



# AGENCY FOR WORKFORCE INNOVATION REQUEST FOR PROPOSAL

## Solicitation Acknowledgement Form

Page <u>1</u> of <u>91</u> pages	SUBMIT RESPONSE TO: <b>Agency for Workforce Innovation Office of Procurement and Contract Administration 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455</b>
AGENCY RELEASE DATE: <u>August 17, 2010</u>	

SOLICITATION TITLE: <b>Unemployment Compensation Administration Functions Support</b>	SOLICITATION NO: <b>10-RFP-004-FS</b>
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RESPONSES WILL BE OPENED: **September 24, 2010 @ 3:00 P.M. EST**  
and may not be withdrawn within 180 days after such date and time.

RESPONDENT NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> *AUTHORIZED SIGNATURE (MANUAL)
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> *AUTHORIZED SIGNATURE (TYPED), TITLE  *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.
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**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:	

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## SECTION A - INTRODUCTION

### A.1 Solicitation Number

10-RFP-004-FS

### A.2 Solicitation Type

Request for Proposal (RFP)

### A.3 Program Office

Unemployment Compensation (UC)

### A.4 Procurement Office

Agency for Workforce Innovation  
Purchasing Office  
MSC B-047, Caldwell Building  
107 East Madison Street  
Tallahassee, Florida 32399-4102  
Fax Number: (850) 245-7470

Procurement Officers (Points of Contact):

Fran Shewan  
Purchasing Specialist Supervisor  
Telephone Number: (850) 245-7466  
Fran.Shewan@flaawi.com

Sonja Strickland  
Purchasing Specialist  
Telephone Number: (850) 245-7472  
Sonja.Strickland@flaawi.com

### A.5 Purpose

The Agency for Workforce Innovation (AWI or Agency) invites interested and qualified firms to submit responses to this solicitation to meet the needs outlined in Section A.6 below. Specific instructions for responding are contained in Sections B and C below.

### A.6 Statement of Need

The Agency intends to award a five-year contract on a yearly basis to a Contractor to provide leased temporary employment services throughout the State of Florida in locations as determined by the Agency. The preferred Contractor must have a minimum of three years experience in providing leased employee services with the ability to provide services and staff in any Florida location determined by the Agency. Leased employees will be trained and supervised by Agency employees and work with Agency employees in providing government benefit services by responding to customer inquiries, entering claims, accurately explaining the unemployment compensation program laws, policies and procedures in a clear and understandable manner, accurately interpreting information in the claimant's claim history file, advising claimants of the status of their claims, assisting claimants with Affidavits for lost/missing warrants, assisting claimants with resetting Personal Identification Numbers (PINs), accurately documenting services and call results in the claimant's history files and providing other unemployment program administrative support functions.

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**SECTION B**  
**SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS**

**B.1 Acronyms and Definitions**

Term	Definition
Addendum	Additional information relating to the solicitation posted by the Agency to the Florida Vendor Bid System
Agency	The Florida Agency for Workforce Innovation (AWI)
Agency Business Hours	Typically, Monday through Friday, 7:00 A.M. through 6:00 P.M., the hours in which the Agency conducts routine business, but may vary due to flexible hours, emergencies, and workload demands
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. <ul style="list-style-type: none"> <li>• New Year's Day</li> <li>• Martin Luther King Day</li> <li>• Memorial Day</li> <li>• Independence Day</li> <li>• Labor Day</li> <li>• Veteran's Day</li> <li>• Thanksgiving Day and the following day</li> <li>• Christmas Day</li> </ul>
ARRA	American Recovery and Reinvestment Act of 2009
AWI	The Florida Agency for Workforce Innovation (also referred to as "Agency")
Buyer	The entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if the entity meets the definition of both terms.
Calendar of Events	The scheduled milestones listed in Section B.3 of this document. Also referred to as the "timeline".
CAP	Corrective Action Plan
C.F.R.	Code of Federal Regulations
CMBE	Certified Minority Business Enterprise
Contract	All documents, exhibits, and attachments specifying services to be performed or provided by the Contractor, including vendor responses to this document, billing rates for these services, how the Contractor shall be compensated for these services, any subsequent contract, amendments or attachments to the contract executed by both the Contractor and the Agency and any subsequent Direct Order (DO) or DO change orders issued supporting the contractual provisions and services.
Contract Manager, Agency	The person who shall be responsible for enforcing performance of the contract terms and conditions and serve as liaison with the Contractor as required by s. 287.057(14), F.S.
Contract Manager, Contractor	The person who shall be responsible for assuring Contractor performance in accordance with the contract terms and conditions and serve as the liaison with the Agency.
Contractor	The Respondent selected to perform the contract Scope of Work defined in this solicitation.
Contractor's Management Fee	Contractor's administration fee based on the total monthly cost of the employees' wages and benefits, including FICA, Workers' Compensation Insurance, UC Taxes, Liability Insurance and overhead.
Customer	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 referred to as the Buyer as defined in PUR 1001 if it meets the definition of both terms.
CY	Calendar Year. A period from January 1 through December 31 of each year.
Days	AWI business days unless otherwise specified.
D&B	Dun and Bradstreet
DFS	Florida Department of Financial Services

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DMS	Florida Department of Management Services
DO	Direct Order. Term is used interchangeably with Purchase Order (PO). A DO is a written agreement formalizing a transaction between an agency and a vendor.
DUA	Disaster Unemployment Assistance
EFT	Electronic Funds Transfer
EST	Eastern Time
Evaluation Team	At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.
Extension	Pursuant to Section 287.012 (12), F.S., a contract term which means an increase in the term allowed for a contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.
F.A.C.	Florida Administrative Code
FDLE	Florida Department of Law Enforcement
F.S.	Florida Statutes
FEID	Federal Employer Identification Number. Used interchangeably with FEIN.
FEIN	Federal Employer Identification Number. Used interchangeably with FEID.
FL	State of Florida
Florida	State of Florida
Full-Time	Employees who are hired and employed by the Contractor and assigned to AWI to work on a forty (40) hour a week basis. Employees may actually work less or more hours at the discretion of AWI, but they are hired as a full-time employee for benefits determination purposes.
FUTA	Federal Unemployment Tax Act
Invoice	Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to the Agency Contract Manager for verification and payment.
IT	Information Technology
IVR	Interactive Voice Response
MBE	Minority Business Enterprise certified by the Florida Office of Supplier Diversity
MFMP	MyFloridaMarketPlace
OMB	Office of Management and Budget
Part-Time	Employees who are hired and employed by the Contractor and assigned to AWI to work on a twenty (20) hour a week basis. Employees may actually work less or more hours at the discretion of AWI, but they are hired as a part-time employee for benefits determination purposes.
Position of Special Trust	A position or duty designated by an Agency business unit and approved by the Agency Director or their designee following Agency Policy 1.08 procedures. For the purpose of this RFP, this will primarily be Contractor employees who may be identified to serve as security officers granting and controlling access privileges to confidential unemployment information within their administrative control.
Product	Any deliverable under the Contract, which may include commodities, services, technology or software.
Purchase Order	In accordance with rule 60A-1.001(2)(a), F.A.C., a Purchase Order (PO) is a written agreement formalizing a transaction between an agency and a vendor. The term is used interchangeably with a DO.
Premise(s)	The entire Agency for Workforce Innovation state wide property leased or owned by the Agency or any other property that may be added to or deemed part of the Agency identified by the Agency's General Services Office.
Procurement Officer	The Buyer's contracting personnel, as identified in Section A.4.
Proposal	The offer extended by a Respondent to the Agency in response to this RFP.
Respondent	A person, vendor or entity submitting a proposal to the Buyer in response to a solicitation issued by the Agency with the intent to enter into a contract to sell commodities or contractual services to the Agency.
Response/Proposal	The offer extended and material provided by the Respondent to the Agency in response to

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	this document.
Responsive Proposal	A proposal submitted by a responsive and responsible Respondent that conforms to all material respects to the solicitation.
Responsible Respondent	A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
RFP	Request for Proposal
SFY	State Fiscal Year. A period from July 1 <sup>st</sup> to June 30 <sup>th</sup> of each year.
SOW	Scope of Work
SQR	Supplier Qualification Report is a report provided by Dun & Bradstreet.
SSN	Social Security Number
Stakeholders	Anyone affected in any way by the project being conducted, or the outcome of the project.
State	State of Florida
Sub-Contractor	A person or entity contracting to perform part of another's entire contract, upon Agency approval.
Timeline/Timeframe	See "Calendar of Events". A list of critical dates and actions that are included in the calendar of events.
UC	Unemployment Compensation
UI	Unemployment Insurance
UIPL	Unemployment Insurance Program Letter
U.S. or USA	United States of America
U.S.C.	United States Code
USDOL	United States Department of Labor
Vendor Bid System (VBS)	The electronic system in Florida which allows all state agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notifications of solicitation advertisements, addendums to solicitations, and exceptional purchases.
Written Notice	Written Notice is herein defined as notice in writing, signed and may be facsimile of the original.

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## B.2 Restrictions on Communication with Agency Staff

In compliance with Section 287.057(24), 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 Officer named in Section A.4. Violation of this provision may be grounds for rejecting a response.

## B.3 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 (following dates may shift based on release of solicitation).

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and published on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	8/17/2010
2.	Pre-Proposal Conference Note: Attendance by Respondents is optional, but is encouraged per Section B.5	8/26/2010 @ 10:00 AM, EST
3.	Technical Questions due from prospective Respondents to the Agency (FAX or electronic responses are ACCEPTABLE). Responses must be submitted as a Microsoft Word 2007 version file format using Attachment J, Question Submittal Form.	8/27/2010 @3:00 PM, EST
4.	Questions and Answers posted by the Agency to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	9/3/2010 @ 5:00 PM, EST (Anticipated)
5.	Mandatory Intent to Submit Reply (Attachment O) due from prospective Respondents (FAX ACCEPTABLE)	9/8/2010 @ 5:00 PM, EST
6.	Proposal Responses Due and Opened	9/24/2010 @ 3:00 PM, EST
7.	Posting of Intended Award	10/19/2010 (Anticipated)
8.	* Estimated Contract Start Date	1/1/2011
9.	Estimated Contract Completion Date	12/31/2015

\*Anticipated contract start date is estimated for the purpose of developing standard schedules across Respondents' responses. To avoid a break in service, the actual contract start date will be negotiated between the vendor awarded a contract from this solicitation and the Agency.

All public meetings will be held in the Agency's **Caldwell Building located at 107 East Madison Street, Room B-049, Tallahassee, Florida, unless otherwise noted.**

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

#### **B.4 RFP Process Overview**

The RFP process will be conducted in three sequential phases as follows:

1. **Response Preparation Phase:** The Respondents will prepare and submit a response to the AWI Procurement Officers specified in Section A.4 based on the requirements identified in this RFP and any addenda to the RFP.
2. **Evaluation Phase:** The AWI Procurement Office will perform a review of administrative requirements listed in Section B.35. An Evaluation Team will evaluate and score the acceptable replies according to the evaluation criteria contained in the RFP and the Agency will then post the Agency's Notice of Intended Award, as set forth in Section B.3, Calendar of Events.
3. **Contract Development and Execution:** The Agency will prepare a two-party contract from information included in the RFP and the selected vendor's response for the two parties to execute and once fully executed, issue a DO to the selected vendor.

#### **B.5 Pre-Proposal Conference**

**A pre-proposal conference will be held as per the date, time and location specified in Section B.3, Calendar of Events. Although attendance is not mandatory, all prospective Respondents intending to submit a response to this RFP are encouraged to attend.** The pre-proposal conference will provide prospective Respondents with an opportunity to ask questions to clarify any uncertainties. Questions asked and answers provided at the conference are not binding since impromptu questions will be permitted and spontaneous answers provided. All prospective Respondents must clearly understand that the controlling and official answer or position of the Agency will be one in writing and posted as an Addendum to the VBS. Oral answers are to be considered only as tentative and must not be relied upon until such time as a written answer is provided. Only a written answer may be relied upon.

Respondents should review and become familiar with the solicitation documents and other supporting materials as listed in this document in their entirety prior to attending the conference.

Visitor parking for the pre-proposal conference in Tallahassee, Florida is available in Parking Lot C, Level 1 in the parking deck behind the Fletcher Building, on the southwest corner of South Monroe and West Gaines Street. A map of this parking area is available at the following URL:

<http://www.floridajobs.org/generalservices/pdf/Parking%20Lot%20Map.pdf>

Prospective Respondents should allow enough time to arrive, park, walk and gain entry into the building to ensure they arrive prior to the applicable pre-proposal conference time.

The Caldwell Building is a secured facility requiring visitors to sign in, obtain a visitor's pass and be escorted. Upon arrival, prospective respondents should report to the receptionist through the front entrance located at the corner of Monroe Street and Madison Street or report to the security guard located in the rear of the building at the loading dock area. Agency staff will be available to escort visitors to the pre-proposal conference room. Respondents requiring special accommodations to access the Caldwell Building to participate in the pre-proposal conference deliver responses or participate in the bid openings should notify the contacts listed in Section A.4 at least one business day prior to the scheduled event.

#### **B.6 Questions** *(This section supersedes Section C, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this RFP shall be submitted in writing, using Attachment J, Question Submittal Form, identifying the submitter, to both Fran Shewan and Sonja Strickland at the address, email, or fax specified in Section A.4, Procurement Office, by the date and time specified in Section B.3, Calendar of Events. All questions and/or changes to the solicitation will be posted as an Addendum to the RFP on the DMS VBS. It is the prospective Respondent's responsibility to

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periodically check the VBS. 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 VBS.

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.7 Intent to Submit Proposal**

Respondent's intending to submit a response to this RFP must complete, sign and return Attachment O, Intent to Submit Reply, by the date and time listed in Section B.3, Calendar of Events of this RFP. Failure to submit the completed and signed Intent to Submit Reply form by the due date and time will result in the Respondents reply being determined non-responsive.

#### **B.8 Submission of Proposal** *(This section supersedes Section C, PUR 1001, Instruction #3, Electronic Submission of Responses)*

The Agency will only accept proposals that are mailed or hand delivered. If mailing, proposals should be sent by controlled mail so submissions can be tracked. Responses cannot be submitted electronically or by facsimile. Each response shall be prepared simply and economically, following the instructions contained herein.

#### **B.9 Withdrawal of Proposal**

Responses submitted before the response due date and time may be withdrawn or replaced with another response up until the response due date and time. After the response due date and time, a Respondent may request withdrawal of its response from consideration by submitting a letter signed by the Respondent, to the Agency Procurement Officers specified in Section A.4 requesting their response be withdrawn from consideration and citing the reason for the withdrawal.

#### **B.10 Response Opening** *(This section supersedes Section C, PUR 1001, Instruction #12, Public Opening)*

The response opening will be held at the time and date specified in Section B.3, Calendar of Events, in the Office of Procurement and Contract Administration, 107 East. Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida. Responses are to be submitted in a sealed envelope with the response number and opening date and time identified on the outside. Responses may be sent by controlled mail, Courier, or Hand-Delivered. **ELECTRONIC SUBMISSION OF RESPONSES OR RESPONSES TRANSMITTED BY FACSIMILE ARE NOT AUTHORIZED AND WILL NOT BE ACCEPTED FOR THIS SOLICITATION.**

The name of all Respondents submitting responses shall be made available to interested parties upon written request to the contact persons listed in Section A.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any response/proposal documents or the attendance to any related meeting or response/proposal opening. 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 a Respondent is hand-delivering a response, please allow for sufficient time to gain access into the building.

All responses must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number, date and time of the opening for the solicitation for which response is intended. The Agency is not responsible for the opening of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its response is submitted at the place and time indicated in this solicitation.

**Sealed responses received by the Agency in response to this proposals 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 Section 120.57(3)(a), F.S. or 10 days after the response opening, whichever is earlier.**

#### **B.11 Solicitation Requirements**

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The Agency has established certain mandatory requirements that must be included as part of any response. The use of the terms "shall", "must" or "will" indicates **MANDATORY** requirements or conditions.

The Respondent shall submit its response in the format prescribed within this RFP and within the time frame specified in Section B.3, Calendar of Events. The prescribed format and instructions for this solicitation have been designed to help ensure 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 ADDITION TO THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

The response shall consist of two independent parts, a Technical Response and a Cost Response, which are specified in Section B.32.

General guidance for the preparation of responses is as follows:

- It is not necessary to prepare a response using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. The response shall be prepared in accordance with the instructions herein.
- 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.
- Each section of the response has a specific page limit. Any and all information submitted beyond these page limits will not be reviewed or evaluated.
- The Technical response package shall be prepared using 8.5" X 11" paper.
- General text of the submitted documents should use either Arial or Times New Roman, and at a minimum, 10-point font and maximum of 12 point font. Figures and Tables should use at a minimum, 10-point font or a maximum, 12-point font.
- The Respondent shall use plain language and avoid specific company or industry jargon to the extent possible in order to support the response review process. Information the Respondent considers relevant, but inapplicable to any of the required sections below, must be provided as an appendix to the technical response.
- If a Respondent attaches a publication or other document in order to provide required information, a clear and specific reference to the document and the relevant section and page(s) from the RFP must be given in the appropriate section of the technical response. If the document is not specifically referenced in the response, it will not be considered.
- Each section of the Respondent's response must coincide with the appropriate section of the RFP to support the response review process.

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

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## MANDATORY REQUIREMENTS

- A. It is **MANDATORY** that the Respondent submits their reply within the time frame specified in Section B.3, Calendar of Events.
- B. It is **MANDATORY** that the Respondent submits the Intent to Submit Reply, Attachment O, within the time frame specified in Section B.3, Calendar of Events.
- C. It is **MANDATORY** that the Respondent return one (1) original, signed and sealed **Technical proposal** package; along with five (5) copies and one (1) electronic copy (on compact disc). Required attachments are as follows:
1. AWI Solicitation Acknowledgement Form
  2. Attachment A – Reference Form
  3. Attachment C – Drug Free Workplace Certification
  4. Attachment D – Disclosure Statement/Conflict of Interest Disclosure
  5. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
  6. Attachment F – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements
  7. Attachment G – List of Sub-Contractors
  8. Attachment H – Evaluation of Past Performance
  9. Attachment I – Response Package Checklist
  10. Attachment J - Question Submittal Form
  11. Attachment K – Dun & Bradstreet Supplier Qualifier Report
  12. Attachment L - Certificate of Good Standing
  13. Attachment M – Certified Service – Disabled Veteran Business Enterprises Certification (if applicable)
  14. Attachment N – Proof of Signature Authority
- D. It is **MANDATORY** that the Respondent returns one (1) original, signed and sealed **Attachment B – Cost Response**; along with one (1) copy, and one (1) electronic copy (on compact disc). The electronic response must be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format.
- E. It is **MANDATORY** that the Respondent returns one (1) original and one (1) electronic copy of compact disc of a **Redacted Copy** of its proposal, if necessary.
- F. It is **MANDATORY** that the Respondent returns one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by an individual authorized to bind the Respondent.

**Important:** Failure to meet these requirements will result in the reply not being evaluated and rejected as non-responsive.

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.

**CAUTION: A response received at the office designated after the exact time specified for receipt will not be considered and will be returned to the Respondent unopened.**

### **B.12 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 for oral presentations, if applicable.

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### **B.13 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 will incorporate the successful response, will be a matter of public 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 asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's response, upon submission, and the contract shall be the property of the Agency except those parts asserted to be exempt in the manner set forth below, and 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 State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of the response will not affect this right.

### **B.14 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. Any prospective Respondent acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and it is hereby agreed by the Respondent 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 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, Respondent must also simultaneously provide the Agency with a separate Redacted Copy of its response. 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 Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. If the 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 the Respondent in answer to a public records request.

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, because of, or due to failure of the Agency to release information redacted by the responder, 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.

### **B.15 Posting of Recommended Award** *(This section supersedes Section C, 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.3, Calendar of Events, above and on the VBS for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Respondent who desires to protest the recommended award must file a written protest with the Office of Procurement and Contract Administration, Agency for Workforce Innovation, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), F.S. and Chapter 28-110, F.A.C..

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## **B.16 Description of Work Being Procured**

The Agency is requesting proposals from prospective Contractors for Unemployment Compensation administration functions support located statewide throughout the State of Florida. All work shall be performed in accordance with the Scope of Work contained in Section D.

## **B.17 Number of Awards**

The Agency anticipates the issuance of one (1) contract for services under this solicitation. However, the Agency reserves the right to issue multiple contracts if such will be advantageous to the Agency and the State of Florida. The Agency, at its sole discretion, shall make this determination.

## **B.18 Contract Period**

Any contract awarded as a result of this RFP is expected to begin upon execution of the contract and remain in effect for a period of sixty (60) months through annual renewals as outlined in Section A.6, Statement of Need, and Attachment B., Cost Response. The selected Contractor will be expected to be able to assume full responsibilities outlined herein within thirty (30) days of contract execution and agrees to cooperate with the Agency and the existing service provider in the transition of staff and services immediately upon the contract execution date.

The Agency reserves the right to renew the contract resulting from this solicitation in accordance with s. 287.058(1)(g), F.S. after the initial sixty (60) month period on an annual renewal basis. Renewal of the contract shall be in writing and shall be subject to the terms and conditions set forth in the original 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. The renewal price will be set forth in the Respondent's proposal or reply to this solicitation and the cost for any such renewal may not be changed from the vendor's response. All renewals are contingent upon satisfactory performance evaluations by the Agency and are subject to the availability of funds. The Agency shall make sole determinations on the availability of funds.

## **B.19 Type of Contract Contemplated - (This section supersedes Section C, PUR 1000, Condition #2, Purchase Order, only if the contract award is equal to or greater than \$50,000)**

A cost reimbursement (management fee) and a fixed price (employee hourly rate) contract is proposed; however, the Agency reserves the right to award another type of contract if such will be most advantageous to the Agency and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

A copy of the proposed contract is included in Section E, "Agency Core Contract." The requirements contained in the proposed contract should be closely reviewed by the Respondent since modifications proposed by the Respondent may not be considered.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the Agency's Office of Procurement and Contract Administration referred to in Section A.4 above.

## **B.20 Response Acceptance Period**

The Agency intends to execute the contract(s) as soon as possible after the posting of the Agency decision. The Agency has the discretion to terminate discussions if agreement is not reached within thirty (30) days after the announcement of an award.

## **B.21 Firm Response - (This section supersedes Section C, PUR 1001, Item #14, Firm Response).**

Any submitted proposal shall remain valid for one hundred eight (180) days after the Posting of Intended Award date specified in Section B.3, Calendar of Events, or when a contract is fully executed, whichever occurs first.

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## **B.22 Laws and Permits**

Contractor(s) must comply with all local, State of Florida 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.23 Vendor Registration**

Prior to entering into a contract with the Agency, the selected Contractor must be registered in the DMS MyFloridaMarketPlace (MFMP) 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: 991-460 Job Bank and Employment Services.

## **B.24 Florida Department of State Registration Requirements**

All entities defined under Chapters 607, 608, 617, 620, 621 and 865, Florida Statutes, seeking to do business with the Agency shall, prior to a contract, be appropriately registered with the Florida Department of State.

## **B.25 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 of the proposed individuals the Contractor shall notify and obtain written approval from the Agency of the proposed substitution as soon as possible, but no less than five (5) business days. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The 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.26 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 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.

With the response, the Contractor shall submit documentation addressing diversity and describing the efforts 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/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

The Contractor awarded a contract as a result of this solicitation shall provide a monthly Certified Minority Business Enterprise (CMBE) report to the AWI Contract Manager summarizing the participation of certified and non-certified minority sub-Contractors/material suppliers for the current month, and project to date. The reports shall include the names, addresses and

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dollar amounts of each certified and non-certified MBE participant. The report format will be provided to the Contractor by the AWI Contract Manager.

#### **B.27 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 determine whether or not a conflict of interest exists.

#### **B.28 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 (1) submitted with a response, (2) specified to be delivered under a project contract, or (3) developed or produced and paid for in whole or in part by contract funds, except as may otherwise be provided in the contract, become the property of the Agency.

#### **B.29 Change of Ownership**

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

#### **B.30 Number of Copies to be Submitted**

One (1) original, five (5) signed copies of the Technical proposal must be submitted for review by the Agency and one (1) electronic copy (on compact disc). Each copy is to be bound individually. One (1) copy of the proposal shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the proposal.

One (1) original, signed and sealed **Attachment B – Cost Response**; along with one (1) copy, and one (1) electronic copy (on compact disc). The electronic response must be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format.

**In addition, if the Respondent submits a response that is deemed confidential, proprietary or trade secret in accordance with Section B 14. Confidential, Proprietary or Trade Secret Information and Material must provide a CD ROM of the redacted proposal.** One (1) original and one (1) electronic copy of compact disc of a **Redacted Copy** of its proposal, if necessary.

#### **B.31 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.32 Technical Proposal Format**

Using the description of work outlined in Section B.16 and Section D, Respondents shall prepare their technical response package in the order outlined below, with the sections tabbed for ease of identification and review.

**The Respondent's technical proposal shall be packaged separately from their cost response. Failure by the Respondent to submit the Cost Response separately shall result in the response being deemed non-responsive, and therefore, the response will be rejected.**

The technical proposal shall consist of the following parts:

##### **a. Cover Sheet - AWI Solicitation Acknowledgement Form**

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The AWI Solicitation Acknowledgement Form (page one [1]) of this RFP shall be completed as instructed and included as the cover sheet for the Technical Response. Respondents are required to complete, sign and return the "AWI Solicitation Acknowledgement Form" with their response submittal. This form must be completed and signed by a representative who is legally authorized to contractually bind the Respondent.

The originally signed copy shall be submitted in one (1) copy of the response packaged marked "Original". Five (5) photocopies of the signed original shall be made and one (1) copy shall be provided in each of the five (5) additional response packages submitted to the Agency.

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. This right shall 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 (Limited to one [1] 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);
- 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 – Company Profile, Experience and Service Solution (Limited to seventy-five (75) pages)**

#### **Respondent's History and Experience**

The Respondent must describe its experience in providing temporary employee leasing services as specifically contemplated in this RFP. Also, describe any other similar or related work experience. Experience shown should be work done by employees assigned to government entities providing government benefit services as well as the overall experience of the company. State whether the Respondent was the main Contractor or a Sub-Contractor and whether they worked in cooperation with a Sub-Contractor. Clearly note the level and type of employee background screenings conducted, criteria used in selecting employees for clients, and soft-skills training provided prior to assigning employees to clients such as customer service training, telephone etiquette, team building, etc. Provide a detailed description of any work to be sub-Contracted with information describing the qualifications and relevant experience of any proposed Sub-Contractor.

In determining Respondent 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 satisfactory performance of the Contract.

#### **Company Overview**

This solicitation will require a substantial commitment of company resources and personnel to meet the Agency's needs. Historically, over the past five (5) years, a minimum of approximately seventy-five (75) and a maximum of approximately three hundred (300) temporary leased employees have been required to meet the Agency's workload demands. These numbers will constantly fluctuate based on economic demands. The response must provide information to support the Respondent has the experience, capacity, and resources to provide the services requested to this RFP and its attachments.

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Provide the requested information below which will demonstrate the Respondent's and Sub-Contractor(s)'s ability to provide and sustain the level of support required in this RFP. The Respondent's, and any proposed Sub-Contractors information shall be shown separately.

Specifically, the Respondent and its Sub-Contractor(s) must provide:

1. Full, legal name;
2. Federal Employer Identification Number;
3. Proof of legal entity and authorization to business in the State of Florida;
4. Country and state of incorporation;
5. Principal place of business;
6. Description of the Respondent's organization, including number of years in business, subsidiaries, parent corporations, officers; including organizational charts and details concerning the number of facilities by geographic location;
7. Brief description of the Respondent's principal type of business and history and what uniquely qualifies it for this work;
8. State whether the Respondent has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide Court and case number;
9. Identify any potential or actual conflicts of interest that might arise for the Respondent as a result of any potential contract award to the Respondent, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Number 6 of the PUR 1001 (Section C). Address both personal and organizational conflicts; and,
10. Describe reservations the Respondent must make if unable to certify completely all of the items in Number 9 of the PUR 1001 (Section C) entitled "Respondent's Representation and Authorization." If no reservations are made in this section of the proposal, Respondent shall be deemed to attest to the truth of all listed items and the Agency may rely upon them.

The following specifically apply to the prime Respondent and should be addressed as such:

1. Provide the names, addresses, emails, and phone numbers of all affiliated or related companies, partnerships or associations (including Sub-Contractor, if any) and a brief description of their relationship to the Respondent.
2. If proposing to use any Sub-Contractors for the project, Respondents shall describe in detail their experience as a prime Respondent in dealing with Sub-Contractors and how they plan to manage and coordinate any proposed Sub-Contractors;
3. If proposing to use any Sub-Contractors for the requested services, Respondents shall describe in detail their proposed Sub-Contractor(s) and explain why each was selected for this project;
4. Provide detailed description of any and all contracts or agreements that have already been entered into with a Sub-Contractor to provide services under any contract related to this RFP (provide copies of the contract(s) or agreement(s) with the Sub-Contractor, signed by an officer representing each party).

The Respondent should demonstrate the company's commitment to the State of Florida such as minority business experience, charitable endeavors, and mentoring.

**Chapter Law 2010-151**, Laws of Florida Section 49, available at: <http://laws.flrules.org/> states:

"(1) Consistent with the principles of promoting employment of state residents, ensuring that the expenditure of state funds benefits state residents, and encouraging economic development within the state, each entity expending funds provided in the General Appropriations Act for the 2010-2011 fiscal year for any purchase of goods and services in excess of \$5 million shall give preference, to the maximum extent possible under or consistent with applicable state and federal laws, to vendors or businesses that have a principal place of business in the State of Florida and that commit contractually to maximize the use of state residents, state products, and other Florida based businesses in fulfilling their contractual duties. (2) This section does not apply to any contract that was funded prior to June 1, 2010. (3) Each state agency shall identify contracts that are subject to this



section and shall report by March 1, 2011, to the Agency for Workforce Innovation each contractor's compliance with this section.”

The Respondent shall provide the following information in their response:

- Location of existing business operations within the State of Florida
- The existing number and type of employees in the State
- A plan to maximize the use of Florida-based residents, state products and other Florida based businesses in fulfilling the contractual duties, if awarded

### **Human Resource Functions**

The Respondent shall provide the following information in their response:

- Employee Hiring Screenings and Selection Criteria, including the procedures for handling employees that have pled nolo contendere or no contest, regardless of adjudication
- Employee Training
- Employee Retention, Performance Evaluation, Disciplinary, Resolution and Termination Actions
- Employee Attendance and Leave Record-Keeping, etc.

### **Value Added Service – Innovative Ideas**

Value added services and innovative ideas are those services or benefits the Respondent provides to its employees or its clients that are above and beyond those requested in this RFP which will offer additional benefits to AWI or the employees the Respondent assigns to AWI. Describe and clearly label any value added services provided or offered. Although the Agency has provided a statement of need and mandatory requirements for Respondents, these are not intended to limit Respondent's innovations or creativity in preparing a response to accomplish these goals. Innovative ideas, employer or employee benefits and services beyond those requested will be considered during the evaluation process. For example, value added services may include, but not be limited to employee 401K or other Retirement Investment Plans, employer sponsored dental programs, employee child care support discounts, or cost savings discounts to the Agency.

### **Dun & Bradstreet – Supplier Qualifier Report**

The Agency will assign evaluation points on the Respondent's financial viability to perform the services outlined in this RFP. The Respondent shall provide a Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B), Attachment K. The SQR is a standard report detailing financial and operational capability. The perspective Contractor shall request the SQR report from D&B at:

<https://sor.dnb.com/sor/isp/forms/SOF.jsp?ORTAG1-JQ37hS4r&SORTAG2=j58Gjk4x>

Instructions for the preparation of this report are as follows:

1. Enter the RFP number in the text field entitled “Enter your RFP Number” and select submit.
2. Enter your company's Duns Number, if you do not know your company's Duns number, you may use the search feature to find it.
3. Confirm Registration.
4. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be responsibility of the Respondent.

The SQR report shall be a part of the Respondent's response. An identical report should be kept by the Respondent as verification. It is the duty of the Respondent to ensure the submission of a D&B report that accurately reflects the proposing entity. If the Agency cannot easily determine that the SQR report is that of the proposing entity, then the Agency may award zero (0) points.

Respondents are advised to allow sufficient time before the response due date for the D&B processing. Respondents should allow a minimum of fifteen (15) business days for D&B to process.

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- **Tab 3 – Attachments**

The required response forms furnished in this solicitation must be used when submitting a response. Forms are to be filled out electronically or in ink, and are to be signed by an authorized signatory and dated. Original signatures are required in the original response only. Copies of signature pages are valid for the response copy versions.

An officer or an employee authorized to legally bind the Respondent to its provisions and to the provisions of any contract resulting from the RFP must sign the response. If someone other than the President, Chief Executive Officer or Chairman of the Board of Directors signs the response to this RFP, Attachment N – Proof of Signature Authority must be submitted. If a contract is entered into between the Agency and the Respondent, the content of the Respondent's response and this RFP shall be incorporated in the contract and become contractual obligations of the Respondent.

Responses to this RFP must include the following documents and attachments:

- Attachment A - Reference Form
- Attachment C - Drug-Free Workplace Certification
- Attachment D - Disclosure Statement/Conflict of Interest Disclosure
- Attachment E - Certification Regarding Debarment
- Attachment F - Certification Regarding Lobbying
- Attachment G - List of Sub-Contractors
- Attachment H - Evaluation of Past Performance (should be returned with response)
- Attachment I - Response Package Checklist
- Attachment J – Question Submittal Form
- Attachment K - Dun & Bradstreet Supplier Qualifier Report
- Attachment L – Certificate of Good Standing
- Attachment M - Certified Service-Disable Veteran Business Enterprises Certification
- Attachment N - Proof of Signature Authority
- Attachment O - Intent to Submit Reply (copy should be returned with response)
- CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.

The Respondent shall also return one (1) original Addendum Acknowledgement Form that is included with each addendum posting, signed and dated by an individual authorized to bind the Respondent.

#### **Attachment A – Reference Form**

In the spaces provided in Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients that will serve as references. The clients listed must be for work similar in nature to that specified in this RFP. Confidential clients shall not be included. **Do not list the AWI 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 that the work was performed must be given at the end of the project description for that reference in 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 client references to be provided remains three (3).

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

#### **Attachment H - Evaluation of Past Performance**

The reference questionnaire provided as Attachment H must be completed by an individual representing each of the clients listed in Attachment A, Reference Form. These individuals may not be current or former officials or staff of the State of Florida.

All references must be provided using the form provided in Attachment G. References that are not completed as required will be considered non-responsive and will not be evaluated. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Response by the submission deadline.

In order to obtain and submit the completed reference questionnaires, the Respondent must follow the process detailed below.

1. Make exact duplicates of the form for completion by references;
2. Send the reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope;
3. Instruct the individual to:
  - a. Complete the reference questionnaire on the form provided or an exact duplicate of the form;
  - b. Sign and date the completed reference questionnaire;
  - c. Seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - d. Sign his or her name in ink across the sealing flap of the envelope; and
  - e. Return the sealed envelope containing the completed reference questionnaire directly to the Respondent.
4. Do NOT open the sealed references upon receipt.
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response.

The Agency will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. The Agency will not evaluate more than the number of required references indicated above. The Agency reserves the right to contact references directly to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification of responses in the evaluation and scoring of references. The Agency will make a reasonable effort to contact references, if required; however, the Agency is under no obligation to directly contact references or to clarify any reference information.

#### **Attachment K – Certificate of Good Standing**

A Respondent must be registered to do business in Florida with the Secretary of State and must supply a current Certificate of Good Standing from the Florida Secretary of State's office. To access and print the Certificate of Good Standing online, log on to [www.sunbiz.org](http://www.sunbiz.org). Choose the link for "Electronic Certification," and then choose the link for "Certificate of Status."

Respondents may also telephone the Secretary of State's office at 850-245-6053 to request a copy of their Certificate of Status. A copy of the registration must be included as Attachment K in the Respondent's response. If not registered, Respondents shall provide evidence of their application for registration. In addition, the Respondent's corporate charter number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida. All

entities seeking to do business with the Agency for Workforce Innovation shall be appropriately registered with the Florida Department of State.

### **B.32.1 Cost Proposal Submittal**

**Each Respondent shall use the forms provided as Attachment B, “Cost Response”, to provide rates for the services requested and in the format provided in this RFP solicitation. The Respondent’s “Cost Response” shall be packaged separately from their technical proposal. Failure by the Respondent to submit the “Cost Response” separately shall result in the response being deemed non-responsive and therefore, the response will be rejected.**

The Respondent shall not include any references to the cost response or its contents in the technical response. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, or materials.

The costs provided shall include the cost of all services and materials necessary to provide the services outlined in Section D and the Respondent’s response hereto, including, but not limited to employer FICA match, Workers’ Compensation insurance payments, UC Tax payments, Liability Insurance and overhead, personnel and labor costs, equipment expenses, MyFloridaMarketPlace Transaction Fee, miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

The specific format requirements for responding to Cost Data are as follows:

#### **a. Cover Sheet - AWI Solicitation Acknowledgement Form**

The AWI Solicitation Acknowledgement Form (original copy provided as page 1 of this ITN) shall be completed as instructed and included as the cover sheet for the Cost Response. Respondents are required to complete, sign, and return the AWI Solicitation Acknowledgement Form with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

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. This right may be exercised when the response has substantively met all other requirements of the solicitation.

#### **b. Cost Response Sheet**

The Respondent must submit a completed and signed Attachment B - Cost Response. In addition to the signed original printed version, Attachment B shall be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format on compact disc.

### **B.33 Past Performance References**

In the spaces provided on Attachment A, the Respondent must provide the required information for three (3) separate and verifiable clients that will serve as references. The Respondents 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 that the work was performed must be given at the end of the description of work for that referenced, on Attachment A.

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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. The total number of clients who will be contacted to complete and evaluation for any response shall be two (2).

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 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.34 State Project Plan (Limited to five [5] pages)**

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 283.32, Florida Statutes. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent. Reference Rule 62-730.160, Florida Administrative Code. It is a required 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 identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, the Respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C, to certify that the Respondent has a drug-free workplace program.
3. **Products Available from the Blind or Other Handicapped (RESPECT of Florida):** The State supports and encourages the gainful employment of citizens with disabilities. 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 purposed 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.respectofflora.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 Sub-Contractor shall be

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required to provide written proof of a Sub-Contractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the Sub-Contractor 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. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), 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 this 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>.

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 Sub-Contractor shall be required to provide written proof of a Sub-Contractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the Sub-Contractor 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.35 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 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 following criteria will be used to evaluation proposals.

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<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS AVAILABLE</b>
<b>A. Technical Response Submittal</b>	<b>650</b>
<b><i>Company Overview and Experience - Tab 2</i></b>	<b>200</b>
<ul style="list-style-type: none"> <li>* Business Experience (Years and Type)</li> <li>* Education and Professional Licensure/Certifications, memberships, etc.</li> <li>* Organization, Size and Structure of Respondent's Firm</li> <li>* Staff Stability/turnover; years with firm</li> </ul>	
<b><i>Proposed Solutions - Tab 2</i></b>	<b>200</b>
<ul style="list-style-type: none"> <li>* Solution to provide services as described in the RFP</li> <li>* Ability to Serve All Areas of the State</li> <li>* Use/Non Use of Sub-Contractors</li> </ul>	
<b><i>Human Resource Functions - Tab 2</i></b>	<b>100</b>
<ul style="list-style-type: none"> <li>* Employee Hiring Screenings and Selection Criteria, including the procedures for handling employees that have plead nolo contendere or no contest</li> <li>* Employee Training</li> <li>* Employee Retention, Performance Evaluation, Disciplinary, Resolution and Termination Actions</li> <li>* Employee Attendance and Leave Record-keeping, etc.</li> </ul>	
<b><i>Value-Added Services - Tab 2</i></b>	<b>100</b>
<ul style="list-style-type: none"> <li>* Employee 401K or other Retirement Investment Plans</li> <li>* Employee Dental Program</li> <li>* Employee Child Care Program</li> <li>* Discount to State Agency</li> <li>* Other Added Value Benefits/Services Offered</li> </ul>	
<b><i>Local Preference (Senate Bill 2386, Section 49) - Tab 2</i></b>	<b>30</b>
<p>excerpt..."shall give preference, to the maximum extent possible under or consistent with applicable state and federal laws, to vendors or businesses that have a principal place of business in the State of Florida and that commit contractually to maximize the use of state residents, state products, and other Florida based businesses in fulfilling their contractual duties".</p>	
<b><i>References - Tab 3</i></b>	<b>10</b>
<ul style="list-style-type: none"> <li>* References from Current and Prior Clients</li> </ul>	
<b><i>Company/Firm Financial Stability - Tab 2 and 3</i></b>	<b>10</b>
<ul style="list-style-type: none"> <li>* D&amp;B SQR</li> </ul>	
<b>B. Cost Response Submittal</b>	<b>350</b>
Includes yearly management fee costs for total support for initial five (5) year period and renewals, to include overhead, fringe benefits of support staff, inflation, MFMP fees and other related cost.	
<b>Total Possible Points for the Evaluation Phase</b>	<b>1,000 Points</b>

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\*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 (200 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 (= 200 points)
- P = Points Awarded to each of the other Respondents

## 1. Scoring

Each Technical proposal will be reviewed by at least three (3) evaluators who will independently score the proposals based on the criteria contained in Section B.35, Evaluation Criteria. The Procurement Office identified in Section A.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, cost response 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. The Procurement Office shall present the average rankings to the Executive Director of the Agency, or a duly authorized designee, who will then determine the recommended contract award or the short list of firms to participate in oral discussions.

The Agency reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions 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 discussions, all of the participating firms will start out on an equal basis.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	900	2
Company B	1000	1
Company C	800	3.5*
Company D	750	5
Company E	800	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.

### **B.36 Award**

A contract will be awarded by written notice to the responsible and responsive respondent, whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the Request for Proposal. The Agency reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

A printed copy of the score tabulation(s) and Agency decision will be posted for seventy two (72) business hours in the Purchasing Office, Room B-047 Caldwell Building, locate 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](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.

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### **B.37 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.38 Terms and Conditions** *(This section supersedes Section C, 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:

- Scope of Work (Section D),
- Agency Core Contract (Section E),
- General Conditions (PUR 1000) (Section C),
- Special Instructions for the Preparation and Submission of Proposals (Section B), and
- General Instructions to Respondents (PUR 1001) (Section C).

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, 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.39 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 Section 112.3185, F.S.

### **B.40 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.

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

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**SECTION C**  
**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.

**NOTE: This section is superseded by a condition in Section B**

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 superseded by a condition in Section B. Electronic submission of responses or responses transmitted by facsimile are not allowed 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 superseded 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 superseded 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;

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- being awarded or performing work as a Contractor, supplier, Sub-Contractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a 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, Sub-Contractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its response a written explanation of why it cannot do so).
- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
  - To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to 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

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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 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).

**NOTE: This section is superseded by a condition in Section B.**

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 superseded 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 superseded 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

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a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and those 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 requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

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

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

- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (PUR 1001 (10/06) – 60A-1.002(7), F.A.C.)

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**SECTION C (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).

**NOTE: This section is superseded by a condition in Section B.**

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 (i) thereof. Customers shall designate a Contract Manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

**NOTE: This section is superseded by a condition in Section B, only if the contract award is equal to or greater than \$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.** (Deleted not applicable)
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.

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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(22), Florida Statutes (2010), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement 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.

**NOTE: This section is superseded by a condition in Section D.**

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.

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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 witnesses 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 Sub-Contractors 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 Sub-Contractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

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

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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 Sub-Contractors 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 Sub-Contractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Sub-Contractor, 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 Sub-Contractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate 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 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

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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.
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, Sub-Contractors, and Agents.** All Contractor employees, Sub-Contractors, 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, Sub-Contractors, 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, Sub-Contractor, 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, Sub-Contractors, or agents.
33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, Sub-Contractors, 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 Sub-Contractors. The warranties of this paragraph shall survive the Contract.
34. **Contractor Employees, Sub-Contractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, Sub-Contractors and other agents are not employees of the State of Florida. Such actions include, but are

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not limited to, ensuring that Contractor's employees, Sub-Contractors, 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 a condition in Section E. (N), Agency Core Contract**

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.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.

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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.

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## SECTION D SCOPE OF WORK

### D.1 Background

The UC Program is a federal and state-mandated, state-operated program that serves as a critical local, state and national economic safety net for unemployed workers and local communities during periods of economic downturn. Funding for the administration of the program is provided by the USDOL from employer-paid Federal Unemployment Tax Act (FUTA) funds. Benefits are paid from state and federal collected unemployment tax funds.

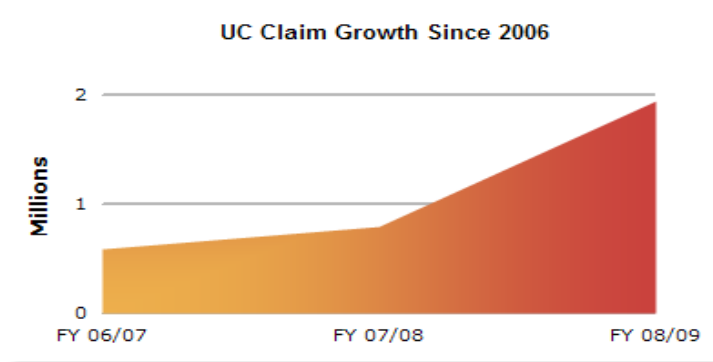
The AWI has ultimate authority for the administration of the program pursuant to Sections 20.50 and 443.1317, F.S. The program provides temporary and partial wage replacement benefits to qualified individuals who are out of work through no fault of their own. The amount of UC benefits paid and the period of time for which individuals are entitled are determined by State law and can vary depending on the circumstances of the individual.

Currently, UC benefit payments are issued by warrants or by direct deposits through EFT for unemployed persons who have a valid UC claim approved by AWI. Chapter 2008-167 Laws of Florida authorized AWI to develop a system for the payment of UC benefits by debit cards. As a result, Florida UC claimants will be able to select payments through an optional debit card option instead of a direct deposit payment or check beginning in the fall of 2010. The EFT and warrant payments are through and with the approval of the DFS. The Agency authorizes DFS to make benefit payments daily based on the bi-weekly continued claims certifications of the unemployed workers. Debit card payments will be made through a contracted vendor with AWI beginning in the fall of 2010.

#### D.1.1 Service Overview and Workload Trends

The Agency currently operates two UC hubs, one in Tallahassee and one in Ft. Lauderdale, as well as an Agency operated UC call center in Orlando. In May 2009 the Agency expanded its UC service capacity by contracting with a private Contractor to provide overflow telephone call center support from the Contractor's Orlando facilities. The primary mechanisms used to serve citizens in need of UC services is through the hubs, call centers, an IVR system and a web-based FLUID application since there are no local unemployment offices in Florida's sixty-seven (67) counties. With the exception of the Contractor owned and operated call center facility, leased employees are used in all AWI service locations statewide and must be available in other locations if determined necessary by the State to meet workload demands.

Since September 11, 2001, the UC Program has seen unprecedented increases in workload. Unemployment claims volumes have more than doubled in the past three (3) years. The chart below shows the annual growth of the UC claims over the last three (3) years.



UC Claims Growth Since 2006

The Agency currently handles approximately twenty-four thousand (24,000) calls a day, nearly all coming from existing claimants requesting information about their UC benefits. Currently, the state-operated hubs in Ft. Lauderdale and Tallahassee, an Agency owned and managed UC call center in Orlando, and a Contractor owned and operated call center in Orlando handles all

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initial and continuing claims in addition to providing email claims and callback services. The state-operated hubs also provide adjudication support and the central office located in Tallahassee provides appeals and IT support.

To meet the workload demands, the Agency began using employee leasing services in 2002. As of June 30, 2010, the UC Program had two hundred fifty-seven (257) leased employees, but this number fluctuates based on workload demands. The table below shows the current broadband position classification titles and number of leased employees by location.

Broadband Position Classifications	Number of Staff	Location
Systems Programming Consultant	2	Tallahassee
Network Administrator	1	Tallahassee
IT Support	1	Ft. Lauderdale
Administrative Assistant II	1	Tallahassee
Government Operations Consultant II	4	Tallahassee and Lauderdale
Employment Security Representative I	177	Orlando Call Center
Deputy Clerk	41	Tallahassee, Ft. Lauderdale and Jacksonville
Senior Clerk	9	Tallahassee and Ft. Lauderdale
Program Specialist	1	Tallahassee
UC Examiner 1	8	Tallahassee
Interpreter/Staff Translator	11	Ft. Lauderdale
Receptionist	1	Tallahassee
<b>TOTALS</b>	<b>257</b>	

**During the term of the Contract, the Agency reserves the right to add and/or delete Broadband Position Classification titles and/or Number of Staff per classification by location as deemed necessary.**

#### D.1.2 Historical Outsourcing Cost

During SFY 2009-2010, AWI operated a one hundred three million two hundred thousand (\$103,200,000) UC Program. In FY 2009 Florida paid out over six billion five hundred million (\$6,500,000,000) in UC benefit payments to over one million one hundred thousand (1,100,000) people. The table below shows the UC employee leasing cost by SFY since its inception.

<b>*SFY 2001-02</b>	<b>SFY 2002-03</b>	<b>SFY 2003-04</b>	<b>SFY 2004-05</b>	<b>SFY 2005-06</b>
\$1,615,669	\$4,406,616	\$4,304,980	\$4,282,072	\$4,682,859
<b>**SFY 2006-07</b>	<b>SFY 2007-08</b>	<b>SFY 2008-09</b>	<b>***SFY 2009-10</b>	<b>GRAND TOTAL</b>
\$ 3,194,609	\$4,258,540	\$8,799,522	\$10,019,865	\$45,563,732

\*Contract for temporary leased employees began February 9, 2002.

\*\*Contracted staff hours were reduced due to funding constraints.

\*\*\*Projected expenditures

#### D.2 Scope of Work

D.2.1 The objective of this RFP is to obtain Contractor services to provide temporary employee leasing staff. Contractor responsibilities will include such duties as advertising, recruitment, initial employee screening, testing, evaluation, disciplinary and termination actions, I-9, W-4 and payroll processing, payroll and tax remittance, insurance benefits management, payroll time sheets, personnel reporting requirements, employee records management, and other personnel functions for the AWI UC Program statewide, on an as needed basis as determined by the Agency. Personnel assigned to AWI under this Contract will assist AWI with administrative functions support within the UC Program. Typical duties of leased employees will include, but are not limited to: assisting claimants with the UC application process, responding to UC claimant inquiries, advising claimants of the status of their claims, assisting claimants with resetting Personal Identification Numbers, assisting claimants with affidavits for lost/missing warrants, assisting claimants with request for monetary reconsideration, documenting services and call results in the claim

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history files, preparing forms or other documents, performing claimant call-backs and data entry functions, and other duties as required by the AWI UC Program. Services provided by Contractor employees under this Contract must comply with USDOL's Unemployment Insurance Program Letter (UIPL) 12-01, Outsourcing of Unemployment Compensation Administrative Functions, available at:

[http://www.workforsecsecurity.doleta.gov/dmstree/uipl/uipl2k1/uipl\\_1201.htm](http://www.workforsecsecurity.doleta.gov/dmstree/uipl/uipl2k1/uipl_1201.htm).

Final interpretation of the requirements of UIPL 12-01 rests solely with AWI.

D.2.2 The goal of the resulting Contract awarded as a result of this RFP is to enable UC claimants to receive the maximum UC benefits they are legally entitled to through efficient, timely, accurate and professional services and enable AWI staff to increase efficiencies and meet federally mandated performance measures. This requires contracted employees to have an extensive knowledge of the UC Program, application process, federal and state requirements, knowledge on how to correctly interpret information in the claim history file and accurately apply program related laws, rules, regulations and procedures. By law, states must meet federally mandated core performance standards established by USDOL. These standards are national unemployment performance measures and are available at <http://www.workforsecsecurity.doleta.gov/unemploy/performance.asp>. The table below identifies several key federal unemployment measures for the UC Program.

CORE UC PERFORMANCE MEASURES	STANDARDS
<b>First Payment Promptness:</b> Measures the percent of all 1 <sup>st</sup> payments made within 14/21 days after the week ending date of the first compensable week in the benefit year (excludes Workshare, episodic claims such as Disaster Unemployment Assistance (DUA), and retroactive payments for a compensable waiting period).	≥87%
<b>Nonmonetary Determination Time Lapse:</b> Measures the percent of Nonmonetary Determinations (Separations and Non-separations) made within 21 days of the date of detection of any nonmonetary issue that had the potential to affect the claimant's benefit rights.	≥80%
<b>Nonmonetary Determination Quality – Non-separations:</b> Measures the percent of Non-separation Determinations with quality scores equal to or greater than 95 points, based on evaluation results of quarterly samples selected from the universe of non-separation determinations	≥75%
<b>Nonmonetary Determination Quality – Separations:</b> Measures the percent of separation determinations with quality scores equal to or greater than 95 points, based on the evaluation results of quarterly samples selected from the universe of separation determinations	≥75%
<b>Detection of Overpayments:</b> Measures the percent of detectable, recoverable overpayments estimated by the Benefit Accuracy Measurement survey that were established for recovery.	≥50% and ≤95% of detectable/recoverable overpayments are established for recovery
<b>Average Age of Pending Lower Authority Appeals:</b> The sum of the ages, in days from filing, of all pending Lower Authority Appeals divided by the number of Lower Authority Appeals.	≤30 Days
<b>Average Age of Pending Higher Authority Appeals:</b> The sum of the ages, in days from filing, of all pending Higher Authority Appeals divided by the number of Higher Authority Appeals.	≤40 Days
<b>Lower Authority Appeals Quality:</b> Measures the percent of Lower Authority Appeals with quality scores equal to or greater than 85% of potential points, based on the evaluation	

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results of quarterly samples selected from the universe of lower authority benefit appeal hearings.	≥85%
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**D.3 Method of Payment**

D.3.1 Invoices shall contain the contract number, purchase order number, and the appropriate FEID/FEIN. 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.

In accordance with Section 287.058(1)(a), F.S., invoices submitted for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall contain the Contract number and/or DO number, the appropriate vendor identification number, the Contractor's invoice number, and invoice period. Pursuant to Section 287.058(1)(b), F.S., bills for any travel expenses must be submitted in accordance with Section 112.061, F.S. The Agency may establish rates lower than the maximum provided in Section 112.061, F.S. The Contractor must request prior approval for all travel following Agency procedures and comply with Agency requirements when submitting travel reimbursement request. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

D.3.2 For leased employee payroll invoices, the Contractor shall submit invoices on a bi-weekly basis following the State of Florida's Other Personal Services (OPS) schedule for services rendered or on another date mutually negotiated between the Contractor and the Agency. The State of Florida's (OPS) schedule is available at: [http://intra.awi.state.fl.us/HRM/hrm\\_payroll\\_sched.htm](http://intra.awi.state.fl.us/HRM/hrm_payroll_sched.htm) If there are any questions or concerns regarding invoices, the Contractor may contact the AWI Contract Manager.

D.3.3 For insurance premium invoices, the Contractor shall submit invoices monthly and identify the name of the contracted employee, the employment status of the employee (Full Time or Part Time), the insurance option selected by the employee (family or individual coverage), the total amount of the insurance premium, the amount of the insurance billable to AWI based on Legislative determinations provided to the Contractor by the AWI Contract Manager for Full-Time or Part-Time status, and the amount of insurance premiums paid by the employee.

**D.4 Contractor Responsibilities**

D.4.1 General

- a. Accept and transfer employees currently assigned to the Agency employed by the current Contractor to the payroll of the Respondent awarded a contract at the same employment status (full-time or part-time) and wage currently paid. Accept and transfer any unused leave credits and accrued time for benefit purposes for those employees desiring to remain assigned to AWI. All actions for transferred employees must be completed within thirty (30) calendar days of the contract execution date.
- b. At a minimum, maintain the capability to provide leased employees proficient in writing, reading, speaking and interpreting English, Spanish and Haitian-Creole. Interpretation services for additional languages needed to support services provided by the Agency will be made available by the Agency through an existing contract.
- c. In the event any contract awarded as a result of the RFP solicitation ends or is terminated and responsibilities are transferred to another service provider, the Contractor agrees to cooperate with the Agency and any other service provider with the orderly transfer of the services provided by the Contractor hereunder to another service provider. Upon receipt of any such termination notice from the Agency the Contractor agrees to immediately stop work under any contract awarded on the date and to the extent specified in the notice.
- d. Upon termination of the contract awarded as a result of this RFP, provide COBRA insurance to effective employees in accordance with the COBRA Act of 1986.
- e. The Contractor and its Sub-Contractors must maintain adequate accounting records that comply with all applicable federal and state laws and generally accepted accounting principles in compliance with Section 287.0571(5)(f), F.S.

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- f. In compliance with Section 287.0571(5)(g), F.S., the Contractor and its Sub-Contractors agrees to authorize state and federal entities or their designees to have access to and to audit all records related to any contract awarded as a result of this RFP, or any responsibilities or functions under the contract and subcontracts, for purposes of legislative oversight and contractual compliance.
- g. Upon Contract execution offer health insurance to transferred Contractor employees and to future Contractor employees following the Contractor's normal insurance eligibility and participation requirements for full time and part time employees who elect insurance coverage offered by the Contractor. Coverage must be substantially identical to that currently offered to State of Florida career service employees. Offers of health insurance benefits must specify the rate differences between full-time and part-time employees. The Agency will pay the state's portion of the employees' health insurance policy based on their employment status and coverage option (full time vs. part time and individual or family coverage) as determined annually by the State Legislature for full time employees. The state portion for part time employees will be one-half that for full time employees. The employee will pay the balance of the premiums, which must be paid by payroll deduction. Amounts may change annually to remain in line with the State of Florida career service benefits. Contractor's employee(s) that declines the insurance coverage that is offered by the Contractor or who selects an insurance service provider not sponsored by the Contractor is responsible for all costs. The Contractor shall provide written notifications to the AWI Contract Manager and the affected employees of any changes in eligibility or participation rules within thirty (30) calendar days prior to the effective date of the change(s).

#### D.4.2 Recruitment

- a. Be responsible for all advertising, recruitment, initial screening, soft skills training (customer service skills, telephone etiquette, communications skills, etc.), testing, and evaluation.
- b. Use the services of Florida's One-Stop Career Centers and the Employ Florida Marketplace (EFM) portal as methods of recruitment when filling positions assigned to AWI supporting any contract awarded as a result of this RFP solicitation.
- c. In accordance with Section 287.0571(5)(h), F.S., interview and consider for employment with the Contractor each displaced state employee who is interested in employment with the Contractor or its Sub-Contractors.
- d. Use the broadband position classifications identified by the Agency for positions advertised by the Contractor. Information on the broadband classification system is available at:  
  
[http://dms.myflorida.com/human\\_resource\\_support/human\\_resource\\_management/for\\_state\\_hr\\_practitioners/broadband\\_classification\\_and\\_compensation\\_program](http://dms.myflorida.com/human_resource_support/human_resource_management/for_state_hr_practitioners/broadband_classification_and_compensation_program)
- e. Complete all Contractor required new hire paperwork, soft skills training, payroll and insurance requirements and other actions required for new hires after the Agency notifies the Contractor of its selection decision from referrals provided to the Agency, but before assignment of the individual to AWI. Provide employees written notice that the Contractor is the employer and is responsible for all personnel matters prior to referral to the Agency for an interview and if selected by the Agency provide Contractor employees written notice of their work schedule, employment status, location, the effective date employment begins and the name and telephone number of their AWI supervisor whom they will report.
- f. Fill positions using Agency hire determination notices provided to the Contractor. This includes applicants referred by the Contractor to AWI for consideration and individuals selected from other referral sources. The Contractor agrees the Agency has the right to select and hire employees that are not referred to the Agency for employment consideration by the Contractor.
- g. Pay both full-time and part-time employees who have attained ninety (90) days of continuous service who are scheduled to work and who are summoned or subpoenaed for a mandatory court appearance during their work schedule for the hours required for such appearances and reasonable time for transportation to and from said appearance, but not to exceed the number of hours in the employee's normal workday. For the purpose of this provision, the term "mandatory court appearance" shall mean being summoned for jury duty or being subpoenaed to testify in a court proceeding, administrative action or deposition. The term "mandatory court appearance" does

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not include appearances in any proceeding or deposition in which the employee is a party to the litigation or is participating in the proceeding for personal reasons, or in which the employee is appearing as a paid expert witness. The term "mandatory court appearance" also does not include situations in which the employee is participating in the proceeding as a condition of employment. If the mandatory court appearance does not require the absence of the employee for their entire workday schedule, the employee must return to duty immediately upon being released from the appearance unless he or she is on preapproved leave status. Employees who are not scheduled to work will not be paid for time spent participating in a mandatory court appearance. To be approved for pay while participating in a mandatory court appearance, the employee must provide a copy of the jury summons or other supporting documentation to their immediate AWI supervisor who will submit copies of the documentation to the Contractor as part of the employees' time sheet reporting. Time spent on a mandatory court appearance will be recorded as normal time worked on the employees' time sheets. Any fees paid to the employee by the court while participating in a mandatory court appearance shall be retained by the employee.

- h. Pay eligible full-time and part-time employees who have completed ninety (90) days of continuous service pay for State of Florida holidays on a pro-rated basis. To be eligible for holiday pay, employees must be in a paid status (e.g. in an actual work status or on paid leave) for at least a portion of the employee's last scheduled workday before the holiday. The number of hours paid for a holiday shall not exceed eight (8) hours per holiday for full-time employees and four (4) hours per holiday for part-time employees and shall be prorated based on the number of hours during the employee's established workweek using the following formula:

$$8 \text{ hours} \times \frac{\text{established work week hours}}{40 \text{ hours}} = \text{Actual number of hours paid for the holiday (no rounding)}$$

Credit employees that physically work on State of Florida approved holidays with leave equal to the actual number of hours worked.

- i. Pay employees who have been pre-approved and who physically work more than forty (40) hours a week time and a half the employee's hourly rate for any hours in excess of forty (40) hours. To be eligible for overtime pay, employees must be pre-approved by AWI and must physically work more than forty (40) hours. The overtime pay requirement cannot be waived or negotiated with the employee and the total hours physically worked during any pay period cannot be "averaged" to offset the overtime required by the Fair Labor Standards Act. Contractor employees will only be paid for hours physically worked plus approved time off for accrued leave credited and used, state mandated office closures when the employee is scheduled to work, state approved holidays earned, and non-personal mandatory court appearances.
- j. Provide paid leave to those full-time and part-time employees on a pro-rated basis who have attained ninety (90) calendar days of continuous service for those employees transferred or new employees hired after execution of the contract after completion of ninety (90) calendar days of continuous service. Transferred employees will be credited for time served under the current Contractor service provider.
- k. Award leave credits to Contractor employees assigned to AWI who have completed ninety (90) days of continuous employment service with AWI. Both full-time and part-time employees will earn leave credits on a pro-rated basis based on their employment status (full-time vs. part-time). To be eligible to accrue leave, employees assigned to AWI must be in a paid status (e.g. physically working or in a paid leave status). Employees in a leave without pay status will not accrue leave credits during the leave without pay period. Employees are eligible to carry forward up to a maximum of eighty (80) hours of accrued leave each calendar year (December 31st). Any accrued leave credits in excess of eighty (80) hours at the end of each calendar year will be forfeited.

Contractor employees assigned to AWI earn leave credits proportionate to physical time worked or while on a paid absence (e.g. mandated office closure when the employee is scheduled to work, paid leave status, state holidays, etc.). Leave earned cannot exceed four (4) hours per pay period for full-time employees or two (2) hours per pay period for part-time employees regardless of the total number of hours worked. Leave accruals start at the beginning of the first day of the bi-weekly pay period following ninety (90) days of continuous service, but will not be credited until close of business on the last day of the bi-weekly pay period following the schedule below:

#### Bi-Weekly Leave Accrual Schedule

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Less than 17	0
17 through 32.99	1
33 through 47.99	2
48 through 63.99	3
64 or more	4

All leave requested and taken must be documented. Leave used cannot exceed the employee's contracted hours for that week. The Contractor will establish procedures for documenting leave requests, obtaining AWI supervisory approval/disapproval, and maintaining accurate leave balances. Employees cannot "borrow" leave not credited. Employees requesting paid time off for leave must have sufficient leave accrued and credited. Employees with insufficient leave credited to cover approved time off will result in a leave without pay status for time off to cover the insufficient leave period. Employees, may, at their option, request leave without pay instead of using accrued leave credited. Contractor employees assigned to AWI requesting leave must submit request to their AWI supervisor following procedures provided by the Contractor. Employees approved for leave must document leave taken by completing, executing, and submitting an "AWI Time and Attendance Records" form to their immediate AWI supervisor at the end of each pay period. Approved leave must be taken in fifteen (15) minute increments, rounded to the nearest quarter hour. Contractor employees must record all time worked and leave used in the AWI Services Time Management System developed for temporary leased contracted employees. The system will automatically calculate leave accrued after the supervisor approves the employee's time in the system. AWI supervisors will certify leave taken by signing the contracted employees' time and attendance records and approved time and leave in the automated AWI contracted employees' time management system.

An exception on leave accrual is provided for contracted employees assigned to AWI who have completed ninety (90) days of continuous service who are scheduled for and who physically work on State of Florida approved holidays. Employees will be credited on an hour for hour basis for actual hours worked. For example, if the employee was scheduled to work on a state holiday and physically worked three (3) hours, the employee would be credited for three (3) hours of leave.

AWI has final approval/disapproval authority for all leave requests for contracted employees assigned to AWI.

- i. Pay employees who have completed ninety (90) days of continuous service who are scheduled to work due to mandated office closures. To qualify for pay under mandated office closures the employee must be scheduled to work and the office closures must be due to natural disasters or other emergencies determined by the state that are outside the control of the Contractor or the Agency, or due to non-disaster/emergency executive orders from the Governor. The additional paid hours off are not considered holidays for compensation purposes. Full-time employees will be compensated for a maximum of eight (8) hours and part-time employees will be compensated for a maximum of four (4) hours based on a prorated number of hours using the same methodology for awarding leave credits.
- m. For terminated employees who have unused credited leave, pay up to a lifetime maximum of eighty (80) hours of unused accrued leave credited based on the employee's hourly wage rate at the time of their termination. The cumulative payout cannot exceed the eighty (80) hours lifetime maximum, regardless of the number of times the employee(s) may be re-employed through the Contractor and assigned to AWI. Employees that terminate with the Contractor and later return are treated as new hires and the ninety (90) continuous days of employment requirement starts over before the employee is eligible to accrue leave credits or be eligible for other benefits under this solicitation, such as pay for office closures, state holidays, etc.
- n. Ensure employees report on the specified date, at the requested time, to the appropriate location and AWI supervisor, and are appropriately dressed and ready to commence work. Immediately notify the manager/AWI supervisor at the facility impacted upon discovery of employee reporting delays or problems.
- o. Individuals assigned to the Agency will have access to sensitive, confidential information that is protected by law. Consequently and at a minimum, prior to assignment to AWI, the Contractor must conduct documented equivalent Florida Department of Law Enforcement (FDLE) Level I criminal background checks which meets the requirements specified in Section 435.03, F.S. on all Contractor employees assigned to AWI. For purposes of

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compliance with this section, screenings should include, but not be limited to, employment history checks, statewide criminal correspondence checks through the state's law enforcement organization (FDLE in Florida), and local criminal records checks through local law enforcement agencies. Background checks are necessary to ensure individuals with criminal convictions or individuals that are under criminal investigation or become under criminal investigations related to identity theft, fraud, embezzlement forgery, crimes of violence or any similar matters, or Contractor hiring selection matrix ineligibility requirements are not assigned to AWI. This includes individuals who plea or pleaded **nolo contendere** or **no contest** to such charges or offenses. In the event AWI determines any contracted employees supporting this contract may occupy positions of special trust pursuant to Section D.5.6 the Contractor will cooperate with AWI in obtaining an FDLE Level Two (2) criminal background check equivalency according to Section 435.04, F.S. The Agency must maintain, and the Contractor agrees the Agency will retain results of any Level Two (2) screening equivalency results. The Contractor must maintain documentation supporting Level 1 background checks equivalencies for the duration of the employee's employment with the Contractor, duration of the contract, or until all administrative purposes have been served in support of any investigations of suspected abuse or misuse of confidential information obtained while providing services under this contract. The Contractor must make such documentation available to AWI or its designees upon request. In addition to initial pre-employment screenings, the Contractor shall conduct annual, documented background screenings during the anniversary month in which the employee was assigned to AWI. Screening results will be made available to AWI upon request.

- p. Immediately notify the AWI Contract Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the Contractor's ability to fulfill its responsibilities under this solicitation and any subsequent contract awarded as a result of this RFP.

## **D.5 Contractor's Deliverables**

### **D.5.1 Reporting/Administration**

- a. Within fifteen (15) calendar days of contract execution and in compliance with Section 287.0571(5)(d), F.S., provide the AWI Contract Manager a clear and specific transition plan that will be implemented in order to complete all required activities needed to transfer the services and employees from the existing service provider to the Contractor awarded a contract as a result of this RFP and provide uninterrupted services.
- b. In accordance with Section 287.0571(5)(i), F.S., develop and maintain a current Continuity of Operations/Contingency and Disaster Recovery Plan approved by the AWI Contract Manager to ensure uninterrupted services are provided. The plans should describe the mechanisms for continuing the services during disasters, strikes, reorganizations, etc., including transferring the services or activities back to the state agency or a successor Contractor if the Contractor fails to perform and comply with the performance standards and levels of the contract and the contract is terminated. Within thirty (30) calendar days of the effective date of the contract, submit a copy of the plan to the AWI Contract Manager.
- c. Create, administer, maintain and manage employee personnel records such as I-9, W-4, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and payroll checks, termination records, and background screening documentation for all employees provided under this solicitation. For employees transferred from the current service provider, complete required records within 30 calendar days of contract execution. For new employees hired after contract execution, records must be created within the first week of the employees' hire effective date.
- d. Develop and use a hiring selection matrix which identifies characteristics, offenses, and charges the employer uses to determine employment suitability for assignment to AWI. Provide a copy of the matrix to the AWI Contract Manager upon request. Cooperate with the Agency if the Agency determines modifications of the matrix are required.
- e. Notify the Agency of any proposed changes to key operations staff supporting services provided under any contract awarded. The Contractor shall notify the Agency Contract Manager of the proposed substitution as soon as possible, but no less than five (5) business days prior to the change. Written documentation shall include details regarding the circumstances for the change in sufficient detail to ensure no negative impact on service delivery.

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- f. Provide a monthly “new hire” report by the fifth (5<sup>th</sup>) business day following the end of each month identifying a cumulative employment list of all the Contractor employees assigned to AWI and terminated during the previous month by employee’s full social security number, last name, first date worked (first date wages were paid), last date worked for terminated employees, employer’s name, and whether the employee is Full-Time or Part-Time through a secure file transfer process and using a report format template provided by AWI.
- g. Report any instances of Contractor(s) operational fraud or criminal activities to the Agency’s Contract Manager within twenty-four (24) chronological hours of discovery.
- h. Certify in writing, on an annual basis within the month of the contract execution date, equivalent Level 1 background screenings have been conducted on all contracted employees. Certification must include a list of all contracted employees currently employed and those terminated during the year by full names of the employees, date of hire, date of termination (if terminated), dates of background screenings, results of the screenings and the name and title of the individual providing the certification.
- i. No later than the first working day of the subsequent month, provide the Agency Contract Manager the number of hours worked by each employee segmented by UC time activity and paid/non-paid leave based on bi-weekly time sheets submitted.

#### D.5.2 Human Resources

- a. Pay employees hired under this solicitation the hourly wages as determined by the Agency on a bi-weekly schedule as mutually agreed upon by the Contractor and AWI, making required deductions of employers by state, federal, and local laws, including deductions for social security, unemployment, withholding taxes, and the employees’ portion of health insurance coverage.
- b. Be responsible for all disciplinary and termination actions involving any Contractor employee assigned to AWI under this solicitation.
- c. Ensure changes in employees’ employment status (full-time vs. part-time) are made at the beginning of a pay period. The Agency will not accept changes during other times.
- d. Perform a minimum of three (3) documented reference checks on applicants referred to the Agency for employment consideration. Results of the reference checks will be provided to the Agency as part of the information provided for each qualified applicant.
- e. Provide information on no less than three (3) and no more than five (5) qualified applicants for each available opening identified by AWI within five (5) AWI business days of being notified by the Agency of the need for personnel. In the event the Agency rejects all individuals provided, the Contractor will provide the Agency within three (3) working days three (3) additional potential employees for each position advertised or recruited.
- f. Maintain accurate time and attendance and leave records, including holiday time, overtime, leave accrued, and leave used on all personnel assigned to the Agency. The Contractor will accept records from the time management reporting system developed by AWI as documentation to assist them in maintaining their records and will ensure Contractor employees use the Agency provided time management system to record time worked and leave taken. AWI staff will provide the Contractor time records generated by this system. The records provided by AWI to the Contractor will be used as a cross check against records maintained by the Contractor. Any discrepancies between AWI and Contractor records will be mutually resolved between the parties that are most advantageous to the employees.

#### D.5.3 Insurance

- a. Make all contributions for unemployment compensation taxes as required by Federal and State laws.
- b. Provide within fifteen (15) working days prior to insurance cancellation, written notice of any insurance cancellation to the Agency’s Contract Manager.

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- c. Provide proof of required insurance coverage to the AWI Contract Manager within thirty (30) calendar days of contract execution for calendar year 2010 and prior to December 31 of each subsequent year of the contract.

## **D.6 AWI Responsibilities**

- D.6.1 Pay the Contractor based on the wages approved by the Agency, insurance contributions approved by the State Legislature for the state's contribution toward health insurance and the price/rates specified in the Contractor's response to the RFP solicitation. For insurance reimbursements, the Agency will pay, not to exceed the lesser of the actual insurance premiums or the employer premium contribution rate approved by the Florida State Legislature towards Contracted employees' health insurance for those employees who elect insurance coverage through a Contractor sponsored health insurance provider for those employees who qualify for insurance coverage and opt for coverage from a Contractor provider health care provider. Effective May 2010, for full-time employees AWI will pay not to exceed the lesser of the actual premium or four hundred seventy three dollars and sixty two cents (\$473.62) per month for Individual coverage and one thousand four dollars and fourteen cents (\$1,004.14) per month for Family coverage. Rates for part-time employees will be one-half the approved rates for full-time employees. For insurance coverage, full-time employees must be hired to work a minimum of 40 hours per week and part-time employees must be hired to work a minimum of twenty (20) hours per week. The Agency shall notify the Contractor in writing of any changes and the effective date of the changes in the Agency's employer insurance contribution amounts. Notifications may be provided by email to the Contractor's Contract Manager or their designee.
- D.6.2 Verify individual employee time sheets against Contractor invoices submitted and resolve any discrepancies prior to authorizing invoice payments.
- D.6.3 Provide UC Program and Agency required training to Contractor leased employees assigned to AWI.
- D.6.4 Conduct interviews within five (5) working days of the date the Contractor provides employee referral information to the Agency and promptly advise the Contractor of its selection(s) decision, the hourly wage to be paid for each applicant selected and the duty days and duty hours for each applicant hired under this solicitation.
- D.6.5 Supervise and train Contractor leased employees assigned to AWI. This includes approving/disapproving leave request, notifying the Contractor of employee attendance/performance issues, approving employee's time records, submitting time sheets to the Contractor, providing security and programmatic training and other supervisory duties as determined by the Agency.
- D.6.6 Notify the Contractor of any Contractor employees whose duties may require those positions to be designated as positions of special trust. Although AWI anticipates none will be designated, future positions may need to be designated. The AWI Contract Manager will notify the Contractor of any Level II background screening results that may negatively impact the Contractor's employee's ability to fulfill the special trust position duties.
- D.6.7 Provide office space, utilities, equipment, supplies, telephones, janitorial services, workstations, printing/copying, imaging, connectivity and facilities maintenance for Contractor employees assigned to the Agency. In addition, provide one office, utilities, facilities maintenance and janitorial support for the Contractor Contract Manager or other designee as determined by the Contractor in the AWI Orlando Call Center facilities. Support under this section shall be provided to the Contractor at no cost to the Contractor.
- D.6.8 Perform documented programmatic and fiscal monitoring activities throughout the life of any contract awarded as a result of this RFP solicitation following federal, state, and Agency policies and procedures to ensure funds provided to the Contractor are used for authorized purposes and Contractual compliance with contractual provisions, performance goals are achieved and payments are allowable, allocable, properly documented and do not exceed contractual limits.
- D.6.9 Work with the Contractor to develop policies, procedures, and processes needed for interviewing, selecting, employing, terminating, and reporting requirements specified in this RFP solicitation.
- D.6.10 Determine and approve all staffing levels, classifications, employment status (full-time vs. part-time) and locations for leased employees provided under this solicitation. Requirements impacting Appeals may be approved by either the Appeals Process Manager or UC Director. Requirements impacting all other business units within the UC Program

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and Non-UC business units within the Agency must be approved by either the UC Operations Manager or UC Director. Regardless of approval level, all approvals must be in writing. The AWI Contract Manager will notify the Contractor of all requirements, classifications, locations and employee status changes.

- D.6.11 Ensure all Contractor employees assigned to the Agency with access to confidential unemployment information receive documented initial and annual security refresher training and ongoing security awareness training. As a minimum the training shall include the confidentiality provisions of this contract, requirements of 20 CFR Part 603, and Sections 443.171(5) and 443.1715, F.S. In addition, the Agency shall ensure all Contractor employees granted access to confidential unemployment data sign a security access agreement prior to being granted access to any confidential information and prior to performing any work under this contract. The Agency shall also ensure Contractor employees execute the following: Information Technology Resource Agreements; Agency drug-free work place, sexual harassment, discrimination, workplace violence, and fraud and misconduct policy acknowledgement forms, confidentiality acknowledgement certifications and any other agreements/certifications required of other Agency employees.
- D.6.12 Certify Contractor employees' leave taken by signing the employee's time and attendance records and approving time and leave in the automated Contractor employees time management system.
- D.6.13 The Agency reserves the right and the Contractor agrees that the Agency shall at all times be entitled to select and hire employees not referred by the Contractor and has the right at any time to immediately reject or stop time on any employee assigned to AWI who fails to satisfactorily perform assigned duties, who is not dressed appropriately for an assignment, who violates any federal, state, or local law or regulation or Agency policies and procedures, disrupts the activities of the Agency, or for any other action that is considered unacceptable in the judgment of the Agency. The Agency shall provide immediate notification to the Contractor on all Contractor employees who are rejected or whose time is stopped.

#### **D.7 Section 287.0571(5)(a), F.S. Compliance**

If a particular service or deliverable is inadvertently omitted or not clearly specified, but determined to be operationally necessary and verified to have been performed by the Agency within the twelve (12) months before the execution of any contract awarded as a result of this solicitation, such service or deliverable will be provided by the Contractor through an amendment process.

#### **D.8 Contract Extension**

At the sole discretion of AWI, any contract awarded as a result of this solicitation may be extended in accordance with Section 287.057(12), F.S. Extensions of contracts for contractual services procured through a competitive solicitation shall be in writing for a period not to exceed six (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.

#### **D.9 Information Release – Subpoenas and Media Request**

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.

In accordance with Section 287.0571(5)(j) F.S., the Contractor and its Sub-Contractors must comply with public records laws. In compliance with this provision, the Contractor and any Sub-Contractors must:

- a. Keep and maintain the public records that ordinarily and necessarily would be required by the state agency in order to perform the services under this RFP.
- b. Provide the public with access to such public records on the same terms and conditions that the state agency would provide the records and at a cost that does not exceed that provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that records that are exempt or records that are confidential and exempt are not disclosed except as authorized by law.

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- d. Meet all requirements for retaining records and transfer to the state agency, at no cost, all public records in possession of the Contractor and its Sub-Contractors upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Agency Contract Manager in a format that is compatible with the information technology system of the Agency.

In complying with public records requests, the Contractor must notify AWI verbally and in writing of any public records request received by the Contractor or any data in the Contractor's possession related to this contract that is subpoenaed, improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of AWI. 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.

The Contractor shall not provide any information to any media outlet or representative regarding the UC Program or any services delivered under any contract awarded as a result of this solicitation without the prior written approval from the Agency's Director, Director of Unemployment Compensation or Director of Communications or their designated representatives. The Contractor shall notify the AWI Communications Office at 850-245-7130 verbally within one (1) hour and in writing or via email, with a copy to the AWI Contract Manager, within one (1) business day of any inquiries received from any media outlet or representative. The Contractor shall, within ten (10) working days of execution of any contract awarded as a result of this solicitation, establish a formal, written procedure outlining the approved method of handling all media inquiries. A copy of this process shall be provided to the AWI Contract Manager within 30 calendar days of the contract execution. 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  
Fax: (850) 921-3230

#### **D.10 Duty of Continuing Disclosure of Legal Proceedings**

- D.10.1 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 ("Proceeding") involving the vendor and each Sub-Contractor in a written statement to the Agency's Contract Manager within fifteen (15) days of occurrence.
- D.10.2 This duty of disclosure applies to the Contractor's officers and directors when the proceeding relates to the officer or director's business or financial activities. This duty must extend to all proceedings disclosed in the Contractor's reply to the RFP as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated accordingly.
- D.10.3 The selected Contractor shall promptly notify the Agency of any Proceeding relating to or affecting the Contractor's business which impacts its ability to fulfill its obligation under any contract awarded as a result of this solicitation. If the existence of such proceeding, during the term of the contract causes the state concern that the vendor's ability or willingness to perform the contract is jeopardized, the vendor shall be required to provide the Agency all reasonable assurances requested by the Agency to demonstrate that:
  - a. The vendor will be able to perform the contract resulting from this RFP in accordance with its terms and conditions, and
  - b. The vendor and/or its Sub-Contractor(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.

#### **D.11 Confidentiality and Safeguarding Information**

The Agency and the Contractor(s) may have access to confidential information during the course of performing the services described in this RFP. The Parties agree to implement procedures to ensure protection and confidentiality of data, files and records involved with any contract awarded as a result of this RFP solicitation. The Contractor(s) confidentiality procedures must

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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 CFR Part 603.

**D.12 Ownership and Intellectual Property Rights (Section 287.0571(5)(k), F.S.)**

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work produced or provided by 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.

**D.13 Most Favored State Status**

In the event Contractor offers any other state more favorable contractual terms, as specified in the Contract, than those provided directly to the Agency for services or products comparable or similar to those within the scope of this Contract, Contractor agrees to provide written notice to the Agency within three business days of making such offer to the other state and make such terms available to the Agency, at the Agency's option.

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SECTION E  
AGENCY CORE CONTRACT

The proposed contract language contained below should be reviewed by all Respondents. In responding to the Agency solicitation (10-RFP-004-FS), 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  
CONTRACT

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

**I. THE CONTRACTOR AGREES:**

**A. Attachment 1, Scope of Work:**

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

**B. Type of Contract:**

This Contract is a *cost reimbursement/fixed rate* 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*. The 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 the AWI in consideration for the 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. The 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 the AWI or the State. The AWI agrees to notify the 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. Requirements of Section 287.058, F.S.:**

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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. Where applicable, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S. The AWI may, if specified in the Contract, establish rates lower than the maximum provided in this section.
3. The Contractor shall provide units of deliverables, including reports, findings and drafts as specified in the Contract to be received and accepted in writing by the AWI Contract Manager or Project Manager prior to payment.
4. The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
5. The Contractor shall allow public access to all documents, papers, letters or other materials made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and Chapter 119, F.S. It is expressly understood that the AWI may unilaterally cancel this Contract for the Contractor's refusal to comply with this provision.
6. **Renewal:** If the Contract was procured by an exceptional purchase pursuant to Section 287.057(5)(a) or (5)(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. Section 287.057 (14) (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 the AWI, and at the discretion of the 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)***

## **F. Governing Laws:**

### **1. State of Florida Law:**

- a. The 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. The 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. The AWI shall ensure compliance with Section 11.062, F.S., and Section 216.347, F.S. 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

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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 AWI'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) 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://dhis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).

- d. 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.
- e. **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in 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, the Contractor will complete and provide the certification in Attachment 2.
- f. **Public Announcements and Advertising:** Subject to Chapter 119, F.S., the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the AWI, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the AWI 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 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 the 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 the 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 paragraph 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:

- o submit a bid on a contract to provide any goods or services to a public entity;
- o submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- o submit bids on leases of real property to a public entity;
- o 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 Chapters 39 and 415, F.S., an employee of the 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 on the single statewide toll-free telephone number (1-800-96ABUSE).

**2. Federal Law:**

**a.** The Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions as applicable: 45 C.F.R. Part 74 and/or 45 C.F.R. Part 92 and/or 29 C.F.R. Part 97 and/or 20 C.F.R. Part 600 *et seq.*, and all other applicable federal regulations.

**b.** The Contractor shall comply with all applicable federal laws, including but not limited to:

1. Child Care and Development Fund (“CCDF”), 45 C.F.R. 98, the Temporary Assistance for Needy Families Program (“TANF”), 45 C.F.R. 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, P.L. 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 (42 U.S.C. sections 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
9. Pro-Children Act: The 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. The Contractor shall comply with Public Law 103-277, which requires that smoking not be permitted 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.
10. Davis-Bacon Act as amended (40 U.S.C. 276a to 276a-7) and as supplemented by Department of Labor (DOL) regulations 29 C.F.R. part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 C.F.R. part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 C.F.R. part 5, regarding labor standards for federally assisted construction subagreements.
11. Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, the 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 C.F.R. part 15). The Contractor shall report any violation of the above to the AWI.
12. Energy Efficiency: The 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 (Public Law 94-163).

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13. **Lobbying and Integrity:** The Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 C.F.R. part 93. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to contract execution, complete the 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 12689, Debarment and Suspension, 29 C.F.R. 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, 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. The Contractor will provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters. See Attachment 2.
15. **Construction or Renovation of Facilities Using Program Funds:** The 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, the AWI or the federal government shall be entitled to a lien against said property.
16. **Office of Management and Budget (OMB) Circulars:** The Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as A-21, A-87, A-102, OMB A-110, A-122, and A-133, as applicable.
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; and (2) the dollar amount of Federal funds for the project or program.
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 the 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.

## **G. Audits and Records:**

1. Representatives of the AWI, 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 any books, documents, papers, and records, including electronic storage media, of the Contractor as they may relate to this Contract.
2. The 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 the AWI under this Contract.
3. The Contractor will provide a financial and compliance audit to the AWI, if applicable, and ensure that all related party transactions are disclosed to the auditor.
4. The Contractor shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
5. The 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. The Contractor will cooperate with the AWI to facilitate the duplication and transfer of any said records or documents upon request of the AWI.
6. Upon completion or termination of the Contract and at the request of the AWI, the Contractor will cooperate with the AWI to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 5 above.

## **H. Assignments and Subcontracts:**

1. The 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 the AWI. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the AWI, shall be null and void.
2. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. If the AWI permits the 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 the Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the AWI. Such review of the written subcontract document by the 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. The Contractor further agrees that the AWI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the AWI against such claims.



3. The 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 the AWI. The AWI 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 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 the AWI's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The AWI may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
4. The 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 the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the 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 the Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the AWI in accordance with Section 287.0585, F.S., unless otherwise stated in the Contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty charged against the 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. The Contractor agrees that the AWI may undertake or award supplemental contracts for work related to the Contract, or any portion thereof. The Contractor shall cooperate with such other contractors and the AWI in all such cases. Any subcontractors to the Contractor will be required to act in a like manner.
7. The Contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority 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 MBE participant and a copy must be forwarded to the 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. The AWI shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the AWI's judgment, are insufficient.

#### **I. Purchasing:**

1. a.) The 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

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forth in Subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Contractor shall be deemed to be substituted for the AWI insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE: (850) 487-3774.

b.) Further, the 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 Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the Contractor shall be deemed to be substituted for the AWI insofar as dealings with such qualified nonprofit agencies are concerned. Contractor should contact the AWI Purchasing Office for further information.

2. The 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 the provisions of Sections 403.7065, and 287.045, F.S.
3. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), F.S., 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 Rule 60A-1.032, F.A.C.
4. 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.
5. The 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 Contract.
6. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

#### **J. Nonexpendable Property:**

1. Pursuant to Section 273.02, F.S., the term "nonexpendable property" as used in this section means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.
2. All nonexpendable property, purchased under this Contract, shall be listed on the property records of the Contractor. The Contractor shall inventory annually and maintain accounting records for all equipment purchased and submit an inventory report to the AWI with the final

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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 the Contractor dispose of nonexpendable property purchased under this Contract for these services without the written permission of and in accordance with instructions from the AWI.
4. Immediately upon discovery, the Contractor shall notify the AWI, in writing, of any property loss with the date and reason(s) for the loss.
5. The Contractor shall be responsible for the correct use of all 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.
7. Title (ownership) to all nonexpendable property acquired with funds from this Contract shall be vested in the AWI and said property shall be transferred to the AWI upon completion or termination of the Contract unless otherwise authorized in writing by the AWI.

#### **K. Information Resource Acquisition:**

The Contractor shall obtain prior written approval from the appropriate AWI approving authority for the purchase of any Information Technology Resource (ITR). The Contractor agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the AWI Contract Manager, who will serve as liaison between the Contractor and the approving authority.

#### **L. Indemnification: NOTE:** Paragraphs 1 through 3 below are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. 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 the 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 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 the AWI.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and the 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 the AWI's misuse or modification of Contractor's products or the 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 the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the AWI the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to

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modify or otherwise secure the AWI the right to continue using the product, the Contractor shall remove the product and refund the AWI the amounts paid in excess of a reasonable rental for past use. The AWI shall not be liable for any royalties.

2. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the AWI 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 the AWI in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **M. 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 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 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 AWI 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.

#### **N. Insurance:**

All insurance policies shall be with the insurers qualified and doing business in Florida. The AWI shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents. The 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 the Contractor providing such insurance.

##### **1. Contractor's Liability Insurance:**

The Contractor shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this Contract. Upon the execution of this Contract, the Contractor shall furnish the AWI written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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## **2. Workers' Compensation Insurance:**

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, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors, and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

## **3. Unemployment Compensation Insurance:**

The Contractor, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, F.S., for all employees connected with the work of the Contract.

## **4. Premises Liability Insurance:**

The Contractor will provide Premises Liability Insurance in an amount appropriate to the risk manifested by the Contractor's staff working in the space provided by the AWI. This also includes the indemnification of the State for any liabilities set forth in Section 768.28, F.S.

## **5. Other Insurance:**

During the Contract term, the Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

## **O. 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. The 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,** 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 the AWI.

4. The 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 the Contractor has access to confidential information in order to fulfill Contractor's obligations under this Contract, the Contractor agrees to abide by all applicable AWI Information Technology Security procedures and policies. The Contractor (including its employees, sub-contractors, agents, or any other individuals to whom the 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.

**P. Return of Funds:**

1. The Contractor shall return to the AWI any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the AWI. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the AWI. In the event that the AWI first discovers an overpayment has been made, the AWI will notify the Contractor by letter of such a finding which was paid contrary to the terms of this Contract. Should repayment not be made in a timely manner, the 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 the AWI Contract Manager, and made payable to the "Agency for Workforce Innovation."
2. If authorized and approved, the 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 the AWI in accordance with 45 C.F.R. part 92.21.

**Q. 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.

**R. 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, F.S., or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the AWI in writing if its ability to perform is compromised in any manner during the term of the Contract.

**S. Final Invoice:**

The Contractor shall submit the final invoice for payment to the AWI no later than 60 days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the AWI will not honor any requests submitted after the aforesaid time period. Any

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payment due under the terms of this Contract may be withheld at anytime until all reports due from the Contractor and necessary adjustments thereto have been approved by the AWI.

#### **T. 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, the Contractor shall refer the discovery or invention to the 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 C.F.R. part 401 and any of its implementing regulations as applicable. All data created or received, whether electronic or hardcopy, by the Contractor during the duration of this Contract are the property of the AWI and must be surrendered to the AWI upon expiration, termination or cancellation of this Contract at no cost to the AWI.
2. Where activities supported by this Contract produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the 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 have others acting on behalf of the AWI to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced the Contractor shall notify the 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 Section 1004.23 (6), F.S.
4. The Contractor, without exception, shall indemnify and hold harmless the 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 the Contractor. The 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, the 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 the 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.

#### **U. Independent Contractor Status:**

In the Contractor's performance of its duties and responsibilities under the Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor. The AWI shall neither have nor exercise any control or direction over the methods by

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which the 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 the Contractor is a state agency, the 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 the Contractor represent to others that, as the Contractor, it has the authority to bind the AWI unless specifically authorized to do so.
2. Except where the Contractor is a state agency, neither the 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. The 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 the Contractor and agreed to by the AWI in Attachment 1, Scope of Work, the AWI will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the 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 the Contractor, its officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Contractor.

**V. Electronic Fund Transfer (EFT):**

The Contractor agrees to enroll in EFT, offered by the State's Chief Financial Office within thirty (30) days of the date the last party has signed this Contract. Copies of the Authorization form and sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the EFT Section at (850) 410-9466. Once enrolled, invoice payments will be made by EFT.

**II. AWI AGREES:**

**A. Vendor Payment:**

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 Statement of Work specify otherwise. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the AWI.

**B. 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

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problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

### **C. Contractor Payments:**

1. Invoices shall contain the Contract number, and the appropriate vendor identification number. The AWI and State may require any other information from the Contractor that the AWI and/or State deems necessary to verify any invoice submitted under the Contract.
2. At the AWI or 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 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. Invoices that must be returned to a Contractor due to preparation errors will result in a delay of payment. The AWI is responsible for all payments under the Contract. The AWI's failure to pay, or delay of payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the AWI.

## **III. THE CONTRACTOR AND THE AWI AGREE:**

### **A. Renegotiation or Modification:**

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, the AWI may at any time, with written notice to the Contractor, make changes within the general scope of the Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the AWI. Any investigation necessary to determine the impact of the change shall be the responsibility of the 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 the 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 and state funds upon which this Contract is dependent is withdrawn or redirected, the AWI may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The 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

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funds.” In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

## **2. Termination for Breach:**

The AWI 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. The rights and remedies of the 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, to this Contract.

## **3. Termination for Convenience:**

The AWI, by written notice to the Contractor, may terminate the Contract in whole or in part when the AWI 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.

## **D. Dispute Resolution:**

Unless stated otherwise in the Statement of Work of this Contract, disputes concerning the performance of the Contract shall be decided by the AWI, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the AWI a petition for administrative hearing. The AWI’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter 120, F.S. 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, 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, 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 the Contractor believes is excusable under this paragraph, the Contractor shall notify the 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 the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this

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paragraph is a condition precedent to such remedy. The AWI, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the AWI. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the 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, the Contractor shall perform at no increased cost, unless the AWI determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the AWI or the State, in which case, the AWI may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the AWI with respect to products or services subjected to allocation; (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 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 of this Contract is held to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**G. Counterparts:**

This Contract may be executed in counterparts, all of which shall constitute one and the same document.

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

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

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

Insert AWI Contractor name here

---

Insert street address

---

City, state, zip

---

Telephone number

---

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.

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**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** \_\_\_\_\_  
Signature

**By** \_\_\_\_\_  
Signature

**Title** \_\_\_\_\_  
Type in Name  
Type in Title

**Title** \_\_\_\_\_  
Type in Name  
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**

The 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.

**THE CONTRACTOR IS REQUIRED TO COMPLETE ATTACHMENT 2.**

**INSERT SCOPE OF WORK HERE**

*- End of Attachment 1 (Scope of Work) -*

**Attachment 2**  
**CERTIFICATIONS**

The AWI will not award a Contract where the Contractor has failed to complete the CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the Contractor hereby certifies the following:

- 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.**

**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 the 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.

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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 (29 C.F.R. PART 37 AND 45 C.F.R. PART 80).**

As a condition of the Contract, the 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, C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F. R. 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;

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The Contractor also assures that it will comply with 29 C.F.R. part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the 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.**

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

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State, ZIP Code)

*- End of Attachment 2 -*



**ATTACHMENT A  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must provide the required information for three (3) separate and verifiable clients of the Respondent, other than the Agency **which have been in place for at least one (1) continuous year within the past five (5) years of the date of the RFP solicitation date.** 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.** Confidential clients shall not be included. The same client may not be listed for 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 a minimum of two (2) clients at its discretion to contact, but reserves the right to contact additional referrals. Confidential clients shall not be included. **DO NOT LIST AGENCY WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each referral.)

<b>Company Name:</b>	
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:	\$
<b>Company Name:</b>	
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:	\$
<b>Company Name:</b>	
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 Signature (Manual) & Date

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

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

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**ATTACHMENT B  
COST RESPONSE**

List Florida Counties, if any, that you are unable to serve. *An attachment to Attachment B, Cost Response is acceptable.*

**CONTRACT PERIOD**

**CONTRACTOR MANAGEMENT FEE**

**1<sup>st</sup> YEAR**

Upon Execution – December 31, 2011

\_\_\_\_\_ %

**2<sup>nd</sup> YEAR**

January 1, 2012 – December 31, 2012

\_\_\_\_\_ %

**3<sup>rd</sup> YEAR**

January 1, 2013 – December 31, 2013

\_\_\_\_\_ %

**4<sup>th</sup> YEAR**

January 1, 2014 – December 31, 2014

\_\_\_\_\_ %

**5<sup>th</sup> YEAR**

January 1, 2015 – December 31, 2015

\_\_\_\_\_ %

**OPTIONAL RENEWAL YEAR 1**

January 1, 2016 – December 31, 2016

\_\_\_\_\_ %

**OPTIONAL RENEWAL YEAR 2**

January 1, 2017 – December 31, 2017

\_\_\_\_\_ %

**OPTIONAL RENEWAL YEAR 3**

January 1, 2018 – December 31, 2018

\_\_\_\_\_ %

**OPTIONAL RENEWAL YEAR 4**

January 1, 2019 – December 31, 2019

\_\_\_\_\_ %

**OPTIONAL RENEWAL YEAR 5**

January 1, 2020-December 31, 2020

\_\_\_\_\_ %

\_\_\_\_\_  
**\*Authorized Signature (Manual) & Date**

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

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

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**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 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 working 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 employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free 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 Signature (Manual)**

---

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

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

---

**Date Signed**

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

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids 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 firms 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 Contractor's firm or any of its branches or affiliates. All Contractors must also disclose the name of any employee, agents, lobbyist, previous employees of the Agency, or other persons, who have received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, F.S., in seeking to influence the actions of the Agency in connection with this procurement.

The following persons are officers, director, employee, etc., have a 5% interest in the Contractor's firm:

_____	_____
_____	_____

The following persons are a state officer or employee who owns 5% or more in the Contractor's firm:

_____	_____
_____	_____

The following persons have sought to influence the Agency in this procurement on behalf of the Contractor.

_____	_____
_____	_____

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

\_\_\_\_\_  
**\*Authorized Signature (Manual)**

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

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

\_\_\_\_\_  
**Date Signed**

**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 Agency 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. Respondents may contact the Agency 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, firm, or organization that 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 Sub-Contractor 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 Agency Contract Manager's contract file. Sub-Contractor's certifications must be kept at the Contractor's business location and made available to the Agency upon request.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he/she nor his/her principals are 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 Signature (Manual)**

---

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

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

---

**Date Signed**

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**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.C. 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.**

---

**Date Signed**

**ATTACHMENT G  
LIST OF SUB-CONTRACTORS**

Each Respondent shall submit with their response a list of the Sub-Contractors who will perform work under any contract(s) that may result from this solicitation or indicate no Sub-Contractors will be used. The form must be signed and dated. The Respondent shall have determined to their own complete satisfaction that any listed Sub-Contractor has been successfully engaged in (describe commodities/services the Sub-Contractor will provide under this solicitation) for a minimum of (enter specific time period, months, years, etc.) as required by this specification and is qualified to provide the services listed.

**In the event that no Sub-Contractor will be used, this list shall be returned with an “X” or “√” in box below indicating “No Sub-Contractors will be used.”**

**NO SUB-CONTRACTORS WILL BE USED:**

Sub-Contractor Name:	
Business Type/Service	
Address:	
City and Zip	
Phone #	
Licenses #	
Specific Time Period	

Sub-Contractor Name:	
Business Type/Service	
Address:	
City and Zip	
Phone:	
License #	
Specific Time Period	

Sub-Contractor Name:	
Business Type/Service	
Address:	
City and Zip	
Phone #	
Licenses #	
Specific Time Period	

Sub-Contractor Name:	
Business Type/Service	
Address:	
City and Zip	
Phone:	
License #	
Specific Time Period	

\_\_\_\_\_  
**\*Authorized Signature (Manual)**

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

\_\_\_\_\_  
**Date Signed**

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

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**ATTACHMENT H  
EVALUATION OF PAST PERFORMANCE**

**Respondent's Company Name ("Respondent"):**

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The Respondent listed above intends to submit a response to the State of Florida, Agency for Workforce Innovation, in response to a Request for Proposal for temporary leased employee staffing services for Unemployment Compensation Administration Functions Support. As a part of the Respondent's response, it must include a completed and sealed reference questionnaire using this form. As a current or former client, the Respondent is requesting your assistance in completing this questionnaire and returning it to the Respondent's office by (enter the date the Respondent wants the recipient to return the information).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire using the space provided. Attach additional pages if necessary;
  - Sign and date the completed questionnaire;
  - Seal the completed, signed, and dated questionnaire in a standard #10 envelope;
  - Sign in ink across the sealed portion of the envelope; and
  - Return the sealed envelope containing the completed questionnaire directly to (insert the name of the company and individual the questionnaire should be returned to).
- 

- (1) What is the name of the company or organization name and address responding to this reference questionnaire?
  
  
  
  
  
  
  
  
  
  
- (2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

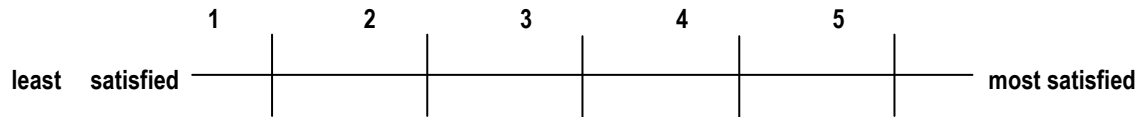
<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

- (3) What services does/did the Respondent provide to your company or organization? Please describe the business functionality addressed in the project and a methodology overview. Attach additional pages to this questionnaire if necessary.



(4) What is the level of your overall satisfaction with the Respondent for the services described above?

*Please respond by circling the appropriate number on the scale below.*



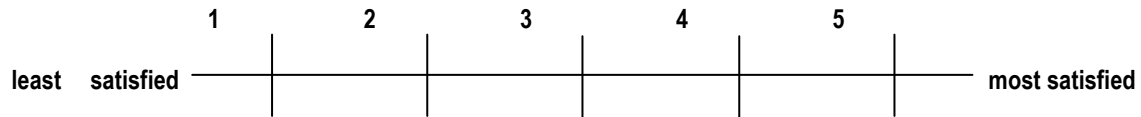
(5) Were the services completed, or are they being completed, in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?

(7) In what areas of service delivery does/did the Respondent excel? What are/were their strong points?

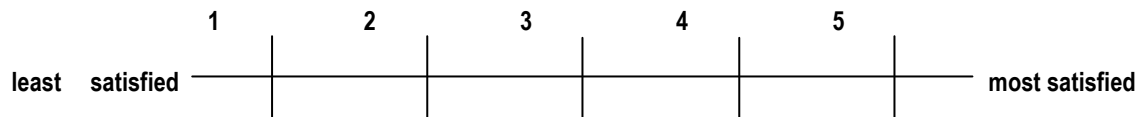
(8) In what areas of service delivery does/did the Respondent fall short? What are/were their weaknesses?

- (9) What is the level of your satisfaction with the Respondent's project management approach, processes, and personnel?  
*Please respond by circling the appropriate number on the scale below.*



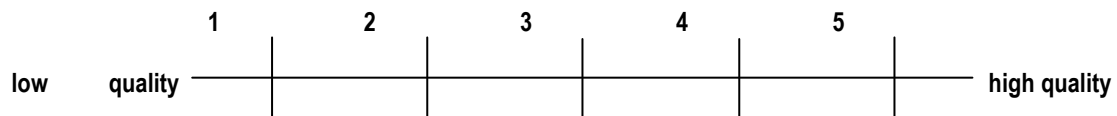
- (10) Considering the staff assigned by the Respondent to deliver the services described in question three (3) above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned by the service provider to your organization?

*Please respond by circling the appropriate number on the scale below.*



- (11) How would you describe the overall quality of the services provided by the Respondent?

*Please respond by circling the appropriate number on the scale below.*



- (12) If the Respondent used Sub-Contractors what areas of the project were assigned to the Sub-Contractor and why? How well did the Respondent manage the Sub-Contractors?

- (13) Have you experienced any issues regarding change orders? If yes, please describe the quantity of change orders required, the reasons for the change orders and a general statement regarding the financial implications the changes had on your contract with the firm.

- (14) Would you contract again with the Respondent for the same or similar services? Do you have any reservations about recommending a future contract award to or relationship with the Respondent?

<b>REFERENCE SIGNATURE:</b>  (by the individual completing this reference questionnaire)	
<b>DATE:</b>	(must be the same as the signature across the envelope seal)

|  
**ATTCHMENT I**  
**RESPONSE PACKAGE CHECKLIST**

To help ensure response packages are acceptable, Respondents should ensure the following items are completed and enclosed. This checklist is provided as a tool only for Respondents' use and should not be relied upon in lieu of the instructions or requirements of this solicitation. Respondents are required to enclose a copy of the completed checklist with their responses.

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 solicitation.
- \_\_\_ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy and signed by authorized representative, this individual 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-Contractor if applicable (Attachment G) has been completed, signed, and attached if applicable.
- \_\_\_ 6. Signed and sealed Reference Questionnaire's (Attachment H) from three references have been included as required in solicitation.
- \_\_\_ 7. The Response Checklist (Attachment I) has been completed and attached
- \_\_\_ 8. The Dun and Bradstreet Supplier Qualifier Report (Attachment K).
- \_\_\_ 9. The Certificate of Good Standing (Attachment L) has been attached.
- \_\_\_ 10. The Certified Service-Disabled Veteran Business Enterprises (CSDVBE) Certification (Attachment M) has been attached, if applicable.
- \_\_\_ 11. The Proof of Signature Authority (Attachment N) has been completed, signed, and attached.
- \_\_\_ 12. The Intent to Submit Reply (Attachment O) was submitted by the date and time listed in Section B.3, Calendar of Events.
- \_\_\_ 13. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.
- \_\_\_ 14. The Respondents response addresses the five (5) objectives of the State Project Plan (Section B.34) to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Certification of Drug Free Workplace Program, products available from blind or other handicapped (RESPECT of Florida); use of prison rehabilitative industries and diversified enterprises (PRIDE), and Chapter Law 2010-151 compliance.
- \_\_\_ 15. The Scope of Work, Section D, has been thoroughly reviewed for compliance to the solicitation requirements.
- \_\_\_ 16. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the original response.
- \_\_\_ 17. The original response must be received at the location and on the date specified in Sections A.4 and B.3 in this RFP.
- \_\_\_ 18. Six (6) copies (one [1] original and five [5] copies) of the entire Technical response must be submitted to the Agency in accordance with Sections B.3, B.11, B.31 and B.32 of the RFP.

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- \_\_\_19. One (1) original, signed and sealed **Attachment B – Cost Response**; along with one (1) copy, and one (1) electronic copy (on compact disc).
- \_\_\_20. One (1) original and one (1) electronic copy of compact disc of a **Redacted Copy** of its proposal, if necessary.
- \_\_\_21. On the lower left hand corner of the envelope transmitting the original response, write in the following information:

Solicitation Number: [ 10-RFP-004-FS ]

Title: [ Unemployment Compensation Administration Functions Support ]

Response Opening Date & Time: [ September 21, 2010 @ 3:00 p.m. EST ]

**ATTACHMENT J  
QUESTION SUBMITTAL FORM  
(If Applicable)**

For Attachment J, Respondents shall complete the form provided based on their questions relating to this RFP. The completed form shall be submitted in accordance with the instructions and timelines provided in Section B.3, Calendar of Events. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

**Respondent's Name:** \_\_\_\_\_

<b>*Respondent Question Number</b>	<b>RFP Page, Section Number, Subsection Reference</b>	<b>Question</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

\*Add rows as necessary.

\_\_\_\_\_  
**\*\*Authorized Signature (Manual)**

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

**\*\*This individual must have the authority to bind the respondent.**

\_\_\_\_\_  
**Date Signed**

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**ATTACHMENT K**  
DUN & BRADSTREET SUPPLIER QUALIFIER REPORT

For Attachment K, each Respondent shall submit with their response a Dun & Bradstreet Supplier Qualifier Report (SQR) which may be obtained at: <https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>

**ATTACHMENT L**  
CERTIFICATE OF GOOD STANDING

For Attachment L, each Respondent shall attach a copy of the Certificate of Good Standing from the Florida Secretary of State's office. To access and print the Certificate of Good Standing online, log on to [www.sunbiz.org](http://www.sunbiz.org) Choose the link for "Electronic Certification," and then choose the link for "Certificate of Status."



**ATTACHMENT M**  
**CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES CERTIFICATION**  
**(If applicable)**

For Attachment M, each respondent shall attach a copy of the Certified Service-Disabled Veteran Business Enterprises (CSDVBE) Certification, if applicable.

**ATTACHMENT N**  
**PROOF OF SIGNATURE AUTHORITY**

This RFP shall include proof of signature authority **if someone other than the President, Chief Executive Officer or Chairman of the Board of Directors signs the reply to this RFP.**

This proof shall be one of the following:

- A written statement by the President or Chairman of the Board delegating authority to a particular person; or
- A copy of the entity's by-laws reflecting signature authority to a particular person; or
- A copy of the Board of Directors meeting minutes that show action to delegate signature authority to a particular person or position.

**Please complete the below and include one of the above required documents. If no delegation is provided, enter "Not Applicable or N/A" in the "Name" and "Title" areas of the person whom signature authority is delegated.**

\_\_\_\_\_  
(Type Name and Title of President, Chief Executive Officer or Chairman of the Board of Directors)

\_\_\_\_\_  
(Type Name of Person to Whom Signature Authority is Delegated)

\_\_\_\_\_  
(Type Title of Person to Whom Signature Authority is Delegated)

\_\_\_\_\_  
Date Signed

**ATTACHMENT O  
INTENT TO SUBMIT REPLY**

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

COMPLETE AND RETURN THIS FORM BY THE DUE DATE AND TIME REFERENCED IN SECTION B.3, CALENDAR OF EVENTS, OF THIS RFP.

SUBMIT THE COMPLETED AND SIGNED FORM TO THE ABOVE ADDRESS OR FAX TO (850 245-7470)

.....

Request for Proposal Number: **10-RFP-004-FS**

Title: **Unemployment Compensation Administration Functions Support**

Date & Time RFP Replies are Due: September 24, 2010, 3:00 p.m. EST

Company Legal Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Authorized Signature (Manual): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Typed) and Title: \_\_\_\_\_

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