

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
Request for Proposal
Intent To Submit Proposal

COMPLETE AND RETURN THIS FORM

Proposal Number: RFP 2013-14

Title: PROVIDE ONLINE TUTORING SERVICES TO FLORIDA COLLEGE SYSTEM INSTITUTIONS

Date & Time Proposal Due: JANUARY 30, 2013 @ 2:30 P.M. EASTERN TIME (ET)

Potential Proposers should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Proposal Form as soon as possible after downloading. Complete the information below and send this sheet only to the below e-mail address (preferred). Form may also be faxed to fax number (850) 245-0719, or mailed to 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

Department of Education contact person: ReGina Fields, regina.fields@fldoe.org, (850) 245-9173.

(Revised 06/27/2012)

State of Florida
Department of Education

REQUEST FOR PROPOSAL

**PROVIDE ONLINE TUTORING SERVICES TO FLORIDA COLLEGE SYSTEM
INSTITUTIONS**

BID NUMBER: RFP 2013-14

DEADLINE FOR TECHNICAL QUESTIONS: JANUARY 14, 2013 @ 4:00 PM
(There is no deadline for administrative questions)

PROPOSALS ARE DUE BY: 02:30 PM ET, ON JANUARY 30, 2013

ESTIMATED POSTING OF INTENDED AWARD BEGINS FEBRUARY 19, 2013

MAIL OR DELIVER PROPOSALS TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement
Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400
Attention: ReGina Fields
Phone: (850) 245-9173

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**REQUEST FOR PROPOSAL
STATE OF FLORIDA, DEPARTMENT OF EDUCATION**

PROVIDE ONLINE TUTORING SERVICES TO FLORIDA COLLEGE SYSTEM INSTITUTIONS

BID NUMBER: RFP 2013-14

SECTION 1 -INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO PROPOSER

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

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

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

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

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

SECTION 3 - INTRODUCTION

3.0 INTENT

The state of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written Proposals from qualified Proposers to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for six (6) months thereafter. Award will be made to the responsible and responsive vendor(s) that the Department determines will provide what is most advantageous to the state, taking into consideration price and other criteria set forth in this document.

The resulting contract may be renewed for up to an additional one (1) year, see Form PUR 1000 for renewal requirements

3.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to provide a discounted rate on online tutoring services to Florida College System institutions. These services will be designed to help students learn key competencies and succeed at Florida institutions.

3.2 BACKGROUND

The Division of Florida Colleges would like to support online tutoring services for Florida College System students by entering into a contract with a vendor that offers online tutoring for postsecondary students. Twenty-seven out of the 28 Florida College System institutions use an online vendor for delivery of online tutoring. To promote student retention and completion, the Division would like to contract directly for online tutoring services.

3.3 DEFINITIONS

After the award, said Proposer will be referred to as the "Contractor". For the purpose of this document, the term "Proposer" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "Proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contractor resulting from this RFP. A "responsive bid" is a Proposal submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. "Deliverable" means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

3.4 SCHEDULE OF EVENTS

EVENT	DATE
Request for Proposal released	January 7, 2013
Questions due from prospective Proposers (E-mail preferred; Fax acceptable)	January 14, 2013 by 4:00 p.m.
Responses to questions due from the department (date is on or about)	January 16, 2013
PROPOSALS DUE (FAX & E-MAIL NOT ACCEPTABLE)	JANUARY 30, 2013 @ 2:30 P.M.
Proposals opened	January 30, 2013 @ 2:45 p.m.
Evaluation of Technical Proposals	January 31 - February 13, 2013
Opening of Price Proposals	February 15, 2013
Anticipated Posting of Intended Award (date is on or about)	February 19, 2013
Anticipated beginning of work	March 1, 2013

SECTION 4 – SPECIAL INSTRUCTIONS

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

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

4.2 VISITOR'S PASS TO THE TURLINGTON BUILDING

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

4.3 PROPOSAL QUESTIONS & ANSWERS

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

Only written inquiries from Proposers, which are submitted by the company's authorized representative, will be recognized by the Department as duly authorized expressions on behalf of the Proposers. See SECTION 3.4 SCHEDULE OF EVENTS for questions due date.

WRITTEN QUESTIONS should be submitted to:

Florida Department of Education
Bureau of Contract, Grants and Procurement Management Services
Attn: ReGina Fields
325 West Gaines Street, 332 Turlington Building
Tallahassee, Florida 32399-0400
E-mail Address (preferred): ReGina.Fields@fldoe.org or Fax No.: (850) 245-0719

4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

Pursuant to F.S., Section 120.57(3) (b):

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

Section 120.57(3)(a) provides:

Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S."

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

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. F.S., Section 287.042(2) (c) and F.A.C. Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the

protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be filed with the issuing office as defined in SECTION 4.3 above.

4.5 ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

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

Notice of changes (addenda) will be posted on the VBS, under this Proposal number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a Proposal.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

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

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

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

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 Proposal.

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

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

confidential, proprietary, or trade secret, or otherwise exempt. The Proposer shall also provide two (2) electronic copies (compact disc (CD), flash drive, etc.) of their Redacted Copy.

Proposer shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposers' determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

4.9 POOR PERFORMANCE NOTICE

The Proposer shall provide for both the Proposer and its employees, subcontractors, and subcontractor employees, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, any notice of breach, notice of default, termination notice, suspension notice, or any disciplinary action initiated or taken under any contract or job performance within the past seven (7) years. For each instance listed, provide a narrative summary of the contract's purpose and scope of work, the Proposer's performance, including the concerns of the project owner, and any major adverse findings. In addition, provide the contract or job number, the name of the owner, the term of the contract, the name, address, and telephone number of the owner's contract manager. Please also include any relevant documentation evidencing the performance issues.

The Department reserves the right to seek further information on this matter from the Proposer or to make inquiries with the project owner. The information obtained from this review may be reflected in the Proposer's score or used to declare the Proposer not a responsible vendor.

4.10 WITHDRAWAL OF A PROPOSAL

A Proposer may withdraw a Proposal by written notice to the Department on or before the deadline specified for the receipt of Proposals in SECTION 3.4 SCHEDULE OF EVENTS of this RFP. Such written notice is to be submitted to the Issuing Office at the address specified in SECTION 4.3 PROPOSAL QUESTIONS AND ANSWERS of this RFP.

4.11 CONDITIONS TO THE PROPOSAL

No conditions may be applied to any aspect of the RFP by the prospective Proposer. Any conditions placed on any aspect of the Proposal documents by the prospective Proposer may result in the Proposal being rejected as a conditional Proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to Proposal opening will be a written addenda issued by the Department.

4.12 AWARD

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

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

Florida Tallahassee, (850)	Department of State Florida 32399 245-6053
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5.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

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

5.2 OTHER CONDITIONS

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

5.3 IDENTICAL EVALUATION OF PROPOSALS

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

5.4 DISCLOSURE STATEMENT

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

5.5 DIVERSITY IN CONTRACTING

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

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

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

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

5.6 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this RFP as Attachment '6' and will govern the relationship between the Department and the Contractor. Proposal(s) submitted by the successful Proposer(s) shall be incorporated into the final contract(s).

5.7 METHOD OF PAYMENT

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

5.8 CONVICTED VENDOR LIST

A company placed on the Convicted Vendor List may not submit a Proposal or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at www.myflorida.com under the category Business then Doing Business with the state.

5.9 SUB-CONTRACTING

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

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment "4". The contractor shall provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Prime Contractor shall provide the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a small, minority-, women-, and service-disabled veteran business enterprise Subcontractor for the period covered by the invoice. The DMS Office of Supplier Diversity will assist in furnishing names of qualified small, minority-, women-, and service-disabled veteran business enterprises. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

5.10 SUBMISSION OF PROPOSALS BY SUBSIDIARIES OR AFFILIATES

A Proposer, its subsidiaries, affiliates, or related entities shall be limited to one Proposal. Submission of more than one Proposal per activity by a Proposer will cause the rejection of all Proposals submitted by the Proposer. A subsidiary or affiliate of a prime Proposer may also be included as a subcontractor in another Proposer's Proposal.

5.11 COSTS INCURRED IN RESPONDING

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

5.12 PROHIBITION OF GRATUITIES

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

5.13 INDEPENDENT PRICE DETERMINATION

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

5.14 PERFORMANCE BOND

A Performance Bond is not required for this project.

5.16 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

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

5.17 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Proposers submitting Proposals to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Sections 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

SECTION 6 – SPECIAL INSTRUCTIONS – PROPOSAL FORMAT & CONTENT

6.0 PROPOSAL SUBMISSION

By submitting a Proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All Proposals and associated forms must be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer must fully acquaint itself with the conditions relating to the performance of services under the conditions of this RFP.

All Proposal prices are to be submitted on the forms provided in this RFP. All Proposal prices must remain firm for 180 days from date of Proposal Opening.

All Proposals and related documents submitted in response to this RFP shall become the property of the state.

6.1 MAIL OR DELIVER PROPOSALS TO: (Do Not Fax or E-Mail)

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: ReGina Fields
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

6.2 PRELIMINARY ADMINISTRATIVE REVIEW

The absence of any of these documents may result in a determination that the Proposal is non-responsive and the Proposal may not be evaluated. The Proposal forms furnished must be used when submitting the Proposal. Forms are to be filled out in ink or typewritten. Administrative review information shall consist of the following:

TRANSMITTAL LETTER (ON COMPANY LETTERHEAD)

WORK REFERENCES: (ATTACHMENT 5)

DISCLOSURE STATEMENT: (ATTACHMENT 3)

SIGNED ADDENDUM(S), *IF APPLICABLE*

If applicable, a copy of the Certified small, minority-, women-, and service-disabled veteran business enterprise certificate from the Department of Management Services, Office of Supplier Diversity should be enclosed. Certification must be current at the time of the Proposal opening.

6.3 TRANSMITTAL LETTER

The Proposer shall provide a Transmittal Letter (on Company Letterhead) that contains the following:

- a statement confirming that the person signing the Proposal is authorized to represent the Proposer and bind the Proposer relative to all matters contained in the Proposer's Proposal
- the company's DUNS number
- the company's federal tax identification number
- a statement confirming that the Proposer has read, understands, and agrees to comply with all provisions of this RFP
- a statement confirming that the Proposer is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Proposer alternatively must confirm that authorization to do business in Florida will be secured prior to the award of the contract.
- a statement confirming that the Proposer is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Proposer must alternatively confirm that such registration authorization will be completed prior to the award of the contract.
- a statement confirming that the Proposer has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

Failure of a Proposer to provide the above may result in a non-responsive determination by the Department. Proposals found to be non-responsive will not be considered, unless the non-compliance is waived, in the Department's discretion, as a minor irregularity.

6.4 PROPOSAL FORMAT INSTRUCTIONS

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

PART I TECHNICAL PROPOSAL NUMBER RFP 2013-14

(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP 2013-14

(One Separately Sealed Package for Price)

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

6.4.1 Technical Proposal (Part I) (13 hard copies)

(Do not include price information in Part I)

The Proposer must submit one (1) original in hard copy, twelve (12 hard copies and two (2) in electronic format (compact disc (CD), flash drive, etc) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of the Proposal which is to be divided in to the sections described below. SECTION 6.2 PRELIMINARY ADMINISTRATIVE REVIEW documents must be included in the Technical Proposal portion of the Proposal. Since the Department will expect all Technical Proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the Technical Proposal. Technical Proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP 2013-14 ".

1. EXECUTIVE SUMMARY (One page maximum)

The Proposer shall provide an Executive Summary to be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer must limit the summary to no more than one (1) page, Times New Roman, size 11 font, with 1 inch margins.

2. PROPOSER'S QUALIFICATIONS AND EXPERIENCE (3 reference letters minimum; 2 user lists maximum)

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

The Proposer shall provide a list of Florida College System institutions that have used the Proposer's online tutoring services in the last 2 years. The Proposer shall provide an overview of the number of tutors and the credentialing requirements for tutors.

The Proposer must provide a numbered list on a single-spaced document in Times New Roman, size 11 font, with 1 inch margins.

The Proposer shall provide a list of other postsecondary institutions that have used the Proposer's online tutoring services in the last 2 years. The Proposer must provide a numbered list on a single-spaced document in Times New Roman, size 11 font, with 1 inch margins.

3. PROPOSER'S MANAGEMENT PLAN (Two pages maximum)

The Proposer shall provide a management plan which describes administration, management and key personnel.

Administration and Management

The Proposer shall include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

Key Personnel

The Proposer shall provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks shall also be indicated.

The Proposer must limit the Management Plan to no more than two (2) pages, excluding resumes.

4. PROPOSER'S TECHNICAL PLAN (Four pages maximum)

The Proposer shall provide a technical plan which explains technical approach and facility capabilities.

Technical Approach

The Proposer shall explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services. Additionally, the Proposer shall explain where significant development difficulties may be anticipated and resolved. Any specific techniques to be used shall also be addressed.

Monitoring Capabilities

The Proposer shall provide a description of the Proposer's capabilities to monitor the colleges' use of subsidized hours as they currently exist and as they will be employed for the purpose of this work.

The Proposer must limit the technical plan to no more than four (4) pages.

5. WORK PLAN (Four pages maximum)

The Proposer shall provide a Work Plan which sets forth the estimated timeline of activities to be performed by month. This work plan shall address key responsibilities of the Contractor outlined in the Scope of Services. The work plan may include information from the Proposer's management or technical plan.

The Proposer must limit the work plan to no more than four (4) pages.

6.4.2 Price Proposal (Part II) (5 hard copies)

The Proposer must submit one (1) original hard copy, four (4) hard copies, and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher. The Price Proposal information shall be submitted on the forms provided in the RFP. The Price Proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP 2013-14".

The Proposer shall provide a narrative overview of the cost and quantity of services to be offered through the grant.

The narrative must address:

The Proposer's regular rate of online tutoring services, per hour.

The Proposer's proposal for the cost of the subsidy, per hour.

The Proposer's grant subsidized rate, per hour. This is the amount the college will pay for an hour of online tutoring. (Calculation: Regular rate – cost of subsidy).

The Proposer's number of hours that will be subsidized through the grant. (Calculation: Grant amount/Cost of subsidy).

The number of hours directly subsidized by the Proposer. (Optional)

The total number of subsidized hours. (Calculation: Number of hours subsidized through grant + Number of hours subsidized through Proposer).

Example*:

Contractor offers online tutoring at a regular rate of \$ 30 per hour. The Department will subsidize the hourly rate at \$6 per hour. Therefore, the grant subsidized rate – or the amount the college will pay – is \$24 per hour. The number of hours subsidized through the grant will be 16,667. The Contractor will subsidize 3,333 hours, bringing the total number of subsidized hours to 20,000.

*Note: these figures are for illustrative purposes ONLY and neither reflect expectations of the Proposer's Proposal nor actual numbers. Proposers must tailor responses based on their regular rates and projections.

The Proposer must limit the subsidy narrative to no more than one (1) page.

Presenting the Proposal

Unless otherwise stated, the Proposer shall complete these sections on a single-spaced document in Times New Roman, size 11 font, with 1 inch margins. The Proposal shall contain a table of contents, and have separate parts, each clearly labeled including page numbers. The information to be contained in each part is described in the above sections. The absence of information or the organization of information in a manner inconsistent with the requirements of this RFP may result in the rejection of the Proposal. Bindings and covers will be at the Proposer's discretion; however, elaborate notebooks/hard back binders are discouraged.

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

The overall response must be written in a concise manner, which is conducive to effective evaluation and product selection.

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

SECTION 7 – SCOPE OF SERVICES

7.0 SCOPE OF SERVICES

The Department will provide funding to the Contractor in the amount of \$100,000.00 for the purpose of subsidizing online tutoring hours. Florida College System institutions may purchase hours of service from Contractor individually using their own purchasing systems, but will be allowed to purchase the hours at a reduced rate ("subsidized hours"). Contractor will receive the funds upon completion and acceptance of deliverable. If funds are

depleted before the end of the contract period, colleges must use the Contractor's regular rate to purchase additional hours.

A. Responsibilities of Contractor:

1. Designate a Contract Manager to provide oversight and manage all aspects of the Contract.
2. Notify each Florida College System institution, within 30 days of the receipt of award notification, of the discounted rate and that the agreed upon number of online tutoring service hours are available to be purchased at a discounted rate.
3. Facilitate the process with Florida College System institutions in the acquisition of subsidized online tutoring hours.
4. Deliver online tutoring at a reduced cost per hour of service.
5. Provide technical assistance, as necessary, to Florida College System institutions in the deployment of subsidized online tutoring hours.
6. Manage and provide oversight of all financial transactions between the Department and Contractor.
7. Submit quarterly progress and status reports to the Department as to the timelines, activities, performance and outcomes of the project no later than 20 business days after the end of each quarter. A final report will be submitted to the Department no later than August 31, 2013.
8. Monitor the purchase of the subsidized hours by the Florida College System institutions.
9. Coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
 - a. Monitoring the activities of the Contract;
 - b. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - c. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate; and
 - d. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee.

B. Audit Requirements

- a. Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five years from the date any audit report is issued, and shall allow the Department or its designee, Comptroller, or the State Auditor General access to such records upon request.
- b. Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Contract.
- c. Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel, other personnel duly authorized by the Department, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer. These records shall be available at all reasonable times for inspection, review, monitoring or audit by state personnel. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., ET, Monday through Friday.
- d. Contractor will comply with the requirements of the Federal Single Audit Act and/or the Florida Single Audit Act, as applicable.

C. Other Terms and Conditions

- a. Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- b. In the event any provision contained in the Contract is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of the Contract shall not be affected or impaired thereby, and shall be administered by the parties as if the invalid provision had never been included herein.
- c. The Department may unilaterally cancel this Contract if Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, Florida Statutes ("F.S."), and are not exempt from public inspection by s. 119.07(3), F.S., or by other provisions of general or special law.
- d. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

7.1 DELIVERABLES

- A. Notify all Florida College System institutions of the subsidized price in appropriately approved methods of contact within 30 days of contract execution. Evidence of Completion: copies of email messages or letters, phone logs, advertisements, etc. Evidence must correspond to the method of notification (e.g., if the notification was via email, Contractor shall include copies of the emails disseminated)
- B. Identify, monitor, and report the purchase, receipt, and use by the Florida College System institutions of the subsidized online tutoring hours. Evidence of Completion: receipts or invoices (that show hours used, by institution, and associated cost), log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), etc.
- C. Facilitate the process with Florida College System institutions in the acquisition of subsidized online tutoring hours. Evidence of Completion: correspondence with institutions, technical assistance guidance or documents (i.e. step-by-step guidance or instructions to purchase and disseminate hours), log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), etc. Evidence must correspond to the method of assistance.
- D. Delivered the agreed upon number of online tutoring hours of service to Florida College System institutions at a reduced cost per hour. Evidence of Completion: log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), receipts or invoices (that show hours used, by institution, and associated cost), etc.
- E. Submit quarterly progress and status reports to the Department as to the timelines, activities, performance and outcomes of the project no later than 20 business days after the end of each quarter. A final report will be submitted to the Department no later than August 31, 2013. Evidence of Completion: approved reports containing required information (specifically timelines, activities, performance, and outcomes).
- F. Monitor the financial aspects of the online tutoring services, including invoicing, providing receipts, and submitting financial reports to the Department. Evidence of Completion: receipts or invoices (that show hours used, by institution, and associated cost), financial reports (hours used by institution and associated cost, derived from invoice information), etc.

- G. Notify all Florida College System institutions of the subsidized price in appropriate methods of contact within 30 days of receipt of award notification. Evidence of Completion: copies of email messages or letters, phone logs, advertisements, etc. Evidence must correspond to the method of notification.

7.2 FINANCIAL CONSEQUENCES

The contract manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities/deliverables established in the Contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the Contractor will not receive payment until the deliverable has been satisfactorily completed. If it is determined that the Contractor cannot complete the deliverable to the satisfaction of the Department the Department may terminate the Contract. In addition, delays in providing completed deliverables will subject the Contractor to damages as provided in Attachment 6 Standard Terms and Conditions.

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 PROPOSAL OPENING

TECHNICAL PROPOSALS WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 SCHEDULE OF EVENTS.

PRICE PROPOSALS (which have corresponding responsive Technical Proposals) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 SCHEDULE OF EVENTS at 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 EVALUATION PROCESS

An Evaluation Committee, hereinafter referred to as the "Committee", will be established to review and evaluate each Proposal submitted in response to this RFP. However, Proposals rejected due to non-compliance with terms and conditions of this RFP will not be evaluated. The Committee will be comprised of at least three persons with knowledge, background, experience, and/or professional credentials in relative service areas.

Each member of the Committee will be provided a copy of each Technical Proposal. Proposals will be evaluated on the criteria established in the section below entitled "Criteria for Evaluation" in order to assure that Proposals are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein and the Bureau of Contracts, Grants and Procurement Management Services will complete a technical summary. Proposing firms must attain a score of seventy-five (75) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than 75 points for their Technical Proposal score, the Price Proposal will not be opened.

The Bureau of Contracts, Grants and Procurement Management Services will open Price Proposals in accordance with Section 8.0, Proposal Openings. The Bureau of Contracts, Grants and Procurement Management Services and/or the Project Manager/Committee will review and evaluate the Price Proposals and prepare a summary of its price evaluation. Points will be assigned based on price evaluation criteria identified herein.

During the process of evaluation, the Bureau of Contracts, Grants and Procurement Management Services will conduct examinations of Proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

8.1.1 Seeking Clarification

The Department reserves the right to seek clarification on any Proposals submitted. Information requested and received will be evaluated by the Committee based on the criteria established in SECTION 6.4.1 above. During this stage Proposers will be asked to provide any clarifications needed by the Evaluation Committee to assist in evaluating their Proposal. Information received in this stage will be added to the Proposer's Proposal and evaluated as a part of the appropriate section above.

8.1.2 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (90 Points)

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Qualifications and Experience, Management Plan, Technical Plan, and Work Plan for understanding of project, qualifications, approach and capabilities, to assure a quality product.

The following point system is established for scoring the Proposals:

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

A) Executive Summary	N/A
B) Qualifications and Experience	25 points
B) Management Plan	15 points
C) Technical Plan	30 points
D) Work Plan	<u>20 points</u>
Total	90 points
F) Price	<u>10 points</u>
Total	10 points

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

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Price/Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

The total maximum number of points that can be earned in the evaluation process is 100 points.

The contract shall be awarded to the responsible and responsive vendor whose Proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in this RFP.

8.2 POSTING OF PROPOSAL TABULATION

The Proposal Tabulation will be posted at the Florida Department of Education, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the Florida Vendor Bid System at <http://fcn.state.fl.us/owa/vbs/owa/vbs/www.search.criteria.form> as specified in SECTION 3.4 SCHEDULE OF EVENTS, and will remain posted for a period of seventy-two (72) hours.

**ATTACHMENT '1'
PROPOSER'S PRICE SHEET**

We propose to provide the services being solicited within the specifications of RFP 2013-14. All work shall be performed in accordance with this RFP, which has been reviewed and understood. The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified. There shall be no additional costs charged for work performed under this RFP. *

Grant Amount	Regular rate, per hour	Cost of subsidy, per Hour	Grant subsidized rate (i.e. what the college will pay), per hour	Number of Hours Subsidized through Grant	Number of Hours Subsidized through Contractor (optional)	Total Number of Subsidized Hours
\$100,000.00						

SEE DELIVERABLE "D" BELOW

DELIVERABLE	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
A. Notify all Florida College System institutions of the subsidized price in appropriately approved methods of contact within 30 days of contract execution. Evidence of Completion: copies of email messages or letters, phone logs, advertisements, etc. Evidence must correspond to the method of notification (e.g., if the notification was via email, Contractor shall include copies of the emails disseminated.	Copies of email messages or letters, phone logs, advertisements, etc.		\$
B. Identify, monitor, and report the purchase, receipt, and use by the Florida College System institutions of the subsidized online tutoring hours. Evidence of Completion: receipts or invoices (that show hours used, by institution, and associated cost), log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), etc.	Template for receipts, template for log of hours used by institutions, etc.		\$
C. Facilitate the process with Florida College System institutions in the acquisition of subsidized online tutoring hours. Evidence of Completion: correspondence with institutions, technical assistance guidance or documents (i.e. step-by-step guidance or instructions to purchase and disseminate hours), log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), etc. Evidence must correspond to the method of assistance.	Correspondence with institutions, technical assistance guidance or documents, log of hours used by institutions, etc.		\$
D. Delivered the agreed upon number of online tutoring hours of service to Florida College System institutions at a reduced cost per hour. Evidence of Completion: log of hours used by institutions (in table format: column A shows institution and Column B shows Hours used), receipts or invoices (that show hours used, by institution, and associated cost), etc.	Log of hours used by each institution, copies of invoices to institutions.	TO BE PAID QUARTERLY	PROVIDE PRICING INFORMATION IN ABOVE TABLE

**ATTACHMENT '1'
PROPOSER'S PRICE SHEET**

<p>E. Submit quarterly progress and status reports to the Department as to the timelines, activities, performance and outcomes of the project no later than 20 business days after the end of each quarter. A final report will be submitted to the Department no later than August 31, 2013. Evidence of Completion: approved reports containing required information (specifically timelines, activities, performance, and outcomes).</p>	<p>Approved reports containing required information</p>		<p align="right">\$</p>
<p>F. Monitor the financial aspects of the online tutoring services, including invoicing, providing receipts, and submitting financial reports to the Department. Evidence of Completion: receipts or invoices (that show hours used, by institution, and associated cost) , financial reports (hours used by institution and associated cost, derived from invoice information), etc.</p>	<p>Template for invoices, template for receipts, template for financial reports, etc.</p>		<p align="right">\$</p>
<p>G. Notify all Florida College System institutions of the subsidized price in appropriate methods of contact within 30 days of receipt of award notification. Evidence of Completion: copies of email messages or letters, phone logs, advertisements, etc. Evidence must correspond to the method of notification.</p>	<p>Copies of email messages or letters, phone logs, advertisements, etc.</p>		
TOTAL			<p align="right">\$</p>

GRAND TOTAL COST \$ *

*POINTS AWARDED WILL BE BASED ON THIS PRICE

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

ATTACHMENT '2'

DRUG-FREE WORKPLACE

(will be considered in case of identical tie Proposals)

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

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

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

Vendor's

Signature

ATTACHMENT '3'

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

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

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

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

(1) _____
Signature

Signature

Signature

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

COMPANY OR CORPORATION

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

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

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

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

(Company) (Corporation)

(2) _____
Signature

Title

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

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

ATTACHMENT '4'

STATE OF FLORIDA DEPARTMENT OF EDUCATION

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

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

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

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

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

Total Amount \$ _____

Certified True and Correct by:

Submit

Report to:

Prime Contractor

Mrs.

Gwendolyn York
Bureau of Contracts, Grants and
Procurement Management Services
25 West Gaines Street
332 Turlington Bldg
Tallahassee, FL 32399-0400

Title

3

Date

Ta

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

ATTACHMENT '5'

REFERENCES for _____
RESPONDENT NAME

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

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

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

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

ATTACHMENT '6'

STATE OF FLORIDA DEPARTMENT OF EDUCATION CONTRACT STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- III. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- IV. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- V. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VI. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, the Department will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the Department's obligations hereunder. If the Department

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

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

- XVII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XVIII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XIX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XX. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXI. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIII. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXIV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXV. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVI. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXVIII. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXIX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXX. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXI. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-02, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Contractor to perform employment duties within Florida; and, (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract.
- XXXIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXIV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
 - B. MyFloridaMarketplace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2010), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

ATTACHMENT '7'
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Education to (entity) for Contract (number) may be subject to audits and/or monitoring by the Florida Department of Education as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Department of Education staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Florida Department of Education. In the event the Florida Department of Education determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Florida Department of Education staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Florida and/or U.S. Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this agreement indicates Federal resources awarded through the Florida Department of Education by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Florida Department of Education. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- B. In connection with the audit requirements addressed in Part I, paragraph A, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities.)
- D. OMB Circular A-133 is available by selecting Circular A-133 at the Office of Management and Budget's website www.whitehouse.gov/omb/circulars.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

- A. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and Chapter 691.5 Department of Financial Services, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Florida Department of Education by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Education, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities.)
- D. The following websites contain information useful in understanding and complying with the Florida Single Audit Act:

Directory to State Government at <http://www.myflorida.com/directory/>

Florida Department of Financial Services <https://apps.fldfs.com/fsaa/>

Auditor General <http://www.state.fl.us/audgen/index.htm> and <http://www.state.fl.us/audgen/pages/rules.htm>

Current Florida Statutes <http://www.leg.state.fl.us/Statutes/index.cfm?Tab=statutes&submenu=1>

PART III: REPORT SUBMISSION

- A. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a. The Florida Department of Education at each of the following addresses:

Department of Education
Audit Resolution & Monitoring
Room 554 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Or via electronic mail to Alricky.Smith@fldoe.org

Contract Manager
Department address(es) (i.e., office[s] responsible for program oversight)

- b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised. On line submission ONLY now required. Online submission at:

<http://harvester.census.gov/fac/index/html>

- c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- B. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Florida Department of Education for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of Education
Audit Resolution & Monitoring
Room 554 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Or via electronic mail to Alricky.Smith@fldoe.org

Contract Manager
Department address(es) (i.e., office[s] responsible for program oversight)

- C. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Florida Department of Education at each of the following addresses:

Department of Education
Audit Resolution & Monitoring
Room 554 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Or via electronic mail to Alricky.Smith@fldoe.org

Contract Manager
Department address(es) (i.e., office[s] responsible for program oversight)

1 paper copy and one electronic copy

- b. The Auditor General's Office requires online submission at <http://www.myflorida.com/audgen/pages/localgovt.htm>. Follow submission instructions based on entity type.

- D. Any reports, management letter, or other information required to be submitted to the Florida Department of Education pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- E. Recipients, when submitting financial reporting packages to the Florida Department of Education for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

- A. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Florida Department of Education, or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Department of Education, or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Florida Department of Education *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

Federal retention Requirement – 3 years (OMB-A133 Section .320[g] as revised)

- 1 copy of data collection form
- 1 copy of Reporting Package

State retention Requirement – 5 years (Department of State, Division of Library and Information Services, Bureau of Archives and Records Management)

- 1 copy of Reporting Package

EXHIBIT – 1

Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

I. FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: Do the resources awarded to the recipient represent more than one Federal program?

YES _____ NO _____

If YES, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program *(list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)*

Program 1

Agency _____
 CFDA title _____
 CFDA # _____
 Amount _____

Program 2

Agency _____
CFDA title _____
CFDA # _____
Amount _____

Program 3

Agency _____
CFDA title _____
CFDA # _____
Amount _____

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Do the resources awarded to the recipient represent more than one Federal program?

YES _____ NO _____

If YES, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

Recipient must comply with the following specific laws, rules, or regulations:

a. *First applicable law, rule, or regulation:*

b. *Second applicable law, rule, or regulation:*

c. *Other:*

NOTE: Attach copies of laws, rules, or regulations listed above.

III. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: Do the resources awarded to the recipient for matching represent more than one Federal program?

YES _____ NO _____

If YES, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

Program 1

Agency _____
CFDA title _____
CFDA # _____
Amount _____

Program 2

Agency _____
CFDA title _____
CFDA # _____
Amount _____

Program 3

Agency _____
CFDA title _____
CFDA # _____
Amount _____

B. SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: Do the resources awarded to the recipient represent more than one State project?

YES _____ NO _____

If YES, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ (amount)

Project 1

Agency _____
CSFA title _____
CSFA # _____
Amount _____

Project 2

Agency _____
CSFA title _____
CSFA # _____
Amount _____

Project 3

Agency _____
CSFA title _____
CSFA # _____
Amount _____

IV. COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State projects: Recipient must comply with the following specific laws, rules, or regulations:

a. *First applicable law, rule, or regulation:*

b. *Second applicable law, rule, or regulation:*

c. *Etc:*

NOTE: Attach copies of laws, rules, or regulations listed above.

PROPOSAL CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH THE PROPOSAL)

This Checklist is provided as a guideline only, to assist Vendors in the preparation of their Proposal. Included are some important matters that the Proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- 1. The Scope of Services has been thoroughly reviewed for compliance to the Proposal requirements.
- 2. The www.myflorida.com website has been checked and any Addenda posted have been completed, signed, and included in the Proposal.
- 3. The Price Proposal has been reviewed for accuracy and all price corrections have been initialed in ink.
- 4. The "Transmittal Letter" (on Company Letterhead) has been completed, signed, and enclosed in the Proposal.
- 5. The "Work References" form has been completed, and enclosed in the Proposal.
- 6. The "Disclosure Statement" has been read, completed, and enclosed in the Proposal.
- 7. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the Proposal, if applicable
- 8. The "Minority Business Enterprise (MBE) Certification" attached, if applicable
- 9. On the Lower Left Hand Corner of the Envelope transmitting the Proposal, write in the following information:

Proposal No.: RFP 2013-14

Title: PROVIDE ONLINE TUTORING SERVICES TO FLORIDA COLLEGE SYSTEM INSTITUTIONS

Due Date & Time: JANUARY 30, 2013 BY 2:30 P.M.