result in the response being deemed non-responsive and therefore, the response will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

All rates established in Attachment B shall be current and effective during the term of the Contract. The contractor may request an increase in prices, up to 5%, for each year after the initial year of the contract, including the possible renewal periods. The request to increase the rates must be made in writing to the Agency and must be supported by a detailed justification (i.e., the Consumer Price Index) which warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for the request to be considered by the Agency. The Agency shall review the Contractor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed 5% in any one year) shall be authorized by formal amendment to the Contract.

All proposed travel costs shall be calculated in accordance with the State of Florida's Travel Policy.

Failure to complete and submit Attachment B, “Cost Proposal”, will result in the response being deemed non-responsive and therefore, the response will be rejected.

B.37 Past Performance References

In the space provided on Attachment A, “Reference Form”, the Respondent must list all the names under which it has operated during the last five (5) years from the issuance date of this solicitation. The Agency will review its records to identify all contracts that the Respondent has undertaken with the Agency, where the Respondent was the prime contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list the Agency as a client reference.**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description provided on Attachment A.

In the event that Respondents submit a response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours. The Agency will choose, at its own discretion, two (2) of the Respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for the Agency within the timeframe specified above, the Agency shall attempt to contact one Agency and one non-Agency reference. In the event that the Respondent has not performed work as a prime contractor for the Agency within the timeframe specified above, the Agency shall attempt to contact two (2) non-Agency references.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The Agency will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. The Agency **will not** attempt to correct incorrectly supplied information and **will not** select a replacement for a non-responding reference.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

B.38 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The Agency expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent's response must be addressed prior to contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of section 287.045, Florida Statutes. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Agency Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Agency Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.39 RFP Process

The RFP process is conducted in two sequential phases: first, the Response Preparation Phase, and second the Evaluation Phase.

1. In the Response Preparation Phase, the vendors will prepare and submit a response to the Procurement Officer based on the requirements identified previously in Section C of this RFP and any addenda to the RFP.
2. In the Evaluation Phase, an evaluation team will evaluate and score the responses according to the evaluation criteria contained in the RFP and the agency will then post the agency's decision, as set out in Section B.6.

B.40 Evaluation Criteria

1. General.
 - a. The Agency reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted.
 - b. Non-responsive proposals shall include, but not be limited to, those that:
 - Are irregular or are not in conformance with the requirements and instructions contained herein;
 - Fail to utilize or complete prescribed forms; or
 - Have improper or undated signatures

A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

- c. The Agency may 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.
 - d. In determining Respondent's responsibility, the Agency may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Agency determines to be required to assure performance of the Contract. The Agency may deem the Respondent as non-responsible.
 2. Scoring.

Each proposal will be reviewed by at least three evaluators who will independently score the proposal based on the criteria contained in Attachment I. The Issuing Office identified in section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Procurement Office will average the total point scores to convert to average rank, for each proposal for all evaluators.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	90	2
Company B	100	1
Company C	80	3.5*
Company D	75	5
Company E	80	3.5*

*In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by 2 = 3.5. Each firm receives a rank of 3.5.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Alternatively, the Agency reserves the right to develop a short list of Respondents deemed to be in the competitive range based on the criteria contained in Attachment I. Respondents included on the short list will be invited to conduct oral presentations prior to the final determination of contract award. If the Agency exercises the right, the short list will be posted on the Vendor Bid System. In the event the Agency exercises the right to hold oral presentations, oral presentations will be conducted in Tallahassee, Florida. The Agency will distribute instructions and/or agendas in advance of each oral presentation session. Oral presentations will be evaluated on the same criteria contained in Attachment I. The raw score for oral presentation will be added to the raw score for each Respondent's proposal and Respondents will be given an average ranking as described above. Representatives from each Respondent should plan to be available, without interruptions, for the entirety of their scheduled oral presentation.

B.41 Award

Upon completion of the oral presentations and/or evaluations, the Procurement Office shall present the average rankings to the Assistant Director, or his or her designee, who will then determine the recommended contract award based on the best value to the Agency. The average rankings will be an accumulation of the oral presentations and/or evaluation scores. "Best value," as defined in s. 287.012(4), F.S., means the highest overall value to the State based on objective factors that include, but are not limited to, price, quality, design and workmanship. The Agency reserves the right to award any or all parts of the solicitation to a single or multiple vendors.

A printed copy of the score tabulation(s) and the Agency's intended award decision will be posted for 72 business hours in the Purchasing Office, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

A copy will also be available upon written request to the Purchasing Office. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

B.42 Identical Tie Responses

In the case of a tie between two or more Respondents, the Respondents with a certified Drug Free Workplace will be given preference.

In the event that all tied vendors submitted the Drug Free Workplace Certification, award shall be determined by using Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

B.43 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

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:

1. Special Instructions for the Preparation and Submission of Bids (Section B),
2. Scope of Work (Section C),
3. General Instructions to Respondents (PUR 1001), and
4. General Conditions (PUR 1000).

The Agency objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the 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 found in this solicitation, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

B.44 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this response are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Responses will be considered for any brand that meets or exceeds the quality level of item(s) response.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

B.45 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor's pass if hand delivering your reply to the Office of Procurement and Contract Administration. The official date and time of receipt is the date and time the reply is stamped as received by the Office of Procurement and Contract Administration within the Caldwell Building.

B.46 Employment of AWI Personnel

The Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of the Agency, without prior written approval of the Agency.

Further, the Contractor shall not knowingly engage any former employee of the Agency where such employment conflicts with the requirements of section 112.3185, Florida Statutes.

B.47 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

B.48 Accessible Electronic Information Technology

Respondents submitting replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in rule 60-8.002, Florida Administrative Code. These standards establish a minimum level of accessibility.

B.49 Definitions

- Agency: The Agency for Workforce Innovation (AWI).
- Agency Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time the Agency conducts routine business.
- Agency Non-Business Hours: Typically Agency observed holidays, weekends, and night time frames in which the Agency is closed to conducting routine business.
- Agency Observed Holidays: The following holidays are currently observed by the Agency. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Authorized Agent: An independent contracted service provider acting on behalf of an early learning coalition through the delivery of contracted services for the geographic area served by the early learning coalition.
- Assessor Training: Training for all ERS tools that yield reliable assessors to assess early learning programs. Participants must be trained in how to use the specified scales and given guided practice conducting assessments in actual early learning settings.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- **Certified Assessor:** An individual certified by the authors of ERS to be a reliable assessor of a ERS scale and able to perform the necessary activities required to administer a valid program assessment.
- **Certified Assessor Trainer:** An individual who has successfully completed the Agency approved "Train the Trainer" Training and who has been certified by the training contractor as being of a capable standard to provide Assessor Training using a model that ensures the integrity of the tool(s) is maintained.
- **Child Care and Development Fund (CCDF):** 42 U.S.C. §9859 et seq. and 45 C.F.R. parts 98 and 99. The Agency for Workforce Innovation is the "lead agency" for Florida charged with administration of the CCDF. The CCDF governs the funding potentially disbursed through this Scope of Work.
- **Confidential Information:** Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
- **Contract Agreement:** All documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and the Agency.
- **Contract Manager:** A person who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Agency and Contractor will each appoint a Contract Manager. The Contract Manager serves as the liaison between the Agency and the Contractor regarding performance issues contained in the contract.
- **Contractor:** The person or entity that enters into a contract to sell commodities or contractual services to the Agency.
- **Early Childhood Environment Rating Scale, Revised (ECERS-R):** Observational assessment tool designed to assess group programs for preschool-kindergarten aged children, from 2 through 5 years of age. Total scale consists of 43 items.
- **Early Learning Coalition:** Part of a system of thirty one (31) statutorily created local entities in Florida that implement early learning programs at the local level including, but not limited to, the School Readiness Program, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program, and the Voluntary Prekindergarten Education (VPK) Program. Each coalition implements an Agency approved plan that includes a comprehensive program of School Readiness services that enhance the cognitive, social and physical development of children to achieve the performance standards and outcome measures specified by the Agency's Office of Early Learning.
- **Early Learning Partners Initiative:** Early learning infrastructure building projects funded through the Recovery Act and other funding sources. Projects include the Professional Development Project, Child Progress Project, and Program Assessment Project.
- **Environment Rating Scale (ERS) (Clifford, Cryer, Harms):** Observational assessment tools used to evaluate the quality of early childhood programs.
- **ERS "All About Books" (Cryer, Harms, Riley):** A detailed guide to be used with the (Infant Toddler Environment Rating Scale (ITERS-R) and Early Childhood Environment Rating Scale (ECERS-R).
- **Family Child Care Environment Rating Scale, Revised (FCCERS-R):** Observational assessment tool designed to assess family child care programs conducted in a provider's home. Total scale consists of 38 items.
- **Invoice:** Vendor's itemized document stating prices and quantities of goods and/or services delivered, and sent to the Agency for verification and payment.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- Infant/Toddler Environment Rating Scale, Revised (ITERS-R): Observational assessment tool designed to assess group programs for children from birth to 2 ½ years of age. Total scale consists of 39 items.
- Orientation Training: Training to be conducted in conjunction with Assessor Training and/or “Train the Trainer” Training” on how to deliver orientations on the ERS scales to providers
- Premise(s): The entire Agency for Workforce Innovation real property identified by the Agency’s Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the contract agreement.
- Program Assessment: Method by which the quality of a program and its potential effectiveness is established.
- Project Manager: The Agency’s staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for the Florida Agency for Workforce Innovation (AWI) as described in the contract agreement.
- Proposal: The offer extended to the Agency in response to a Request for Proposal.
- Reliability Level: Reliability refers to the degree to which an instrument is free from random error associated with the process of measuring the construct of interest.
- Respondent: The person or entity submitting a proposal in response to a Request for Proposal.
- Responsive: A bid, proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- “Train the Trainer” Training: Training delivered to eligible assessors that have been certified reliable to learn how to train others to be reliable assessors.
- School-Age Care Environment Rating Scale (SACERS): Observational assessment tool Designed to assess before and after school group care programs for school-age children, 5 to 12 years of age. The total scale consists of 49 items, including 6 supplementary items for programs enrolling children with disabilities.
- School Readiness Program (Program): An early learning program administered by the Agency for Workforce Innovation pursuant to section 411.01, Florida Statutes. The School Readiness program offers qualified families financial assistance for child care through a variety of services. Child care services include extended-day, extended-year and school age care to support parents in becoming financially self-sufficient.
- Subcontractor: A person or entity contracting to perform part or another’s entire contract, upon Agency approval.
- Validity Level: A comparative index between program assessment results when assessments are conducted by trained assessors.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written notice is herein defined as notice provided in writing and signed by an authorized representative of the Contractor. Written notice may be provided by electronic means such as email or facsimile.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

B.50 Strict Enforcement

AWI reserves the right to enforce strict compliance with any requirement of this solicitation.

- Remainder of Page Intentionally Left Blank -

SECTION C SCOPE OF WORK

C.1 Purpose, Introduction and Background

The Agency for Workforce Innovation provides oversight and administration for early learning programs in Florida. These programs include but are not limited to the School Readiness Program, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program, and the Voluntary Prekindergarten Education (VPK) Program. Early learning services are implemented at the local level by early learning coalitions throughout the State.

The Early Learning Partners Initiative is a project developed by the AWI Office of Early Learning which serves as a statewide infrastructure building effort. American Recovery and Relief Act (ARRA) funds have provided the Early Learning Partners Initiative with the opportunity to provide quality early learning experiences to the children of Florida. The Early Learning Partners Initiative consists of three focus areas: Child Progress, Program Assessment and Professional Development.

The Program Assessment project of the Early Learning Partners' Initiative includes the development of a statewide systematized approach to program assessment. Research suggests that programs that are of a high quality result in long term benefits to children. A high quality early learning program provides children with a strong, early start that prepares them to succeed in school and life and is a proven investment in children, schools and communities. This experience helps to cultivate a skilled workforce that keeps the state competitive in the global economy. Program assessment is one piece in determining the quality of an early care and education program. Adoption of a statewide, systematized program assessment approach will ensure that Florida's school readiness programs are properly assessed and that areas in need of technical assistance are identified. Such an approach will result in better outcomes and futures for children.

Florida's early learning coalitions are responsible for the assessment of the quality of the early care and education programs at the local level. The number of programs assessed and the method of assessment are specified in each of the coalition's individual plans.

Currently there is no systematized approach statewide and there is no ability to aggregate assessment data at the state level. To help inform the direction of this work, early learning coalitions will pilot program assessment strategies in their local communities from July 2011 through June 2013. Throughout this pilot period, coalitions will collect data, share lessons learned and work together to inform the direction and development of a more consistent statewide approach.

Program assessment data will be aggregated at a statewide level, by the Agency, throughout the pilot phase of this program assessment work and analyzed to assess the effectiveness of School Readiness programs across the state. The data generated from the use of the selected instruments will be used to inform educators, providers and policy makers and ultimately a systematized approach to program assessment statewide.

The Agency is soliciting responsible and responsive proposals to obtain Assessor Training, "Train the Trainer" Training, and Orientation Training on all the Environment Rating Scales (ERS) early learning program assessment instruments for a total maximum cost of \$950,000. These trainings will be provided at specified locations throughout the state of Florida to staff members of each of the thirty-one (31) early learning coalitions or their authorized agents and Redlands Christian Migrant Association (RCMA). The Contractor will provide training and ongoing support services to sustain and/or increase knowledge gains from training to early learning school readiness early care and education providers. Some anticipated support services include ongoing clarification of training content and general implementation support. Additional support services may be identified during the project period related to this contract.

There will be an initial purchase by the Agency for Workforce Innovation (AWI) to supply each early learning coalition with startup training that will be sufficient to carry out their individual program assessment needs and help develop more assessors over time through experienced assessors trained through "Train the Trainer" Training. Subsequent purchases will be at the prices quoted in the responder's proposal and will be dependent upon future needs and

available funding. Related materials such as the Environment Rating Scales and the “All About” Books are being procured under a separate contract.

The purpose and goal of this Request for Proposal (RFP) is to obtain a Contractor that can train early learning program staff to assess programs using the ERS and to create a “Train the Trainer” model in Florida so the state has the ability to train others to become assessors. The Contractor must also provide information and tools to the trainees so that they will be able to conduct orientations on all the ERS tools to early learning provider staff.

Proposals from individuals or entities that do not have ERS author permission and authority to certify assessors will not be considered for this RFP.

C.2 Scope of Work

The Contractor shall provide ERS Assessor Training, ERS “Train the Trainer” Training, and materials for ERS Orientation Trainings on each of the Scales throughout the State to individuals approved by AWI and the Early Learning Coalitions that will result in the outcomes described in Section C.8.2.

The early learning coalitions and RCMA, who perform program assessments throughout the state, will be responsible for identifying professionals to participate in ERS Assessor Training. Below are the recommended characteristics for identifying professionals who may be trained to become good assessors that will be provided to the early learning coalitions to guide their selection of people to participate in the Assessor Training and “Train the Trainer” Training. If the vendor has any recommendations for modification of this list, they should be outlined in the proposal.

Characteristics of an individual to be trained as an assessor are as follows: The following is a list of characteristics which a professional who may be trained to become a good assessor demonstrates:

- Acute and objective observation skills.
- Understanding of the value of providers and their role in working with children.
- Respect for program rules and adherence to these rules.
- Good judgment and decision-making skills.
- Verbal and written fluency in preferred language of programs where observations will take place.
- Commitment to following guidelines of the project.
- High reliability of at least 85% on each assessment tool.
- Good report writing skills.
- Sufficient computer skills to use data system efficiently and effectively
- Good verbal and social skills for interviewing of staff and administrators.
- Attention to detail in accurately completing all items and all required forms.
- Willingness and ability to commute to various areas within the Early Learning Coalition service delivery area to conduct observations.
- Available time to work as an assessor—no other job responsibilities or interests that could compromise completion of assessments and reports on required timelines.
- Professionalism throughout assessment and interview, including no use of cell phones, no intrusion into the program, no distraction of the teacher or children, and appropriate and professional attire.
- Strong work ethic, including getting to sites on time and staying full observation time.
- Strong organizational skills. There will be very little supervision onsite during the observations and assessors must be motivated to complete the observation and summary report within specific deadlines.
- Flexibility.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- Level 2 Background Screening and Affidavit of Good Moral Character.

In addition of the characteristics above, the characteristics of an individual to be trained as an assessor trainer through the “Train the Trainer” model are as follows:

- Values providers and their role in working with children.
- Has a commitment to support a model of program improvement.
- Demonstrates good judgment and decision-making.
- Exhibits the ability to facilitate discussions, including appropriately redirecting trainees with incorrect interpretations of scores to facilitate learning.
- Displays the ability to explain clearly the reasons/evidence for scores
- Shows the ability to work with trainees of varying personalities, defuse disagreements about scores, and facilitate learning for all participants.
- Performs assessments with reliability levels of at least 85%, with higher reliability levels preferred.

C.3 Contract Term

The anticipated original contract period will begin upon execution of the contract or May 2, 2011, whichever is later. The original contract period is for thirty-six (36) months.

C.4 Contract Renewal

If initially competitively procured, contracts for contractual services may, upon mutual agreement, be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the original contract. Renewal shall be contingent upon satisfactory performance evaluations by the Agency.

C.5 Contract Document

The interpretation and performance of this contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this solicitation, any addenda, the Respondent's proposed response, and Agency contract issued as a result of this Request for Proposal.

C.6 Method of Payment

Invoices shall contain the contract number, purchase order number, and the appropriate Federal Employer Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered 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 invoice for those transactions processed through the MyFloridaMarketPlace system. Electronic invoices shall be submitted to the Agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry with the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585, 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 payment by State Agencies. The Agency is responsible for all payments under the Contract. The Agency's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligation to the Department or to other Customers.

The Contractor shall submit invoices on or before the 10th of each month for the services rendered the previous month. Partially completed trainings will be paid on a pro-rated basis for the portion of the training successfully completed. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.7 Contractor Responsibilities

Training

The Contractor will be responsible for delivering Assessor Training, "Train the Trainer" Trainings and Orientation Trainings on the following Environment Rating Scales to the Early Learning Coalitions of Florida in the Contract year and as needed in the future, as determined by the AWI:

- a. Infant/Toddler Environment Rating Scale (ITERS-R)
- b. Early Childhood Environment Rating Scale (ECERS-R)
- c. Family Child Care Environment Rating Scale (FCCERS-R)
- d. School Age Care Environment Rating Scale (SACERS)

Training participants must be trained in how to use the specified scales and given guided practice conducting assessments in actual early learning settings. Contractor shall provide suggestions on criteria for becoming an assessor and an assessor trainer or note that they support the suggested criteria outlined as written in Section C.2. The training must include in-depth interpretations of the major requirements of each dimension.

Contractor must include all travel expenses in the total cost for the training and provide AWI with an itemized list and methodology for determining travel costs. Trainings will be billed at a per participant unit cost. Follow-up training, where deemed necessary by AWI to ensure assessor reliability, shall be accomplished, to the extent practicable, by electronic means such as webinar and/or online training modules.

- a. Assessor Training topics for the Environment Rating Scales shall include, at a minimum:
 - i. Orientation to all the scales and the *All About* books (where applicable) for ERS tools, scales, subscales and items;
 - ii. Reliable and accurate administration of each individual scale, with the goal being that participants can meet the required minimum of at least 85% reliability on scoring each tool by the conclusion of the training;
 - iii. Observations of early childhood programs, either in person or by video or other means, to teach the skills needed to meet the 85% reliability requirements;
 - iv. A process for assessors to work with the Agency designated leaders for clarification on any items where assessors need additional guidance;
 - vi. Report writing to provide data to programs on program assessment results, outlining strengths and areas for improvement;
 - ix. Outline recommended process to ensure reliability checks for assessors and length of time between reliability checks.

Contractor will provide a detailed Training Plan and Agenda for training on each tool in its proposal that outlines how the above goals will be completed.

- b. Train the Trainer model shall include, at a minimum:
 - i. The ability to confirm that the experienced assessors in attendance at the "Train the Trainer" Training possess the knowledge, skills and abilities, to provide ERS Assessor Training to others;

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- ii. A process for ensuring that trainees possess the training skills to reliably deliver the Assessor Training to attendees in a way that the people they train can implement the instrument with reliability and validity;
- iii. Model training agendas and instruction on how to provide the Assessor Training, including guidance on how to certify assessors as reliable, practice sessions at early learning programs, parameters for confidentiality, and other required elements of a successful ERS Assessor Training.
- iv. A process by which certified assessor trainers can plan and offer Assessor Trainings and any limitations that will be on assessor trainers to plan and offer such trainings.
- v. Instruction that results in participants able to facilitate Assessor Training participants that have not met reliability to reach reliability.

Contractor will provide a detailed Training Plan and Agenda for “Train the Trainer” Training in its proposal that outlines how the above goals will be completed.

c. Orientation Trainings shall include, at a minimum:

- i. A model of how to provide the Orientation Training to providers.
- ii. A model training agenda that includes, at a minimum, how and why the ERS scales are used.
- iii. Training materials that participants can use to provide an introduction to the Environment Rating scales to a broad audience, including child care providers. Recommended materials include PowerPoint presentations, handouts, talking points and other suitable media deemed of value in accomplishing the goals of the training

Orientation Training will be scheduled concurrent to Assessor and “Train the Trainer” Trainings in order to minimize training and travel expenses to the greatest extent possible. Contractor will provide a detailed Training Plan and Agenda for Orientation Training in its proposal that outlines how the above goals will be completed.

Assessor Training Participant Estimates

The table below indicates estimated minimum number of assessors to be trained at each site on each tool.

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS
1	Jacksonville (North FL)	44	45	30	28
2	Orlando (Central FL)	49	50	49	53
3	Ft. Lauderdale (Southern FL)	60	60	49	8
4	Sarasota (West Coast FL)	54	55	52	29
5	Tallahassee (NW FL)	35	36	35	30

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

“Train the Trainer” Training Participant Estimates

The table below indicates the estimated minimum number of assessors to be trained at each site on each tool. “Train the Trainer” training can be delivered using a regional model based on the chart below or on a consolidated statewide model utilizing fewer locations and more participants per training session. The Agency will select the model that is more cost effective or beneficial to the Agency.

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS
1	Jacksonville (North FL)	7	7	5	4
2	Orlando (Central FL)	8	8	8	8
3	Ft. Lauderdale (Southern FL)	9	9	8	2
4	Sarasota (West Coast FL)	8	8	8	5
5	Tallahassee (NW FL)	5	5	5	5

Note: If it is possible for the trainings to be offered to a larger number of trainees per site than those identified above, please specify the maximum number each training can accommodate. AWI reserves the right to increase the number of participants up to the maximum identified by the Contractor to increase statewide assessment capacity. The Contractor will be notified of any increase in participation at least two (2) weeks in advance of each training.

Cities listed are not guaranteed as the final training locations.

C.8 Tasks, Timelines and Deliverables

1. Deliverables:

- a. Provide to the Agency a detailed training plan and agenda for the Assessor Training, “Train the Trainer” Training, and Orientation Training to include:
 - i. Learning outcomes for Assessor Training on each tool, “Train the Trainer” Training and Orientation Training in their proposal that outlines how the training plan will be completed.
 - ii. Materials developed for coalition/contractor staff to deliver Orientation Trainings to providers.
 - iii. Recommendations regarding the ideal number of participants, training setting, registration process, and requirements for completing reliability checks (e.g., requirements of actual child care settings where these checks may need to take place).
 - iv. A coordinated review with AWI staff detailing training goals, training content, methods of presentation and handouts for training sessions.
 - v. A coordinated review with AWI staff identifying process improvements from previous training that will be integrated into subsequent training sessions.
- b. Provide AWI with originals of handout materials for review and/or copying at least four (4) weeks in advance of each training, unless waived in writing by the AWI designated training coordinator. The trainer will be responsible for the reimbursement of lost or damaged training materials borrowed from AWI.
- c. Contact AWI at least fourteen (14) calendar days prior to each training to verify and confirm dates, time and other information related to the training activities.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- e. Comply with copyright law, including the use of citations and must obtain written permission from the appropriate publisher, author or distributor before including copyrighted material, or use as a visual aid during the workshop.
- f. Conduct training sessions, ensuring:
 - i. The trainer agrees to arrive early enough to each training session to greet participants and stay after the conclusion of the training session to answer questions, not to exceed one hour, unless given specific permission, in writing, from AWI to do otherwise.
 - ii. If a trainer is unavailable to conduct any portion of the training activities listed herein at a time which has been submitted to and approved by AWI, AWI reserves the right to reschedule the trainer to complete the training activities at another time or to schedule another trainer to conduct the trainings, at the discretion of the AWI.
 - iii. Expenses incurred by the State due to the cancellation or rescheduling of trainings by the trainer shall be reimbursed to the State by the trainer.
 - iv. Trainees who complete trainings are fully equipped to accomplish the outcomes which the training addresses as identified below.
 - v. Provision of state-specific guidance on any items that are duplicative or inconsistent with the Department of Children and Families (DCF) licensing requirements. A description of licensing requirements will be provided prior to implementation of training.
- g. Submit completed sign in/sign out sheets identifying the attendees of each training session with any invoice for the training. The sheets will enable the confirmation of the capacity of the workshop and provide a record of attendees for later contact if needed.
- h. Provide and implement strategies to help those trainees who do not meet minimum reliability standards by the end of the training to meet this reliability requirement.
- i. If trainees are unable to meet a training outcome benchmark, the contractor will provide an action plan outlining additional training or technical assistance to ensure that trainees meet these benchmarks.

2. Training Outcomes

Assessors

At least 75% of training participants per session will complete Assessor Training and be certified as reliable assessors within 90 days of conclusion of the training. For those training participants who fail to meet the reliability threshold score(s), the contractor shall:

- Identify to the Agency participants that failed to achieve reliability and require remediation to achieve reliability;
- Provide to the Agency an individualized remediation plan of support within 10 days of the conclusion of the training, not to exceed ninety (90) days in duration, for each participant requiring remediation;
- Provide necessary training/technical assistance to remediation participants to achieve reliability; and
- Certify remediation participants when deemed reliable at the end of remediation.

The Agency will pay the contractor 100% of the per training participant unit cost for the successful training of Assessor Training participants. Training is successful if the participant is certified as a reliable assessor within ninety (90) days of the conclusion of the initial training, whether or not the participant received remedial training.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Payment for a training participant who is not certified as a reliable assessor within ninety (90) days of the conclusion of the initial training will equal eighty percent (80%) of the per training participant unit cost.

Train the Trainer

At least 90% of "Train the Trainer" Training participants per session will complete training and be certified as trainers within ninety days of conclusion of the training. For those "Train the Trainer" Training participants who fail to be certified as trainers, the Contractor shall:

- Identify to the trainees that failed to achieve reliability and require remediation to achieve reliability;
- Provide to the Agency an individualized remediation plan of support within 10 days of the conclusion of the training, not to exceed ninety (90) days in duration, for each participant requiring remediation;
- Provide necessary training/technical assistance to remediation participants to achieve trainer status; and
- Certify remediation participants when deemed reliable at the end of remediation.

The Agency will pay the contractor 100% of the per training participant unit cost for the successful training of "Train the Trainer" Training participants. Training is successful if the participant is certified as a "Train the Trainer" within ninety (90) days of the conclusion of the initial training, whether or not the participant received remedial training.

Payment for a training participant who is not certified as a "Train the Trainer" within ninety (90) days of the conclusion of the initial training will equal eighty percent (80%) of the per training participant unit cost.

C.9 Contract Extension

Extension of a contract for contractual services shall be in writing for a period not to exceed 6 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

C.10 Information Release

AWI does not endorse any Contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of AWI. The Contractor is prohibited from using Contract information, sales values/volumes and/or AWI customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from AWI.

The Contractor must notify AWI, both by facsimile and first class mail within one (1) business day from receipt all request(s) for public records pursuant to chapter 119, Florida Statutes. The Contractor agrees that AWI shall be responsible for responding to all public records request(s), and agrees to cooperate with AWI by providing records, data, or information at the request of AWI personnel. Public Records Request shall be forwarded and faxed to:

Office of the General Counsel
Agency for Workforce Innovation
107 East Madison Street,
Tallahassee, Florida 32399-4135
Telephone: (850) 921-7150
Fax: (850) 921-3230

The Contractor shall notify AWI verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Contractor's possession related to this contract is subpoenaed or improperly used, copied, or removed by any individual. This provision does not apply to data which is used, copied, or removed by an authorized representative of AWI in the ordinary course of business. The Contractor shall cooperate with AWI in taking all steps as AWI deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.11 Agency Responsibilities

The Agency will:

- a. Identify the training sites for training.
- b. Identify the trainees to be trained at each training site.
- c. Announce and notify trainees of the training.
- d. Designate a staff person/persons to coordinate logistics with Respondent.
- e. Be responsible for providing a copy of the attendance rosters for each training. These rosters will be used as the basis for the sign-in/sign-out sheets which must accompany the provider's invoice for payment.

C.12 Duty of Continuing Disclosure of Legal Proceedings

1. Commencing after the effective date of any contract resulting from this RFP, the vendor must disclose any pending or prior civil or criminal litigation, investigations, arbitration or administrative proceedings involving the vendor and each subcontractor ("proceedings") in a written statement to the Agency's Contract Manager within fifteen (15) days of occurrence.
2. This duty of disclosure applies to the vendor's officers and directors when proceedings relate to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. The Contractor shall promptly notify the Agency of any proceedings relating to or affecting the Contractor's business. If the existence of such proceeding, during the term of the contract causes the state concern that the Contractor's ability or willingness to perform the contract is jeopardized, the Contractor shall be required to provide the Agency all reasonable assurances requested by the Agency to demonstrate that:
 - a. The Contractor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
 - b. The Contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for the Agency which is similar in nature to the conduct alleged in such proceedings.

C.13 Contractor's Responsibilities Upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by the Agency, the Contractor shall:

- Stop work under this contract on the date and to the extent specified in the notice.
- Complete performance of such part of the work as shall not have been terminated by the Agency.
- Take such action as may be necessary, or as the Agency may specify, to protect and preserve any property related to this contract which is the possession of the Contractor and in which the Agency has or may acquire an interest.
- Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Agency all property and materials belonging to the Agency. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

C.14 Liquidated Damages for Failure to Complete Project on Time

Failure to complete the project in accordance with instructions described in this RFP will result in substantial injury to the Agency and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not provided as described in this RFP, and the parties agree to an extension of the deliverables and the Contractor subsequently fails to meet the new agreed upon deliverable date, the Contractor shall pay to the Agency liquidated damages for such delays. Liquidated damages will be due to the Agency for delay in provision of the Assessor Training and the "Train the Trainer" Training which results from the action or inaction of the Contractor, delay in submission of a remediation plan of support, or delay in certification of the appropriate percentage of assessors or "Train the Trainers". Liquidated damages will be calculated at a rate of \$1,000 dollars for each order for each calendar day in excess of the date upon which provision, submission, or certification is required.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

This provision for liquidated damages for delay shall in no manner affect the Agency's right to terminate the Contract as provided elsewhere in the Agency's Core Contract. The Agency's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in accordance with this section.

A one-time waiver of liquidated damages imposed on the Contractor(s) as described above may be available. Contractor(s) with only one instance of late submission of RFP deliverables could be eligible for the one-time waiver upon timely submission of all other contract deliverables as described in Section C.8 of this RFP. The Agency reserves the right to make this determination.

C.15 Liquidated Damages Upon Contract Termination

The Agency is entitled to completion of the services/items within the schedules fixed in Section C.8 hereof or within such further time, if any, as may be allowed in accordance with the provisions of the RFP. In the event of termination of the Contract by the Agency as a result of breach or misconduct by the Contractor or in the event the termination of the contract by the Contractor prior to completion as provided in C.13 or elsewhere in the RFP, the Contractor shall be liable to the Agency for the expenses for additional managerial and administrative services required to complete the services/items, and for the per diem liquidated damages provided for in Section C.14.

C.16 Vendor Ombudsman

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .0001644 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .0003333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by call the Chief Financial Officer's Hotline, (800) 342-2762.

C.17 This section has been left blank intentionally.

C.18 Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to the Agency's Contract Manager within twenty-four (24) chronological hours.

C.19 Confidentiality and Safeguarding Information

The Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by the Agency upon awarding the services described in this RFP. The Contractor's confidentiality procedures must be approved by the Agency and must comply with all State and Federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

C.20 Change of Ownership

If a change of ownership of the company is anticipated during the twelve (12) months following the ITN Technical Response Due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

C.21 Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with AWI and/or its employees, under this contract shall be the property of AWI. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for AWI and that such works shall, upon their creation, be owned exclusively by AWI. To the extent that any such works may not be considered works made for hire for AWI under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to AWI the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

C.22 Most Favored State Status

In the event that the Contractor offers any other state more favorable contractual terms than those provided directly to the Agency for services or products comparable or similar to those within the scope of this agreement, the Contractor agrees to make such terms available to the Agency at the Agency's option.

During the 2010 Session, the Florida Legislature passed a bill with a provision that directs each state agency to identify contracts with a preferred pricing provision. The bill directs agencies to require contractors with such provision in a contract to submit an affidavit attesting that the contract is in compliance with the preferred pricing provision. The bill was approved by the Governor and can now be found in Chapter No. 2010-151, Laws of Florida. Section 48 of the Law reads as follows:

- (1) Each state agency, as defined in s. 216.011, Florida Statutes, shall review its contracts and, for any contract with a preferred-pricing clause, the agency shall ensure that the contractor complies with such clause.
- (2) Each contract executed, renewed, extended, or modified on or after July 1, 2010, which includes a preferred-pricing clause, must require an affidavit from an authorized representative of the contractor attesting that the contract is in compliance with the preferred-pricing clause. Such affidavit must be submitted at least annually. A contractor's failure to comply with a preferred-pricing clause is grounds for terminating the contract at the state agency's sole discretion.
- (3) As used in this section, the term "preferred-pricing clause" means a contractual provision under which the state is offered the most favorable price that the contractor offers to any client.

The above referenced scope of work contains a preferred pricing provision. Therefore, the Agency is required to obtain an affidavit from an authorized representative of your company attesting compliance with the pricing provision. See Exhibit 1.

- Remainder of Page Intentionally Left Blank -

SECTION D
AGENCY CORE CONTRACT

The proposed contract language contained below should be reviewed by all Respondents. In responding to the Agency solicitation (**insert number here**), a Respondent has agreed to accept the terms and conditions of the contract contained in this section. The Agency reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Agency or the State of Florida.

Contract # *Insert Contract # Here*

STATE OF FLORIDA
AGENCY FOR WORKFORCE INNOVATION

THIS CONTRACT is between the State of Florida, Agency for Workforce Innovation (AWI) and ***Insert Contractor Name Here***(Contractor); collectively referred to as “the Parties.”

I. CONTRACTOR AGREES:

A. Attachment 1, Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work.

B. Type of Contract:

This Contract is a ***fixed price*** Contract.

C. Contract Dates:

This Contract shall begin on ***Insert date [month,day, year] for this contract to begin*** or the date on which the last party has signed the Contract, whichever is later, and shall end on ***Insert end date for this contract***. AWI shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

This Contract shall not exceed ***Insert contract amount here*** which shall be paid by AWI in consideration for Contractor's provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida and AWI's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. AWI shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on AWI or the State. AWI agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost of services paid under any other Contract or from any other source is not eligible for reimbursement under this Contract.

E. Paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.): All requirements of paragraphs (a) – (i) of subsection 287.058(1), F.S., are hereby incorporated by reference, and include the following:

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that AWI may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Payment under this Contract is contingent upon Contractor's receipt of prior written acceptance by AWI Contract Manager or Project Manager of the units of deliverables specified herein. AWI will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
6. Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
7. **Renewal:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c) F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal must be included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall be that as set forth in the response the ITB, RFP, or ITN. Subsection 287.057(13)(a), F.S. provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds, satisfactory performance evaluations by AWI, and at the discretion of AWI. Costs for any renewal may not be charged. ***This Contract may (Insert renewal period here, choose 1 of the following: for a period not to exceed 1 year; not to exceed 2 years; not to exceed 3 years; not to exceed the original term of the Contract; or shall not be renewed)***
8. If Contractor fails to perform in accordance with the Contract, AWI shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor specifically for AWI will be owned by AWI and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such AWI-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The Parties further agree that Leon County shall be the venue of any legal action between the Parties.
- b. Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030 F.A.C. and that if applicable, will maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. AWI shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. 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,

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

advances, deposits of money, services, employment, or contracts of any kind. Upon request of AWI's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. Contractor shall retain such records for the longer of: (1) five 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://dlist.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

- d. 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 Contractor's compliance with the terms of this or any other agreement between Contractor and the State which results in the suspension or debarment of 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. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment.
- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or 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 section 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. Furthermore, Contractor will complete and provide the certification in Attachment 2.
- f. **Public Announcements and Advertising:** Subject to Chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from AWI, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying AWI or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of AWI or the State in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Agency for Workforce Innovation." If the sponsorship reference is in written material, the words "State of Florida, Agency for Workforce Innovation" shall appear in the same size letters or type as the name of the organization.
- h. **Mandatory Disclosure Requirements:**
 - (1) **Conflict of Interest:** This Contract is subject to Chapter 112, F.S. Contractors shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.
 - (2) **Convicted Vendors:** Contractors shall disclose to AWI if they are on the convicted vendor list. 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 activities listed in Section I.F.1.e. above for a period of 36 months from the date of being placed on the convicted vendor list.
 - (3) **Discriminatory Vendors:** Contractors shall disclose to AWI if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases of real property to a public entity; or
- (d) 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.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

2. Federal Law:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions as applicable: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 29 CFR Part 97 and/or 20 CFR Part 600 *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Child Care and Development Fund ("CCDF"), 45 CFR Part 98, the Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age.
 - (6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. sections 3601 *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing.
 - (9) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- (10) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.
- (11) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368 *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations, 40 CFR Part 15. Contractor shall report any violation of the above to AWI.
- (12) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (13) Lobbying and Integrity: Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. If this Contract is in excess of \$100,000, Contractor must, prior to contract execution, provide the completed Certification Regarding Lobbying Form, included in Attachment 2 of this Contract.
- (14) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 29 CFR Part 98, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (15) Construction or Renovation of Facilities Using Program Funds: Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, AWI or the federal government shall be entitled to a lien against said property.
- (16) Office of Management and Budget (OMB) Circulars: Contractor agrees that it shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, A-110, A-122, and A-133.
- (17) Public Announcements and Advertising: When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with federal money, all Contractors receiving federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- (18) Funds awarded to and administered by the Agency under the American Reinvestment and Recovery Act (ARRA or the Recovery Act), must be utilized in accordance with all rules, regulations and guidance issued for this program by each awarding Agency through the close-out date of these federal funds. See Special Conditions Addendum, as applicable.
- (19) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- (20) The Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries and the Defund ACORN Act (H.R. 3571), which prohibits provision of federal funding to any "covered organization" as defined in the Act.

G. Contractor Payments:

1. Invoices shall contain the Contract number, and the appropriate vendor identification number. AWI and State may require any other information from Contractor that AWI and/or State deems necessary to verify any invoice submitted under the Contract.
2. At AWI or State's option, Contractor may be required to invoice electronically pursuant to Department of Management Services guidelines. 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 AWI Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. Invoices returned to a Contractor due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to AWI. AWI is responsible for all payments under the Contract.

H. Final Invoice:

Contractor shall submit the final invoice for payment to AWI no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and AWI will not honor any requests submitted after the 60-day time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from Contractor and necessary adjustments thereto have been approved by AWI.

I. Return of Funds:

1. Contractor shall return to AWI any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by AWI. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from AWI. In the event that AWI first discovers an overpayment has been made, AWI will notify Contractor by letter. Should repayment not be made in a timely manner, AWI shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to AWI Contract Manager, and made payable to the "Agency for Workforce Innovation."
2. If authorized and approved, Contractor may be provided an advance as part of this Contract. Interest earned on any advances is required to be returned promptly, but at least quarterly, to the Federal agency through AWI in accordance with 45 CFR 92.21.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Audits and Records:

1. Representatives of AWI, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination to

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

any books, documents, papers, and records, including electronic storage media, of Contractor as they may relate to this Contract.

2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by AWI under this Contract.
3. Contractor will provide a financial and compliance audit to AWI, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
5. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor will cooperate with AWI to facilitate the duplication and transfer of such records or documents upon request of AWI.
6. Upon completion or termination of the Contract and at the request of AWI, Contractor will cooperate with AWI to facilitate the duplication and transfer of such records or documents during the required retention period as specified in paragraph "5." directly above.

L. Employment Eligibility Verification:

Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires AWI contracts to expressly require that Contractor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Contractor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Contractor to perform work pursuant to this Contract, i.e., the Contractor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Compliance with the requirements of this section of the Contract is required prior to commencing performance under this Contract.

M. Assignments and Subcontracts:

1. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of AWI. Any sublicense, assignment, or transfer occurring without the prior approval of AWI, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If AWI permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

arrangements shall be evidenced by a written document subject to prior review and comment by AWI. Such review of the written subcontract document by AWI will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. Contractor further agrees that AWI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend AWI against such claims.

3. Contractor agrees that 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 AWI. AWI may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. AWI 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 AWI's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. AWI may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
4. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from AWI in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that AWI may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and AWI in all such cases. .
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to AWI Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The AWI Minority Coordinator at (850) 245-7260 will assist with questions and answers.
8. AWI shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in AWI's judgment, are insufficient.

N. Purchasing:

1. Contractor agrees to purchase articles which are the subject of or are required to carry out this Contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, Contractor shall be deemed to be substituted for AWI insofar as dealings with such corporation are concerned. **This clause is not applicable to subcontractors unless otherwise required by law.** Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

2. Contractor agrees to purchase any articles that are the subject of, or are required to carry out, this Contract 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 subsections 413.036(1) and (2), F.S.; and for purposes of this Contract Contractor shall be deemed to be substituted for AWI 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>.
3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract, in accordance with section 403.7065, F.S.

O. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, 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.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering repurchase costs from Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

P. Nonexpendable Property:

1. For the requirements of this section of the Contract, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of Contractor. Contractor shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to AWI with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from AWI.
4. Immediately upon discovery, Contractor shall notify AWI, in writing, of any property loss with the date and reason(s) for the loss.
5. Contractor shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal contract amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved contract budget.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in AWI and said property shall be transferred to AWI upon completion or termination of the Contract unless otherwise authorized in writing by AWI.

Q. Information Resource Acquisition:

Contractor shall obtain prior written approval from the appropriate AWI approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact AWI's electronic information technology equipment or software, as both terms are defined in AWI Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

R. Indemnification: NOTE: If Contractor is a state agency or subdivision, as defined in subsection 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence.

1. 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 AWI, 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 Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or AWI.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and AWI 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 AWI's misuse or modification of Contractor's products or AWI'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 Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for AWI the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure AWI the right to continue using the product, Contractor shall remove the product and refund AWI the amounts paid in excess of a reasonable rental for past use. AWI shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or AWI giving 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or AWI in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

S. Limitation of Liability:

For all claims against Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, 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 Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

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 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 AWI may, in addition to other remedies available to them at law or equity and upon notice to 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 Contractor or its affiliates to the State against any payments due Contractor under any contract with the State.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

T. Insurance:

During the Contract term, including renewal(s), and extensions, Contractor, at its sole expense, shall maintain commercial insurance coverage of such types 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 Contractor, and Contractor accepts full responsibility for identifying and determining the types and extent of insurance necessary. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide AWI written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish AWI proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify AWI of such cancellation and shall obtain adequate replacement coverage and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

AWI shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

U. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of AWI, Contractor shall not divulge to third parties any confidential information obtained by 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 AWI.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable AWI Information Technology Security procedures and policies. Contractor (including its employees, sub-contractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.
6. Contractor shall notify the Agency in writing of any disclosure of unsecured confidential information of AWI by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to AWI any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of AWI information in Contractor's possession or electronic interference with AWI operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Agency not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the Agency's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 817.5681, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of AWI's approval of the contents of the notice. Under this section of the statute, and for purposes of this Contract, a breach has occurred if there is any unlawful and unauthorized acquisition of computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by AWI. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

V. 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.

W. Warranty of Ability to Perform:

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 Contractor's ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify AWI in writing if its ability to perform is compromised in any manner during the term of the Contract.

X. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to AWI who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copy, created or received by Contractor during the Contract are the property of AWI and must be surrendered to AWI upon expiration, termination or cancellation of this Contract at no cost to AWI.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, AWI has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of AWI to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify AWI. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president of the university to the Department of State in accordance with subsection 1004.23(6), F.S.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

4. Contractor, without exception, shall indemnify and hold harmless AWI and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Contractor. Contractor has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Contractor may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception, that the Contract price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Y. Independent Contractor Status:

In Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor. AWI shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind AWI unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by AWI in Attachment 1, Scope of Work, AWI will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of Contractor.

Z. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:
http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm
Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. CONTRACTOR AND AWI AGREE:

A. Renegotiation or Modification:

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary. In addition to changes necessitated by law, AWI may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by AWI. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, AWI may terminate this Contract upon no less than twenty-four (24) hours notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. AWI shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Breach:

AWI may terminate the Contract if 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. Contractor shall continue to perform any work not terminated. The rights and remedies of AWI in this clause are in addition to any other rights and remedies provided by law or under the Contract. Penalties for breach by the Contractor shall be as stated in Attachment 1, Scope of Work.

3. Termination for Convenience:

AWI, by written notice to Contractor, may terminate the Contract in whole or in part when AWI determines in its sole discretion that it is in the State's interest to do so. 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. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Contract shall be decided by AWI, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, Contractor files with AWI a petition for administrative hearing. AWI's decision on the petition shall be final, subject to Contractor's right to review pursuant to Chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to 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, F.S.

E. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God,

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify AWI in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. AWI, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against AWI. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from AWI 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, Contractor shall perform at no increased cost, unless AWI determines, in its sole discretion, that the delay will significantly impair the value of the Contract to AWI or the State, in which case, AWI may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to AWI with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

F. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a Court of competent jurisdiction, 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 remain in full force and effect.

G. Execution in Counterparts:

This 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.

H. Name, Mailing and Street Address of Contractor and AWI Contacts:

The name, address, zip code, and telephone of the **payee** for Contractor is:

The name, address, zip code, and telephone of the **Contract Manager** for Contractor is:

Insert Contractor's payee name here	Insert Name of Contractor's Contract Manager
Insert street address here	Insert street address here
Insert city, state, zip	Insert city, state, zip
Insert telephone #	Insert telephone #

The name, address, zip code, and telephone number of the **Contract Manager** for AWI is:

Insert AWI Contractor name here

 Insert street address

 City, state, zip

 Telephone number

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

In the event that different representatives are designated by any Party after the execution of this Contract, notice of the name, address, zip code, and telephone number of the newest representative will be rendered in writing to all of the Parties and said notification attached to copies of this Contract.

- Remainder of Page Intentionally Left Blank -

I. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this ***Insert total number of pages here including any attachments*** page Contract by their undersigned officials duly authorized.

INSERT CONTRACTOR NAME		AGENCY FOR WORKFORCE INNOVATION	
By	_____	By	_____
	Signature		Signature
	_____		_____
	Type in Name		Type in Name
Title	_____	Title	_____
	Type in Title		Type in Title
	_____		_____
Date	_____	Date	_____

Federal Employer Identification Number: Insert correct FEIN here

Approved As to Form and Legal Sufficiency, Subject Only
To Full and Proper Execution by the Parties

OFFICE OF GENERAL COUNSEL
AGENCY FOR WORKFORCE INNOVATION

By: _____

Approved Date: _____

- Remainder of Page Intentionally Left Blank -

Attachment 1

SCOPE OF WORK

INCLUSION OF SOLICITATION DOCUMENTS & VENDOR RESPONSE

Contractor shall include the original specifications and all addendums and responses to *Insert Correct ITB, RFP, or RFQ # Here*, and all representations, warranties and commitments in the response and related correspondence as contractual obligations when performing under this Contract.

CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.

SCOPE OF WORK WILL BE INSERTED HERE.

- End of Attachment 1 (Scope of Work) -

Core Contract Attachment 2
CERTIFICATIONS AND ASSURANCES

AWI will not award a Contract where Contractor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Contract, Contractor hereby provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117 and House Resolution (H.R.3571)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Contractor understands and agrees that it is required to inform AWI immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117 and H.R. 3571).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117) and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571).

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor Date

(Street)

(City, State, ZIP Code)

- End of Attachment 2 -

Attachment 3

EMPLOYMENT ELIGIBILITY VERIFICATION CERTIFICATION

Pursuant to Executive Order #11-02, Contractor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the contract term to perform duties in Florida. Contractor further agrees to provide to the Agency as part of the contract documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Contractor further agrees that it will require each subcontractor that performs work under this contract to verify the employment eligibility of its employees by enrolling and participating in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this contract.

CONTRACTOR NAME
SIGNED:
NAME OF AUTHORIZED REPRESENTATIVE
TITLE OF AUTHORIZED REPRESENTATIVE
DATE:

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

ATTACHMENT A REFERENCE FORM

Respondent's Name: _____

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Agency for **which work similar to that specified in this solicitation has been performed for a period of at least one (1) continuous year**. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The Agency shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST AGENCY WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT B
COST PROPOSAL**

ORIGINAL THREE YEAR CONTRACT TERM

Assessor Training Participant Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	44	45	30	28		
2	Orlando Central Florida	49	50	49	53		
3	Ft. Lauderdale South Florida	60	60	49	8		
4	Sarasota Florida West Coast	54	55	52	29		
5	Tallahassee Northwest Florida	35	36	35	30		

“Train the Trainer” Training Participant Regional Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	7	7	5	4		
2	Orlando Central Florida	8	8	8	8		
3	Ft. Lauderdale South Florida	9	9	8	2		
4	Sarasota Florida West Coast	8	8	8	5		
5	Tallahassee Northwest Florida	5	5	5	5		

Or

“Train the Trainer” Training Participant Statewide Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS		SACERS	Cost per Session	Total Cost
1	Orlando	37	37	34	24			

***Authorized Representative’s Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT B (continued)
COST PROPOSAL**

RENEWAL YEAR ONE

Assessor Training Participant Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	44	45	30	28		
2	Orlando Central Florida	49	50	49	53		
3	Ft. Lauderdale South Florida	60	60	49	8		
4	Sarasota Florida West Coast	54	55	52	29		
5	Tallahassee Northwest Florida	35	36	35	30		

“Train the Trainer” Training Participant Regional Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	7	7	5	4		
2	Orlando Central Florida	8	8	8	8		
3	Ft. Lauderdale South Florida	9	9	8	2		
4	Sarasota Florida West Coast	8	8	8	5		
5	Tallahassee Northwest Florida	5	5	5	5		

Or

“Train the Trainer” Training Participant Statewide Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Orlando	37	37	34	24		

***Authorized Representative’s Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT B (continued)
COST PROPOSAL**

RENEWAL YEAR TWO

Assessor Training Participant Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	44	45	30	28		
2	Orlando Central Florida	49	50	49	53		
3	Ft. Lauderdale South Florida	60	60	49	8		
4	Sarasota Florida West Coast	54	55	52	29		
5	Tallahassee Northwest Florida	35	36	35	30		

“Train the Trainer” Training Participant Regional Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	7	7	5	4		
2	Orlando Central Florida	8	8	8	8		
3	Ft. Lauderdale South Florida	9	9	8	2		
4	Sarasota Florida West Coast	8	8	8	5		
5	Tallahassee Northwest Florida	5	5	5	5		

Or

“Train the Trainer” Training Participant Statewide Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Orlando	37	37	34	24		

***Authorized Representative’s Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT B (continued)
COST PROPOSAL**

RENEWAL YEAR THREE

Assessor Training Participant Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	44	45	30	28		
2	Orlando Central Florida	49	50	49	53		
3	Ft. Lauderdale South Florida	60	60	49	8		
4	Sarasota Florida West Coast	54	55	52	29		
5	Tallahassee Northwest Florida	35	36	35	30		

“Train the Trainer” Training Participant Regional Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Jacksonville North Florida	7	7	5	4		
2	Orlando Central Florida	8	8	8	8		
3	Ft. Lauderdale South Florida	9	9	8	2		
4	Sarasota Florida West Coast	8	8	8	5		
5	Tallahassee Northwest Florida	5	5	5	5		

Or

“Train the Trainer” Training Participant Statewide Estimates and Costs

Training Site	Recommended Locations	ITERS-R	ECERS-R	FCCERS	SACERS	Cost per Session	Total Cost
1	Orlando	37	37	34	24		

***Authorized Representative’s Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 response 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 responses 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, 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 this solicitation 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 performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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) For any employee who is so convicted, impose a sanction on the employee or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 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.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Agency, the State of Florida, or any of its Agencies. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Agency, or other person, who has received or will receive compensation of any kind to seek to influence the actions of the Agency in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who **and** own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence the Agency in this procurement on behalf of the Respondent:

_____	_____
_____	_____

☐ The Respondent has no interest to disclose and has had no person seeking to influence the Agency in connection with this procurement.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Agency for Workforce Innovation cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Agency for Workforce Innovation may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Authorized Signature (Manual)**

***Authorized Signature (Typed), Title**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in training on all Environment Rating Scales for a minimum of one year as required by this specification and is qualified to provide the services for which he/she is listed.

In the event that no subcontractor will be used, this list shall be returned indicating "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED: ☐

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

***Authorized Signature (Manual)**

***Authorized Signature (Typed), Title**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT H
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the Agency:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

3. How would you rate the contractor's quality of work?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

5. How would you rate the contractor's use of appropriate equipment and methods?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

Score _____

Divide by 4

= Average Score _____

Reference's Signature _____ Date _____

**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical response submittal	100
Executive Overview	50
* Training proposal demonstrates understanding of services to be performed (Section C.7) * Assessor Training Plan (Section C.7.a) addresses and meets required elements. * "Train the Trainer" Training Plan (Section C.7.b) addresses and meets required elements. * Orientation Training Plan (Section C.7.c) addresses and meets required elements. * Training participant estimates are addressed and meet the location and capacity needs of the State.	
Resumes – Contractor Qualifications	30
* Staff qualifications and evidence of adequate supervision * Education and professional licensure/certifications * Years and types of experience * Ability to document and provide process updates on training progress. * Ability to Serve all Areas of the State * Use/Non Use of Subcontractors	
Evidence of Prior Experience/Firm Stability	20
* Organization, size and structure of respondent's firm * Evaluation of Past Performance	
B. Total Possible Points for the Evaluation Phase	100 Points

NOTE: Cost will be evaluated by the present value methodology required by Section 287.0572, F.S., and Rule 60A-1.1063, F.A.C., to determine the lowest cost proposal. The maximum available points (20 points in total) for the Cost Proposal Submittal will be awarded to the Respondent with the lowest responsive Cost Proposal. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the following formula:

$$(A/B = C) \times M = P$$

A = Lowest responsive proposal

B = Actual responsive bid for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Proposal (= 20 points)

P = Points Awarded to each of the other Respondents

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT J
RESPONSE PACKAGE CHECKLIST**

To ensure that your response package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. Check off each of the following:

- ___ 1. The AWI Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original response. If a Respondent fails to submit a completed AWI Solicitation Acknowledgement Form with their response, the Agency reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. The right shall be exercised when the Respondent has met all other requirements of the response.

In the event that Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

- ___ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the response.
- ___ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the response. The authorized representative must have the authority to bind the Respondent.
- ___ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original response, if applicable.
- ___ 5. The List of Sub-Contractors, if applicable (Attachment G) has been completed, signed, and attached if applicable.
- ___ 6. The Respondent has obtained and submitted three (3) signed, sealed and dated Reference Questionnaires (Attachment H) in a standard #10 envelope from the References identified in Attachment A.
- ___ 7. The Attestation of Authority to Certify Assessors (Attachment L) has been completed, signed, and enclosed in the original response.
- ___ 8. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.
- ___ 9. The Respondents response addresses the State's four (4) objective State Project Plans to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.
- ___ 10. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.
- ___ 11. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the original response.
- ___ 12. The original response must be received, at the location specified, prior to the Response Opening Date and Time designated in the Invitation to Response Document.
- ___ 13. The Respondent shall submit one (1) original, signed and sealed response, five (5) hard copies, and one (1) electronic copy (on compact disc).
- ___ 14. If Respondent considers any portion of its response to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the response titled "Redacted Copy" on compact disc.
- ___ 15. On the lower left hand corner of the envelope transmitting your original response, write in the following information:

Solicitation Number: **11-RFP-002-FS**

Title: **Environment Rating Scales (ERS) "Train the Trainer" Services**

Response Opening Date & Time: **June 2, 2011, 3:00 PM (Eastern Time)**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

ATTACHMENT K RESUME TEMPLATE

Each Respondent should use their own resume template for all team members proposed for this project. For all resumes submitted for this project, the following disclosures must be provided for all proposed team members:

- For all team members indicate if individual is a Respondent employee, a contracted individual or a subcontractor.
- For all team members indicate if there are any current relationships (professional or personal) to any of the following organizations: (1) State Agencies, (2) School Districts, and (3) Local governments (Florida cities or counties).
- For all team members describe (1) education, (2) professional certifications, (3) professional and business affiliations, (4) previous work experience (in general) and (5) years of specifically –related work experience.
- For all team members indicate the type of project duties they will perform using one of the seven categories:
 1. Project Management Plan
 2. Implementation Plan
 3. Acceptance Testing Plan
 4. Quality Management Plan
 5. Risk Management Plan
 6. Problem Management Plan
 7. Integration Management Plan
 8. Security Management Plan
 9. Configuration Management Plan
 10. Training and Communication Plan
 11. Disaster Recovery Plan
 12. Business Continuity Plan
 13. Marketing Plan
 14. Transition Plan
- For team members that are Respondent employees, provide a current position title and description of duties.
- For team members that are contracted individuals or subcontractors, provide a list of current employer and clients.
- For team members that are contracted individuals or subcontractors, describe any current relationships (professional or personal) with the Respondent firm or its employees.

**ATTACHMENT L
ATTESTATION OF AUTHORITY TO CERTIFY ASSESSORS**

State of Florida
Agency for Workforce Innovation
Purchasing Office
MSC B-047 Caldwell Bldg
107 E. Madison Street
Tallahassee, FL 32399-4102

I, _____ certify that the authors of the Environment Rating Scales (ERS) have authorized me to certify ERS training participants as certified ERS assessors.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

EXHIBIT 1

CONTRACTOR AFFIDAVIT

Regarding the Contract Between
[] (the "Contractor")
and
The Florida Agency for Workforce Innovation

Contract No.: [] dated [] (the "Contract")

Pursuant to section _____ of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the preferred-pricing clause contained in the Contract.

PRINT CONTRACTOR NAME: _____

By: _____ Date: _____
Signature of Authorized Representative

Print Representative's Name/Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by _____.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] _____ Personally Known OR _____ Produced the following I.D. _____

Contractor Name _____ FEIN.: _____
Contractor's Authorized Representative Name and Title _____
Address _____
City, State, Zip _____
Phone Number _____
Email Address _____

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.