

Cover Sheet

State of Florida Department of State

Request for Proposal

PROPOSAL NO.: RFP 08/14-08 Rebid

TITLE: Department Leadership Program

RELEASE DATE: October 1, 2014 @ 3:00 P.M. EASTERN TIME (ET)

THIS COVER SHEET MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL TO ACKNOWLEDGE AND AFFIRM AGREEMENT TO ALL OF THE STATEMENTS AND TERMS & CONDITIONS CONTAINED IN THIS SOLICITATION. THE AUTHORIZED COMPANY REPRESENTATIVE MANUALLY SIGNING THIS COVER SHEET WARRANTS THAT THEY ARE DULY AUTHORIZED TO COMMIT ON BEHALF OF THEIR COMPANY TO CONTRACTUAL OBLIGATIONS AND PRICING.

COMPANY NAME _____

FEID #: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____ FAX NUMBER: () _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE (MANUAL)

DATED

AUTHORIZED SIGNATURE (TYPED), TITLE

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SECTION 1 – INTRODUCTORY MATERIALS

1.0 **Definitions**

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Bid/Response**: The complete response of the Respondent to the RFP, including properly completed forms and supporting documentation.
2. **Bidder/Respondent**: Means a potential Vendor/Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent’s team who submits a response to this solicitation.
3. **Contract**: The agreement entered into between the Department and the successful Respondent after completion of the Request for Proposal process.
4. **Cultural heritage organization**: Cultural heritage organizations include libraries, museums, archives, community cultural and arts centers, and ethnic and cultural awareness organizations.
5. **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.
6. **Department**: The Florida Department of State. (DOS)
7. **VBS**: Florida Vendor Bid System

1.1 **Background**

The Department of State is one of the Governor’s agencies within Florida government. The Department is made up of six Divisions: Administrative Services, Corporations, Cultural Affairs, Elections, Historical Resources, and Library and Information Services. The Department began a pilot Leadership Program for three of the six Divisions in the Fall of 2013. The Program is modeled after the Sunshine State Library Leadership Institute. In the pilot year of the Program the Divisions participating were Cultural Affairs, Historical Resources, and Library and Information Services. The pilot year was also referred to as the OCHIP Leadership Program. In January 2015 the Department would like to incorporate all of the Divisions in the Leadership Program.

The Department’s Leadership Program seeks to:

- Encourage and enable idea and resource sharing across Divisions.
- Create opportunities for cross-Division collaborations.
- Build and sustain positive relationships within and across the Divisions.
- Expand understanding of the Divisions and the Department.
- Develop leadership skills rooted in research-based concepts and translated for practical application.
- Enhance readiness for new career challenges.

1.2 **Intent**

The Department intends to hire a facilitator and presenter for the DOS Leadership Program. The facilitator will be responsible for assisting with the application development and review process, developing the curriculum, guiding the participants through the Program and maintaining contact with the Department’s Senior Management and Division Directors. The Program and the developed

curriculum will be inclusive of the various professions represented by Department staff.

The Program will be structured as follows:

- Planning meeting date to be determined in coordination with the selected vendor. The meeting should be held prior to November 26, 2014. The length of the meeting will be set with the selected vendor. The meeting will not exceed six hours.
- Monthly full day sessions each on a separate topic building into a cohesive program. These sessions will be held monthly in January, February, March, April, May, June, August, September, October and November 2015. The actual dates are to be determined in coordination with the selected vendor. The November session will be a graduation celebration.
- Evaluation meeting date to be determined in coordination with the selected vendor. The session will be held after the Program is complete. The length of the meeting will be set with the selected vendor. The meeting will not exceed six hours.

The Program attendees will be selected from applications submitted by interested Department staff. The total number of Program participants will not exceed 25. A minimum number of participants has not been set. The expectation is that participants will attend all 10 sessions. Each session lasts a full day, 9 a.m. to 4:30 p.m.

Specific requirements are indicated in SECTION 3 – TECHNICAL SPECIFICATIONS

Respondents are responsible for thoroughly reviewing the specifications of this Request for Proposal.

1.3 Contract Term

The contract shall be in effect from the date of execution through December 31, 2015, unless terminated earlier by the Florida Department of State. If at any time, the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the current vendor, the current vendor has the affirmative obligation to assist in a smooth transition of contract services to the subsequent vendor.

The resulting contract may not be renewed.

The contract term straddles two (2) fiscal years therefore the Department will issue two purchase orders. One from the date of execution through June 30, 2015. The second will cover July 1, 2015 through December 31, 2015.

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1.4 Solicitation Timeline

Listed below are important dates/times during which actions must be taken or completed. If the Department finds it necessary to update any of the dates/times noted, it will be accomplished by an Addendum to the solicitation. All times listed below are Tallahassee, Florida local time.

Notwithstanding Section 3 of the “State of Florida PUR 1001 (10/06) General Instructions to Bidders”, the Department of State does not accept Electronic Submission of Responses.

DATE	TIME	EVENT
October 1, 2014	3:00 p.m.	Release of Solicitation
October 7, 2014	3:00 p.m.	Questions Due
October 9, 2014	3:00 p.m.	Anticipated Date Answers to Questions are posted on the Vendor Bid System
October 15, 2014	3:00 p.m.	Proposals Due/Opening Proposals received after this date and time will not be considered
October 23, 2014	3:00 p.m.	Anticipated Posting of Intended Award on Vendor Bid System
October 30, 2014		Anticipated Effective Contract Start Date

1.5 Procurement Officer

The Procurement Officer is the Department’s contracting personnel and the primary contact for this solicitation

Vonda Murray, Purchasing Director
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250
Phone # 850-245-6590
Procurement Officer’s Fax #850-245-6583
Vonda.Murray@dos.myflorida.com

The Procurement Officer designates *Purnima Arora* as an alternate Procurement Officer when *Vonda Murray* is unavailable. Phone: 850-245-6593 email: Purnima.arora@dos.myflorida.com

SECTION 2 – SPECIAL INSTRUCTIONS TO RESPONDENTS

2.0 **General Instructions to Respondent (PUR 1001 10/06)**

The “State of Florida PUR 1001 (10/06) General Instructions to Bidders” which is attached to this RFP, contains instructions explaining the solicitation process and the actions necessary to respond. The Department may attach additional information specific to each particular solicitation commonly referred to as “Special Instructions to Respondents.” In the event of any conflict between Form PUR 1001 and additional Department instructions, the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

Inapplicable Provisions of PUR 1001 General Instructions for Respondents

The following are not applicable:

- A. Section 3. Electronic Submission of Responses
Responses shall be submitted in accordance with Section 4 of this solicitation.
- B. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 of this solicitation.

2.1 **Amendments to the Solicitation Documents**

The Department will post amendments or answer(s) to written questions on the Vendor Bid System. Select “Department of State” in the “Agency” drop down box to search for amendments or questions. An Amendment Acknowledgment Form will be provided with all amendments posted on the Vendor Bid System. The Amendment Acknowledgment Form shall be signed by an authorized company representative, dated, and returned with the proposal. Each Respondent is responsible for monitoring the VBS for new or changing information.

2.2 **Questions**

Respondents shall address any questions regarding this solicitation, in writing, to the Procurement Officer identified in Section 1.5. The Department will post answers to questions on the VBS as noted in Section 1.4 - Solicitation Timeline.

Questions will only be accepted if submitted in writing; reference PUR 1001 Section 5 for additional information. (See PUR 1001 - General Instructions to Respondents, Section 21, Limitation on Vendor Contact with Agency during Solicitation Period.)

2.3 **Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any State employee. Only those communications that are in writing from the Department’s Procurement Officer identified in Section 1.5 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Respondents will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

2.4 Alternate Replies

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any response may result in the response being deemed non-responsive to the solicitation.

2.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact the Purchasing Officer at 850-245-6581 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

2.6 Business Registration Requirement

Under the provisions of Title 36, Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract, incorporate, or other applicable business registration must be accomplished prior to the initial posting indicating intent to award a contract to that vendor. Failure to be registered will be cause for disqualification. Contact the Division of Corporations at (850) 245-6900.

2.7 MyFloridaMarketPlace Registration

Respondents desiring to sell commodities or contractual services to the State of Florida are required by Rule 60A-1.030, Florida Administrative Code, to register in MyFloridaMarketPlace. Also see, State of Florida PUR 1000 General Contract Conditions. The registration process requires the Vendor to electronically register a valid W-9 with the Department of Financial Services (DFS) at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. Respondent must be registered on the MyFloridaMarketPlace website prior to posting of the intent to award the contract.

2.8 Certification of Drug-Free Workplace Program

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

In the event that the Department receives identical proposals from two or more responsive Respondents with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

2.9 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, women and service-disabled veteran owned business enterprises in the State of Florida. Participation of a diverse group of vendors doing business with the State is central to our effort. To this end, it is vital that small, minority, women and service-disabled veteran

owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small, minority, women and service-disabled veteran owned businesses are strongly encouraged to submit replies to this solicitation. A copy of your certification should be included with the proposal.

2.10 Office of Supplier Diversity

The Office of Supplier Diversity has standing to protest, pursuant to Section 287.09451, F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding respondent has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low respondent with no participation may be deemed not in "good faith."

2.11 Respondent's Insurance Requirements

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon execution of the contract, the Contractor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

The Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

2.12 Conflicts of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

2.13 Licenses, Permits, Other Charges

The successful respondent shall pay for any and all licenses, permits, other charges and taxes required for this contract, and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this contract.

2.14 Employment Eligibility Verification - E-Verify

Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term.

Only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization may perform work on this contract. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it's the best way employers can ensure a legal workforce.

2.15 Price Information Sheet(s) Instructions

The Respondent shall return Attachment A – Price Information Sheet with its response to this solicitation. Attachment A – Price Information Sheet shall identify the Name of the Respondent, Name of Organization, Date, and shall bear the Signature of a Business/Corporate Representative authorized to submit the prices bid for the contract. By submitting a response under this solicitation, each Respondent warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations or challenges shall render the proposal non-responsive.

- A. The Respondent shall price all items on Attachment A - Price Information Sheet. Any "*PRICE INFORMATION SHEET(S)*" that is/are incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive by the Department.
- B. The Respondent shall sign the completed Attachment A - Price Information Sheet.
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet(s) calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent.

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SECTION 3 - TECHNICAL SPECIFICATIONS

3.0 **Qualifications**

It is required that the successful vendor and/or its key officers and staff have a proven track record of leading multi-day multi-topic sessions culminating in a comprehensive Leadership Program. The successful vendor will have had experience in providing management and leadership consultations with various types of organizations throughout North America.

Preference will be given to a vendor that has provided such Leadership training to cultural heritage organizations. Cultural heritage organizations include libraries, museums, archives, community cultural and arts centers, and ethnic and cultural awareness organizations.

3.1 **Scope of Services (Included in the Annual Budget)**

1. Assist the Department in developing the DOS Leadership Program. This will include a meeting with Department Senior Management and Division Directors in Tallahassee.
2. Assist with the participant application development and applicant review process.
3. Design the curriculum including session materials for ten one-day face-to-face sessions. Session materials will be provided to the Contract Manager no less than three weeks prior to the scheduled session.
4. Maintain contact with Department staff in facilitating the overall DOS Leadership Program including quarterly conference calls with the Department's executive staff.
5. Maintain contact with the Leadership participants to provide support as needed between sessions.
6. Facilitate the ten one-day face-to-face sessions in Tallahassee.
7. Participate in the DOS Leadership Program graduation ceremony.
8. Assist the Department in evaluating the DOS Leadership Program.

3.2 **Deliverables**

1. Facilitate planning meeting for DOS Leadership Program.
2. Develop curriculum including session materials and facilitate each session of the DOS Leadership Program.
3. Facilitate evaluation meeting for DOS Leadership Program.

3.3 **Budget**

The anticipated budget for this contract is not to exceed \$60,000 including all costs for services, travel and the contracted fee. This estimated figure is given only as a guideline for preparing a response and should not be construed as representing actual figures under the contract.

The Department will provide the meeting space as well as any items needed for the facilitation of the sessions such as flip charts, markers, name tags, etc. Department staff will coordinate lunches for the participants and facilitator(s).

3.4 **Task Completion Evidence**

Contractor shall maintain documentation to evidence completion of all tasks related to the performance of the work.

3.5 Financial Consequences

The Department's contract manager shall review Contractor services as completed. If Contractor fails to perform specified tasks in accordance with the specifications, the Contract Manager shall not authorize payment.

3.6 Payment Schedule

Payments shall be made to the Contractor as services are rendered and invoiced by the Contractor. Invoices should be submitted based on deliverables and in accordance with the items on Attachment A.

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SECTION 4 - PROCUREMENT RULES AND INFORMATION

4.0 **Pre-Proposal Conference or Site Visit**

A Pre-Proposal conference or Site Visit is not required for this solicitation.

4.1 **Proposal Response**

Notwithstanding Section 3 of the “State of Florida PUR 1001 (10/06) General Instructions to Bidders”, the Department of State does not accept Electronic Submission of Bids.

By submitting a Proposal Response, the Respondent represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services/commodities to be provided. Each Respondent must fully acquaint itself with the conditions relating to performance requirements under this RFP.

Each proposal shall be prepared simply and economically, following the instructions contained herein. Note: Fancy binding of proposals, colored displays in proposals, and promotional material are not desired. There is no intent to limit the content of the response and additional information deemed appropriate by the Respondent may be included. However, cluttering the proposal with irrelevant material makes the review more difficult.

All Proposal Responses and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. All Proposal Responses and related documents submitted in response to this RFP shall become the property of the State of Florida.

Proposals received after the date and time set for submission shall not be considered.

All Responses shall be submitted in a sealed envelope addressed to:

Florida Department of State
Purchasing Office
Attn: Vonda Murray
500 S. Bronough Street, Room 428
Tallahassee, FL 32399-0250

THE PROCUREMENT OFFICER IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES WHICH ARE NOT PROPERLY MARKED.

4.2 **Proposal Conditions**

No conditions may be applied to any aspect of the RFP by the prospective Respondent. Any conditions placed on any aspect of the Proposal documents by the prospective Respondent may result in the Proposal Response being rejected as a non-responsive. The only recognized changes to the RFP prior to the opening will be written amendments issued by the Department.

4.3 Proposal Opening

Each Proposal Response shall be dated and time-stamped by the Department as received. Any Proposal Response received after the specified deadline for Proposal acceptance, shall be rejected and returned unopened to the Respondent.

A public proposal opening will be conducted at the time and date specified in the “Solicitation Timeline” (*SECTION 1.4*) in the Purchasing Office located at R.A. Gray Building, 500 S. Bronough Street, Room 428, Tallahassee, Florida, 32399-0250.

It is recommended that all proposals be hand delivered or sent via certified mail or overnight courier to ensure timely delivery.

- Hand Delivered Proposals - If you intend to hand deliver your proposal at the time of the proposal opening, allow sufficient time to gain access to the secured R.A. Gray Building and go to Room 428 and have your proposal date stamped prior to the proposal due time. Purchasing personnel will deliver all proposals to the Purchasing Office conference room located in Room 428 at the time scheduled for the proposal opening.
- Courier/Certified Mail Delivered Proposals – Verify with the delivery agent that the proposal was delivered prior to the proposal due time.

After the public proposal opening, the name(s) of all Respondents submitting proposals shall be made available to interested parties upon request to the Procurement Officer listed in *SECTION 1.5 – Procurement Officer*.

4.4 Proposal Preparation Cost

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

4.5 Right to Reject Proposal

The Department reserves the right to reject any or all proposals failing to meet mandatory responsiveness requirements, or containing material deviations and to reject the proposal of any Respondent not in a position to provide the required commodity and/or contractual service.

Additionally, the Department reserves the right to reject any and all proposals and to re-solicit if in the best interest of the Department.

4.6 Rules for Response Withdrawal

A Respondent may withdraw a Response by written notice to the Department on or before the deadline specified for the receipt of Response in the Solicitation Timeline of this Solicitation. Such written notice is to be submitted to the Procurement Officer at the address specified.

4.7 Changes to Response

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department of State Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically prohibits modification of a proposal after proposals are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the written approval of the Purchasing

Office prior to the proposal opening date.

4.8 Proposal Disposal

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

4.9 Material Deviations

The Department has established certain requirements with respect to proposals to be submitted by Respondents. The use of *shall*, *must*, or *will* (except to indicate simple futurity) in this Request for Proposal indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this Request for Proposal requirements, provides an advantage to one Respondent over other Respondents, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department or otherwise adversely impact the Department's interest. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

4.10 Minor Irregularities

A minor irregularity is a variation from RFP terms which does not affect the price of the proposal or give the Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of the Department. The Department reserves the right to waive any minor irregularities and correct computational errors in price extensions.

4.11 Mandatory Responsiveness Requirements

Mandatory responsiveness requirements are terms, conditions or requirements that must be met by the respondent to be responsive to this Request for Proposal. Failure to meet these mandatory requirements will cause rejection of a proposal

4.12 Bid Submission Requirements

The following terms, conditions, or requirements must be met by the Respondent to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements may cause rejection of a bid.

1. Responses must be received by the Response Opening date/time indicated in the Solicitation Timeline - Section 1.4.
2. All Proposal Responses submitted shall be marked as follows:
Name of Respondent:
Request for Proposal Number: - RFP 08/14-08 Rebid
Proposal Opening Time and Date – October 15, 2014, 3:00PM
3. The Respondent shall submit **one (1) signed original proposal response** and five (5) copies which shall contain all required documents.
4. It is mandatory that the Respondent print and sign the **REQUEST FOR PROPOSAL COVER SHEET** with the Response.

5. The **PRICE INFORMATION SHEET – ATTACHMENT A** must be completed and signed by a representative who is authorized to contractually bind the Respondent. Any “**PRICE INFORMATION SHEET(S)**” that is/are incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail.
6. The Respondent must provide the name, title, phone number, fax number, and both the physical and e-mail address of the official contact and an alternate. These individuals shall be available to be contacted regarding the solicitation and any resulting contract or purchase order. Please complete and include the enclosed “**ATTACHMENT -B – RESPONDENT’S CONTACT INFORMATION**” with your proposal response.
7. Completion of the Drug Free Workplace/Identical Tie Bid Form, **ATTACHMENT C - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**, is recommended, but not mandatory.
8. It is mandatory that the Respondent provide the names, addresses, telephone numbers, e-mail addresses, and other information requested on the reference sheet **ATTACHMENT D - REFERENCES** provided for three (3) references for which the Respondent has provided the same or similar products or services as those specified in this proposal within the last three (3) years. The Department reserves the right to obtain and utilize references not provided by the Respondent.
9. It is mandatory that the Respondent complete **ATTACHMENT E - “QUALIFICATIONS AND EXPERIENCE”**.
10. It is mandatory to include examples of curriculum from facilitated intensive leadership programs pursuant to Section 6.1.
11. It is mandatory that the Respondent provide a “Client List” pursuant to Section 6.0.
12. The Respondent must complete and submit each **AMENDMENT ACKNOWLEDGEMENT FORM** posted on the VBS, if applicable.

4.13 Proposal Award Determination

The Department shall review responsive replies and will award the contract to the Proposer receiving the highest ranking proposal score which is determined to be in the best interest of the Department, taking into consideration the criteria set forth in the RFP. The Evaluation Criteria is outlined in Section 6.

The Department reserves the right to accept or reject any and all proposals, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interest.

4.14 Posting of Notice of Agency Decision

In regard to any competitive solicitation, the Department shall post a public notice of agency action

when the Department has made a decision to award a contract, reject all proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Solicitation Timeline (1.4) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu and at the Department of State's Purchasing Office located in Tallahassee, Florida.

The Department shall not be obligated to pay for information obtained from or through any respondent prior to entering into a contract with the successful respondent.

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

4.15 Purchase/Contract Documentation

This purchase shall be accomplished by issuance of a purchase order through MyFloridaMarketPlace (MFMP).

4.16 Reference Checks

If any of the respondent's references indicate poor contract performance, the Department may, at its discretion, reject the respondent's proposal even if it determines that a responsive proposal in full compliance with the request for proposal specifications and conditions was submitted.

4.17 Respondent's Response/Contract

A Respondent's response to this RFP shall be considered as the respondent's formal offer. The sole agreement of the parties shall consist of a purchase order, incorporating the terms and provisions of this Request for Proposal, the respondent's response thereto, and any addenda properly issued. If there is a conflict in language, the Department's RFP will govern.

The proposed contract/purchase order document that will be utilized for the resulting agreement will include an adequate description of the service, the contract period, the method of payment and contain at a minimum, where applicable, include, but not be limited to, a provision:

(a) that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(b) that bills for any travel expenses be submitted in accordance with s. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

(c) allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).

(d) specifying a scope of work that clearly establishes all tasks the contractor is required to perform.

(e) dividing the contract into quantifiable, measurable, and verifiable units of deliverables, that must be received and accepted in writing by the contract manager before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and criteria for evaluating the successful completion of each deliverable.

(f) specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(g) specifying that the contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c) may not be renewed.

(h) specifying the financial consequences that the agency must apply if the contractor fails to perform in accordance with the contract.

(i) addressing the property rights of any intellectual property related to the contract and the specific rights of the state regarding the intellectual property if the contractor fails to provide the services or is no longer providing services.

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SECTION 5 - SPECIAL CONDITIONS

5.0 **General Contract Conditions – PUR 1000 (10/06)**

The “State of Florida PUR 1000 (10/06) General Contract Conditions” – attached to this RFP, contains terms and conditions that apply to this solicitation. It is understood and agreed that Section 5 – Special Conditions are in addition to the General Contract Conditions (PUR 1000). In the event of any conflict between Form PUR 1000 and additional Department special conditions, the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

5.1 **Compliance with Laws**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes, and Chapter 60A-1 of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination.

5.2 **Order of Precedence**

All responses are subject to the terms and conditions of the following sections of this Request for Proposal, which, unless otherwise specified, shall have the order of precedence listed:

Technical Specifications
Special Conditions
Instructions to Bidders (PUR 1001)
General Conditions (PUR 1000), and
Introductory Materials

5.3 **Contract Extensions**

There shall be only one contract extension, if necessary, provided the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor (s. 287.057(13)). Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. Extension shall be executed prior to the expiration of current contract and is effective on the last date signed.

5.4 **Breach of Contract**

In the case of breach of contract on the part of the vendor, the Department reserves the right to cancel the contract and charge the vendor for the procurement of satisfactory service or product on the open market, or other remedies available to the Department pursuant to the provisions of the Uniform Commercial Code, Chapter 672, F.S., relating to the breach of express or implied warranties, including, but not limited to, warranties of fitness for a particular purpose or use.

5.5 Damages upon Termination

The Department's exercise of the right to terminate shall not release the contractor from its obligation to pay damages incurred by the State due to any breach by contractor, including re-procurement costs, prior or subsequent to the notice of termination.

5.6 Independent Vendor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

5.7 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in, the performance of this Contract.

5.8 Invoices and Payments

The Contractor agrees to submit invoices for compensation for delivery of products in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon receipt, inspection and acceptance of product(s).

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the Department arising out of this Agreement or otherwise relating to the goods or services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment.

5.9 Financial Consequences

The Department's contract manager shall review the Contractor's Work/services as completed. If the Contractor fails to perform specified tasks in accordance with the Scope of Work the Department's contract manager shall not authorize payment.

5.10 Interest Penalties

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the State agency's responsibilities concerning penalties and time limits for payment of invoices.

5.11 Vendor Ombudsman

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 (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

5.12 Travel Expenses

No travel expenses shall be allowed under the resulting contract; unless specifically set forth herein.

5.13 Department's Contract Manager (DCM)

The Department's Contract Manager's information shall be provided upon contract execution. The DCM will receive for the Department all invoices called for in this contract and will represent the Department in the technical phases of work. However, in no event shall any understanding, agreement, contract modification, or other matter in deviation from the terms, conditions, and specifications of this contract between the vendor and a person other than the DCM be effective or binding upon the Department unless approved in writing by the DCM. The Department shall notify the vendor in the event there is any change of Department's Contract Manager.

5.14 Contractor's Contract Manager

Contractor shall provide contract supervision (when applicable) and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract documents. Contractor shall be responsible to see that the finished Work complies accurately with the contract documents. All communications given to the Contractor's contract supervisor shall be as binding as if given to the Contractor. The Department shall have the right to direct Contractor to remove and replace its supervisor, with or without cause. The successful Contractor shall provide the name, telephone number, and email address of the Contractor's contract manager assigned to the project prior to commencement of the Work. The Contractor shall notify the Department in the event there is any change of the Contractor's Contract Manager.

5.15 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

5.16 Records Audit

1. The successful Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract. Further, the successful Contractor agrees to allow the Department or the Office of the Auditor General access to all documentation and records related to this contract to conduct a financial or compliance audit at any time during the term of the contract and for five (5) years after contract termination.
2. The successful respondent agrees to include all record-keeping requirements in all sub-contracts and assignments related to this Contract.

5.17 Records Retention

All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following Contract expiration, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location. Violations will be noted and forwarded to the Department's Inspector General for review.

5.18 Accessible Electronic Information Technology

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

5.19 Performance Bond

A performance bond is not required

5.20 Cooperative Purchasing

As provided in Section 287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

5.21 Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

5.22 Intellectual Property

Unless otherwise agreed in writing, (i) intellectual property rights to preexisting property will remain with Contractor, (ii), intellectual property rights to all property created or otherwise developed by Contractor specifically for Customer will be owned by the Customer and the State of Florida. Proceeds derived from the sale, licensing, marketing or other authorization related to any such agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

5.23 Information Technology Security Requirement

Contractors, providers, and partners employed by the Department of State or acting on behalf of the Department shall comply with Rule 71A-1 of Florida Administrative Code, Department security policies, and employ adequate security measures to protect Department information, applications, data, resources, and service.

SECTION 6 – Evaluation Process

6.0 Evaluation Committee:

The Department of State intends to conduct a comprehensive, fair and impartial negotiation evaluation of replies received in response to the RFP. The evaluation will be conducted by a Committee of five (5) persons who collectively have experience and knowledge in the program areas and service requirements called for by the RFP. The names of the Committee members will not be announced prior to the state of evaluations.

The Department of State reserves the right to obtain, from sources other than the Vendor, information concerning a Vendor, the Vendor's offerings and capabilities, and the Vendor's performance, that the Department of State deems pertinent and to consider such information in evaluating the Vendor's Response. This may include, but is not limited to, the Committee(s) engaging consultant or additional experts from outside the Committee to better inform the Committee's findings.

The object of the Response is to demonstrate the vendor's qualifications and ability to provide the services required. Emphasis in each Response should be on completeness and clarity of content, thereby enabling the Florida Department of State to make a fair evaluation of the vendor and its Response.

Failure of a vendor to provide the appropriate detailed information or materials in response to each stated requirement or request for information may result in a lower score for the vendor; however, redundant or extraneous information is discouraged.

In addition to the mandatory responsiveness requirements outlined in Section 4.12, each response should contain the following information:

- **Vendor Qualifications and Experience** with facilitating intensive Leadership Programs that incorporate multiple professional areas (Attachment E).
- **Vendor Personnel Qualifications and Experience** (Attachment F)
- **Examples of Curriculum** from facilitated intensive Leadership Programs (see specifics in Section 6.1)
- A **client list** from the past five years. Emphasis should be placed on cultural heritage organization clients who contracted for leadership training. Cultural heritage organizations include libraries, museums, archives, community cultural and arts centers, and ethnic and cultural awareness organizations

6.1 Selection Criteria

A maximum of 135 points may be awarded to a proposal by each reviewer. The points awarded in each category by each reviewer will be totaled and then averaged so that each vendor has a single score. Based on the vendor's single score, the vendor issuing the proposal receiving the highest single score points will be selected. The categories for evaluation and a general statement of the criteria for each area are outlined below:

Proposed Approach **Maximum points: 40**

The proposal will be evaluated to determine the appropriateness of the approach for development of the Department's Leadership Program.

(Omitted – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)

Project Team/Experience **Maximum points: 25**

The quality of the project team will be evaluated, including relevant experience and knowledge. It is required that the project team have an established history of facilitating a similar Leadership Program.

(Omitted – 0; Poor – 6; Adequate – 13; Good – 18; Exceptional – 25)

Samples **Maximum points: 25**

Two curricula samples from two different Leadership Programs that the proposer has developed and facilitated. The proposer will include at a minimum the schedule including topics covered and at least one sample session handouts from each of the two different Programs.

(Omitted – 0; Poor – 6; Adequate – 13; Good – 18; Exceptional – 25)

Preference for experience with cultural heritage organizations **Maximum points: 10**

Preference (in the amount of 10 points) will be awarded to the proposers who have demonstrated experience working with cultural heritage organizations. Cultural heritage organizations include libraries, museums, archives, community cultural and arts centers, and ethnic and cultural awareness organizations.

(Omitted – 0; Demonstrated experience – 10)

Budget **Maximum points: 35**

The budget will be scored with thirty-five points given to proposal with lowest total price. Price points will be prorated. All others will receive a prorated share of the points. The following formula will be used to calculate price points to be awarded:

$(\text{Lowest price bid by any vendor} / \text{Price bid by vendor}) \times 35 = \text{Points awarded}$

Proposals exceeding the amount available for this project will not be considered.

6.2 References

The vendor should provide at least three references. Department of State staff may contact at least one reference for the vendor that receives the highest average score. A vendor receiving a weak reference will not be considered. The reference will be asked (at a minimum) about the vendor's ability to stay within timeline and budget.