

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

INVITATION TO NEGOTIATE REGISTRATION

COMPLETE AND RETURN THIS FORM

Reply Number: ITN 2019-63

Title: School of Hope Revolving Loan Fund

Date & Time Reply Due: January 23, 2019 3:00 PM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete this form and send **this sheet only** to the below official contact person's 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: _____

Florida Department of Education's contact person: (Winston McGriff), winston.mcgriff@fldoe.org, (850) 245-9884.

State of Florida
Department of Education

INVITATION TO NEGOTIATE
SCHOOL OF HOPE LOAN FUND

BID NUMBER: ITN 2019-63

DEADLINE FOR TECHNICAL QUESTIONS: December 12, 2018 @ 9:00 AM ET
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: January 23, 2019 @ 3:00 PM ET

MAIL OR DELIVER REPLIES 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: Winston McGriff
Phone: (850) 245-9884

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STATE OF FLORIDA
DEPARTMENT OF EDUCATION
INVITATION TO NEGOTIATE

SCHOOL OF HOPE LOAN FUND

BID NUMBER: ITN 2019-63

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

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

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

THE DEPARTMENT HAS CHOSEN TO USE THE ITN FORMAT FOR THIS PROCUREMENT BECAUSE IT WANTS VENDORS TO PROPOSE THE BEST METHOD FOR ACHIEVING THE GOAL OF THIS ITN AND SOLVING THE PROBLEM STATED HEREIN. THEREFORE, ALTHOUGH THE ITN MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS AND RESOLVE ANY ISSUES IN THE NEGOTIATION PHASE. THEREFORE, THE DEPARTMENT RESERVES THE RIGHT TO REVIEW THE ENTIRE REPLY TO DETERMINE IF IT ACHIEVES A LEVEL OF COMPETENCY WORTHY OF FURTHER NEGOTIATIONS; REGARDLESS OF WHETHER INDIVIDUAL REQUIREMENTS HAVE BEEN ADDRESSED OR NOT. HOWEVER, VENDORS THAT FAIL TO PROVIDE SIGNIFICANT PORTIONS OF THE SOLUTION OR ADDRESS SIGNIFICANT PORTIONS OF THE PROCUREMENT MAY STILL BE DEEMED NONRESPONSIVE. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR ANY REPLY CONTAINING THOSE DEVIATIONS PARTICIPATE IN THE NEGOTIATIONS. USE OF THE TERMS "SHALL," "WILL," AND "MUST" INDICATE THE DEPARTMENT'S INITIAL VIEW OF THE VALUE OF SUCH ITEMS. VENDORS HAVE THE OPPORTUNITY TO SUGGEST ALTERNATIVES IN THE ITN PROCESS, BUT THERE IS NO GUARANTEE THAT THE DEPARTMENT WILL AGREE THE DEVIATIONS ARE IN ITS BEST INTEREST OR CREATE THE BEST VALUE FOR THE STATE.

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 Respondent's

Reply. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the 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 Replies from qualified vendors to manage a fund of approximately of \$100 million that can be loaned to Hope Operators for the purpose of new construction or renovation of existing building to house a school of Hope campus. The Department intends to establish a term contract of five years, with an optional 5 year renewal, which shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to select a provider to oversee a revolving loan fund for the Department Schools of Hope program. The purpose of the revolving loan fund is to provide capital to Hope Operators in building or renovating buildings for their public charter schools. It is anticipated that around two loans of \$8 million per loan will be made per year over the life of the fund. The successful applicant ("Contractor") will be expected to originate and service all loans, including origination, underwriting, disbursement, monitoring, and collection. The Contractor may contract with one or more other parties ("Sub-Contractors") to accomplish these goals. However, the Contractor will be responsible and liable for the work of all sub-contractors.

3.2 BACKGROUND

During the 2017 Legislative session, the Florida Legislature passed House Bill 7069, which created the Schools of Hope Program (Section 1002.333, Florida Statutes) and the Schools of Hope Revolving Loan Program (Section 1001.292, Florida Statutes). The Schools of Hope Program is aimed at supporting the creation of high-quality public charter schools to provide students in persistently low-performing public schools additional educational opportunities. The Schools of Hope Revolving Loan Program was established to provide assistance to Hope Operators, as defined in Section 1002.333, Florida Statutes, to meet school building construction needs and pay for expenses related to the startup of a new charter school.

3.3 DEFINITIONS

After the award, said Respondent will be referred to as the "Contractor". For the purpose of this document, the term "Respondent" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent's team. The term "Reply" means the complete response of the Respondent to the ITN, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contractor resulting from this ITN. "Best value" means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship. A "responsive bid" is a Reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. However, for purposes of determining what is material, refer to **SECTION 1** of this ITN. Use of the terms "shall," "will," and "must," or the designation of items as "requirements," does not mandate that such items are material. The Department reserves the right to waive deviations, in its discretion, and resolve any issues in the negotiation phase. "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 CRITICAL EVENT DATES

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

EVENT	DATE
Invitation To Negotiate (ITN) Released	November 26, 2018
Deadline for receipt of Technical Questions (Fax or E-mailed (preferred))	December 12, 2018 @ 9:00 AM ET
Department Response to Technical Questions received by deadline (this date is on or about)	December 19, 2018
TECHNICAL & PRICE REPLIES ARE DUE (FAX & E-MAIL NOT ACCEPTABLE)	January 23, 2019 @ 3:00 PM ET
Technical Replies will be opened in Room 332 Turlington Building	January 23, 2019 @ 3:30 PM ET
Evaluation of Technical Replies (time and place)	January 24, 2019-January 31, 2019
Price Replies will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services staff during the evaluation stage.	
The Negotiation Committee will start negotiations (this date is on or about)	February 11, 2019
The Agency Decision will be posted for 72 hours upon completion of the negotiation meeting and a final decision by the Department.	

SECTION 4 – SPECIAL INSTRUCTIONS

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

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

4.2 VISITOR'S PASS TO THE TURLINGTON BUILDING

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

4.3 REPLY QUESTIONS & ANSWERS

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

Only timely received written inquiries will be "officially" addressed by the Department.

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services, Winston McGriff, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400, E-Mail Address (preferred): winston.mcgriff@fldoe.org or Fax Number: (850) 245-0719. See **SECTION 3.4 Critical Event Dates** for question due dates.

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 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 INVITATION TO NEGOTIATE (ADDENDA)

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

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

should be acknowledged by the Respondent's signature and subsequent submission of addenda with Reply when so stated in the addenda.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

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

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

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

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

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 Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent should clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent should also simultaneously provide the Department with a separate redacted copy of its Reply. This redacted copy should contain the Department's solicitation name, number, and the name of the Respondent on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy should be provided to the Department at the same time Respondent submits its Reply to the solicitation and should only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent should also provide two (2) electronic copies (compact disc (CD), flash drive, etc.) of their Redacted Copy.**

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

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

4.9. POOR PERFORMANCE NOTICE

The Respondent should provide for both the Respondent 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 Respondent'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 Respondent or to make inquiries with the project owner. The information obtained from this review may be reflected in the Respondent's score or used to declare the Respondent not a responsible vendor.

4.10 WITHDRAWAL OF A REPLY

A Respondent may withdraw a Reply by written notice to the Department on or before the deadline specified for the receipt of Replies in SECTION 3.4 CRITICAL EVENT DATES of this ITN. Such written notice is to be submitted to the Issuing Office at the address specified in SECTION 4.3 REPLY QUESTIONS AND ANSWERS of this ITN.

4.11 CONDITIONS TO THE REPLY

No conditions may be applied to any aspect of the ITN by the prospective Respondent. Any conditions placed on any aspect of the Reply documents by the prospective Respondent may result in the Reply being rejected as a conditional Reply (see "RESPONSIVENESS OF REPLIES"). DO NOT WRITE IN CHANGES ON ANY ITN SHEET. The only recognized changes to the ITN prior to Reply opening will be a written addenda issued by the Department. The Respondent recognizes the Department's right to ignore the condition and treat the Reply as if no condition exists.

4.12 DISCLOSURE OF REPLY CONTENTS

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

4.13 AWARD

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

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

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 Reply due date and time, but in any case, must be obtained prior to contract execution. For state licensing, contact:

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

5.2 IDENTICAL EVALUATION OF REPLIES

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

5.3 DISCLOSURE STATEMENT

The Disclosure Statement Form (Attachment G) should be signed and submitted with the Reply.

5.4 SUB-CONTRACTING

The Contract or any portion thereof shall not be sub-contracted, except as permitted herein, or with the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of its 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 obligations.

In the event any sub-contractors are approved by the Department, the Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should report all subcontractors, including, but not limited to, certified minority, women and service-disabled veteran subcontracting activities using the attached Utilization Summary form, attached as Attachment E. The Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should provide the Utilization Summary form with each invoice submitted for payment, regardless if funds have been spent with a certified minority, women or service-disabled veteran subcontractor for the period covered by the invoice. Contact the Florida Department of Management Services (DMS), Office of Supplier Diversity, for assistance identifying qualified minority, women, and service-disabled veteran companies. 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/ .

5.5 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Attachment C and will govern the relationship between the Department and the Contractor. A Reply submitted by the successful Respondent(s) shall be incorporated into the final contract(s). The terms and conditions of this ITN shall control notwithstanding any statement to the contrary by the Respondent, unless such terms and conditions are modified by the Department during the negotiation phase.

5.6 METHOD OF PAYMENT

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

5.7 CONVICTED VENDOR LIST

A company placed on the Convicted Vendor List may not submit a Reply 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 http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

5.8 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.

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/.

5.9 COSTS INCURRED IN RESPONDING

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

5.10 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES

A Respondent, its subsidiaries, affiliates, or related entities is limited to one (1) Reply. Submission of more than one (1) Reply per activity by a Respondent may cause the rejection of all Replies submitted by the Respondent. In the alternative, the Department may decide, in its sole discretion, which Reply to evaluate and consider. A subsidiary or affiliate of a prime Respondent may also be included as a subcontractor in another Respondent's Reply.

5.11 PROHIBITION OF GRATUITIES

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

5.12 INDEPENDENT PRICE DETERMINATION

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

5.13 PERFORMANCE BOND

A Performance Bond is not required for this project.

5.14 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057(17)(c) F.S.

A person who receives a contract that has not been procured pursuant to subsections (1) through (3) 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.

5.15 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Respondents submitting Replies to this solicitation should provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74-2.001 – 2.006, and fully comply with all information technology security policies.

5.16 SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Replies of \$1 million or more should include the attached *Scrutinized Companies Lists* Form (Attachment H) to certify the respondent is not on either of those lists. The Form should be submitted with the Technical Reply.

5.17 SCRUTINIZED COMPANIES – TERMINATION

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.0 SCOPE OF SERVICES

The Department is soliciting written Replies from qualified Respondents to oversee a revolving loan fund for the Department's Schools of Hope program. The purpose of the revolving loan fund is to provide capital to Hope Operators in building or renovating buildings for their public charter schools. Loans provided through this program may not exceed 25 percent of the total cost of a project, which shall be calculated based on 80 percent of the cost per student station established by s. 1013.64(6)(b) multiplied by the capacity of the facility.

- The Contractor must have experience in underwriting real estate loans to non-profit organizations. Experience in lending to public charter schools is preferred.
- The Contractor will manage a fund of approximately \$100 million that can be loaned to Hope Operators for the purpose of new construction or renovations of existing buildings to house a School of Hope campus. The Contractor will be responsible for all aspects of loan management, including, but not limited to, origination, underwriting, disbursement, monitoring, and collection, including collection strategies the Contractor will use for loans in default.
 - Origination: The Contractor will coordinate with Department on pipeline identification regarding known Hope Operators and proactively connect with the operators to discuss the loan fund and encourage applications.
 - Underwriting: The Contractor shall be responsible for creating all underwriting policies, which must be pre-approved by the Department. The Contractor will be responsible for performing full diligence, making the determination to invest a loan with a Hope Operator, and coordinating the closing of all loans. The Department must approve the loan prior to closing.
 - Monitoring: The Contractor shall monitor the construction of the project and adherence to construction timelines, approve and process draw requests, and all additional compliance with any other terms of the investment.
 - Administration: The Contractor shall oversee the day-to-day operations of the loan fund and prepare any reports required by statute or contained in the Contract with the Department to specifications set forth by the Department, including a borrowing base report (BBR) / portfolio monitoring report. The BBR shall be provided to the Department (i) after each calendar quarter, (ii) upon the occurrence of a default, (iii) when seeking the approval for a new loan, (iv) and at other times when reasonably requested by the Department. The BBR must include, at a minimum:
 - Borrower details: Name of school, borrower, and project type. Borrower revenue, expenses, operating income, balance sheet cash and relevant dates.
 - Project information: Closing date, phase, percentage of completion, expected completion date, construction period, etc.
 - Loan details: Commitment amount (and % of total portfolio), outstanding principal balance (OPB), annual debt service payment, % loan-to-value (LTV), interest rate, interest-only period, amortization terms, maturity date, risk rating, and status (compliant vs. in default).
 - Compliance information: Financial covenant levels required for each loan and most recent result of each covenant compliance test.
- Loan Requirements: The terms of the loans originated under this Contract shall meet the following requirements:
- Affordability: Hope Operator must meet an affordability target of 15% debt to revenue, inclusive of per pupil revenue and other sources as demonstrated by the Hope Operator

- Amortization: The loans will have an amortization period of at least 25 years;
- Length: Loans can be set with terms not to exceed 7 years;
- Interest-Only: An interest-only period of at least 1 year will be provided as part of the loan;
- Approval: Contractor may view multiple loan requests from the same Hope Operator as a single loan;
- Timeline: Loans must be closed prior to June 30, 2023. This date may be extended by the Department if the authorizing appropriation allows for such extension;
- Individual Loan Amount: Individual loans will not exceed the amount permitted by statute. Funding for loans will be dispensed to the Contractor from the Department as they are closed. At time of closing the Department will disburse the entire amount of the approved loans; and
- Remaining Debt: Hope Operators are limited by statute in how much they may borrow through the loan fund. Respondents to this ITN who are interested in providing their own capital as a funding option (for remaining debt) to Hope Operators must provide a detailed explanation in Section 7 of what alternate capital they would be offering, including impact on school's affordability. Hope Operators cannot be required to source additional funds from the Contractor.
- The Contractor will not be required to execute a loan with a Hope Operator even if the loan meets the underwriting criteria. In the case that a loan request is denied, the Contractor must furnish a report within 10 days to both the denied Hope Operator and the Department.

Fund Requirements

- Fund Amount: The Department expects the aggregate total available for all loans to be approximately \$100 million.
- Concentration: The Department may place concentration requirements on the fund, including, but not limited to, geographic or maximums for a single Hope Operator.

Fund Operations:

- The Contractor will be responsible for all expenses incurred, excluding industry-standard costs traditionally paid by the borrower. These expenses (to be borne by the borrower) include:
 - Legal fees for borrower and lender's counsel
 - UCC search fees
 - Title fees
 - Appraisal cost
 - Plan and Cost Review and subsequent monitoring during construction
 - Phase I environmental study
 - Physical Condition Assessment
 - Recording fees
 - Origination fees
- Interest collected on the loans may be used to defray the costs of administration. Please note that the authorizing statute (Section 1001.292, Florida Statutes) sets a maximum interest rate that cannot exceed **a rate equal to 50 percent** of the rate authorized under the provisions of Section 215.84, Florida Statutes.
 - Section 215.84, F.S. provides, a "rate not to exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month" in which the loan is approved.

- *Note: A Respondent may propose to issue loans with interest rates that are less than the maximum provided for above. For example, a Respondent may propose to issue loans that do not exceed 25% of the maximum rate allowed for in Section 215.84, F.S.*
- **Losses:** The Contractor must have a plan to minimize and handle any losses incurred as a result of the fund.
- **Reporting:** The Contractor must meet all reporting requirements to the Department, including an annual report on the entire loan portfolio. Monthly status reports will be provided to the Department during first year of the fund in a format agreed to between the Contractor and the Department, with quarterly reports existing for the remainder of the Contract. The Contractor is required to ensure the Department's compliance with any statutory reporting requirements.
- **Records:** All paperwork generated through management of the fund, including risk evaluations, must be furnished to the Department upon request within 30 days of a written request. The Contractor will contract with an independent auditing firm of national repute to audit the fund, including its operations, on an annual basis at the Contractor's expense.
- **Task Assignments:** All requests for Department personnel will be made through the Department's contract manager. Verbal requests will be followed up in writing to the Department.
- **Timely Response:** The Contractor shall provide a timely response on requests as established by the Department's contract manager.
- **Length:** The Contractor and Department may enter into a Contract for up to 5 years. Any monies held by the Contractor that has not been committed to a Hope Operator prior to the end of the Contract will be returned to the Department, including any monies collected as payments on principal of outstanding loans. The Contract may be renewed for a period of up to five years, contingent on satisfactory performance evaluations by the Department and subject to the availability of funds.

6.1 FINANCIAL CONSEQUENCES

If the Contractor fails to oversee the revolving loan fund in accordance with the terms and conditions of the Contract, the Department will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured or (2) request the Contractor redo the work or (3) a reduced payment by the rate established in the Contract. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the Contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Department; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. In addition, the Department may, in its sole discretion, grant a waiver of financial consequences if the Contractor drafts an approved corrective action plan. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

7.0 REPLY SUBMISSION

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

Both Technical and Price Reply should be submitted as specified in **SECTION 3.4 CRITICAL EVENT DATES**.

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

Each Respondent should fully acquaint itself with the conditions relating to the performance of services under the conditions of this ITN.

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

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

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

7.2 REPLY FORMAT INSTRUCTIONS

This section contains instructions that describe the expected format for the Reply. All Replies submitted should contain two parts and be marked as follows:

PART I TECHNICAL REPLY NUMBER ITN 2019-63

COMPANY NAME

CONTACT PERSON NAME AND PHONE

(One Separately Sealed Package for Technical)

PART II PRICE REPLY NUMBER ITN 2019-63

COMPANY NAME

CONTACT PERSON NAME AND PHONE

(One Separately Sealed Package for Prices)

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

7.2.1 Preliminary Administrative Review

The absence of any of these documents may result in a determination that the Reply is non-responsive and the Reply not be evaluated. The Reply forms furnished should be used when submitting the Reply. Forms should be filled out in ink or typewritten. **Administrative Review information should be included at the beginning of the Technical Reply portion (Part I) of the Reply and consist of the following:**

- **All Addenda**
- **Reference Form** (Attachment D) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- **Disclosure Statement Form** (Attachment G)
- **Scrutinized Companies Form** (Attachment H)

- **Transmittal Letter** – Provide a Transmittal Letter (on Company Letterhead) that contains the following:
 - a statement confirming that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply
 - the company's federal tax identification number
 - the company's DUNS number
 - a statement confirming that the Respondent has read, understands, and agrees to comply with all provisions of this ITN, unless changed during the negotiation process. By submitting a Reply, the Respondent agrees to the terms and conditions of the ITN notwithstanding any statement in the Reply to the contrary. However, the Department will attempt to resolve any disagreements in the negotiation sessions.
 - a statement confirming that the Respondent is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Respondent alternatively should confirm that authorization to do business in Florida will be secured prior to contract execution.
 - a statement confirming that the Respondent is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Respondent should alternatively confirm that registration authorization will be completed prior to contract execution.
 - a statement confirming that the Respondent 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. In lieu of such statement, the Respondent should alternatively confirm that registration will be completed prior to contract execution.

**7.2.2 Technical Reply (Part I) (7 hard copies)
(Do not include price information in Part I)**

The Respondent should submit **one (1) original, six (6) hard copies and two (2) copies in electronic format (compact disc (CD), flash drive, etc.) in Microsoft Word 10.0 or higher, or Adobe Acrobat (electronic file size should not exceed 12 MB)** of the Reply which is to be divided into the sections described below. **SECTION 7.2.1 PRELIMINARY ADMINISTRATIVE REVIEW** documents should be included at the beginning of the Technical Reply portion of the Reply. **The Technical Reply should be submitted in a separate sealed package marked "TECHNICAL REPLY FOR ITN 2019-63."**

1. EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary to be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. The Respondent is encouraged to limit the summary to no more than three (3) pages.

2. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

The Respondent should provide at least three (3) references (Attachment D), which demonstrate efforts comparable to the one described in Section 6.0 of this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law. Respondents should also include narrative regarding all prior relevant experience they have concerning the scope of work described herein, including providing similar deliverables and products which will be part of the Contract work. The Respondent should provide a description of its qualifications and prior experience performing tasks similar to those required in this ITN. The Plan should include a description of the

Respondent's background and relevant experience that qualifies it to provide the products and services required by this ITN.

3. RESPONDENT'S TECHNICAL PLAN

The Respondent should propose and explain the technical approach, capabilities, and means to be used in accomplishing the tasks and requirements in Section 6.0 of this ITN, include where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. The Respondent should also provide the estimated deliverable completion dates on the Deliverable Due Dates Form (Attachment A) and submit it to the Department as part of the Technically Reply. However, until the Respondent's proposed due dates are accepted by the Department, any due dates listed by the Department control. The Respondent should propose how expenses will be funded.

The plan should explain how the Respondent will:

- Manage the fund that can be loaned to Hope Operators, including all loan management responsibilities
- Monitor construction projects and project adherence to project timelines and other terms of the investments
- Administer day to day loan operations, including report preparation
- Insure loan requirements are met and maintained in accordance with applicable laws and rules
- Manage any losses and how loss will be mitigated
- If Respondent proposes to include their own capital as a funding option for Hope Operators, provide a detailed explanation of what alternate capital would be offered, include impact on school affordability
- Maintain records, including borrower risk evaluations
- Insure audits are conducted on an annual basis
- Insure responses to the department and borrowers are timely
- Maintain records on loans provided, balances and understanding that any unused funds at the end of the contract term will be returned to the Department.

4. RESPONDENT'S MANAGEMENT PLAN

The Respondent should provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Respondent should 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.

b. Identification of Key Personnel

The Respondent should provide the names of key personnel on the Respondent's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. Respondent may not voluntarily change key personnel without the Department's prior approval, and the Department will have to also approve the replacement personnel.

7.2.3 Price Reply (Part II) (5 hard copies)

The Respondent should submit one (1) original, four (4) hard copies and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher. The Respondent's price information should

be submitted on the form provided in this ITN. As provided for in Section 1001.292, the Contractor may use the interest paid on loans to defray the costs of administering the loan program. . The Price Reply should be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2019-63".

7.2.4 Presenting the Reply

The Reply should be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size should not be less than a 12 point font. The Reply should contain a table of contents, be typed single-spaced and have separate parts, each clearly labeled including page numbers. The information to be contained in each part is described in the above sections. Bindings and covers will be at the Respondent's discretion; however, **elaborate notebooks/hard back binders are discouraged**.

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

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

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING

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

PRICE REPLIES (which have corresponding responsive Technical Reply) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES at 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department shall evaluate and rank responsive Replies and, at the Department's sole discretion, proceed to negotiate with one or more Respondent(s) selected. Each member of the Evaluation Committee will be provided a copy of each Technical Reply to evaluate. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein, and the Procurement Office will complete a technical summary.

8.1.1 Seeking Clarification

The Department reserves the right to seek clarification on any Reply as needed. Clarification sought will be evaluated by the committee based on the criteria established in **SECTION 8.1.2** above. During this stage Respondents will be asked to provide any clarifications needed by the Committee to assist in evaluating their Reply. Information received in this stage will be added to the Respondent's Reply and evaluated as a part of the appropriate Section above.

8.1.2 Criteria for Evaluation

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

The following point system is established for scoring Replies.

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

A) Executive Summary	N/A
B) Qualifications and Experience	15 points
C) Technical Plan	20 points
D) Management Plan	<u>15 points</u>
Total	50 points
E) Price	<u>50 points</u>
Total	100 points

Price analysis is conducted through the comparison of Price Replies submitted. The maximum points will be awarded to the lowest acceptable percentage rate (interest rate) presented in the Price Reply. Replies with higher percentage rate (interest rate) will receive the fraction of the maximum points proportional to the ratio of the lowest Price Reply to the higher Price Reply. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

(Low Percentage/Respondent's Percentage) x Points = Respondent's Awarded Points

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

8.1.3 Criteria for Negotiations

At the Department's sole discretion, negotiations with one or more Respondent(s) selected, will be conducted as follows:

- A. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. The process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the state.
- B. The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C. Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

- D. The focus of the negotiations will be on achieving the solution that provides the best value to the state.
- E. In submitting a Reply Respondent agrees to be bound to the terms of this ITN, however, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the state's best interest to do so.
- F. The Department reserves the right to reject any and all Replies, if the Department determines such action is in the best interest of the state or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

8.2 POSTING OF AGENCY DECISION

The Agency's Decision will be posted in the Department's Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of seventy-two (72) hours. (See SECTION 3.4 CRITICAL EVENT DATES.)

8.2.1 Protest of Intended Award

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

8.2.2 Inability to Post

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

8.3 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully executed contract from the Department.

* * * *

ATTACHMENT A

DELIVERABLE DUE DATE FORM

Based on the Scope of Work being proposed, provide an estimate deliverable date for each Deliverable. Additional deliverables may be added as appropriate by the Respondent. Non-pricing deliverable information may be used in the evaluation of the Reply

	ESTIMATED DELIVERABLE COMPLETION DATE				
DELIVERABLE	ORIGINAL CONTRACT TERM				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Provide established written methodologies of how hope operators will be evaluated for credit worthiness. Methodologies will be reviewed on an annual basis					
Provide established written methodologies of how funds will be disbursed to hope operators. Methodologies will be reviewed on an annual basis.					
Provide a quarterly report containing details as described in Section 6.0 Scope of Services .					
Provide an annual report on the revolving loan program containing details as described in Section 6.0 Scope of Services					

Attachment B Respondents Price Reply

We propose to provide the services being solicited within the specifications of ITN 2019-63. All work shall be performed in accordance with this ITN, which has been reviewed and understood. There shall be no additional costs charged for work performed under this ITN. The price on this page will be used for evaluation and scoring purposes.

- The Contractor will be responsible for all expenses incurred, excluding industry-standard costs traditionally paid by the borrower. Please see Section 6 for a list of excluded costs.
- Interest collected on the loans may be used to fund operations based on parameters set forth in the final Contract. Please note that by statute the amount of interest cannot exceed **a rate equal to 50 percent** of the rate authorized under the provisions of Section 215.84, Florida Statutes.
- Section 215.84, Florida Statutes, provides, a “rate not to exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer “20 Bond Index” published immediately preceding the first day of the calendar month” in which the loan is approved. *(Note: The interest rate charged by the Contractor may not exceed 50 percent of the rate authorized above.)*
- To complete the Price Reply, the Respondent should indicate the maximum interest rate it will charge to Hope Operators as a percentage of the rate authorized in Section 215.84, Florida Statutes. For example, if the Respondent will charge the full 50 percent of the rate authorized in Section 215.84 (this is the maximum rate that may be charged), the Respondent should enter 50% in the table below. However, if the Respondent will charge a maximum of 25% of the rate authorized in Section 215.84, the Respondent should enter 25.000% in the table below (three decimal places).

Description			Maximum Interest Rate (as a percentage of the maximum authorized in Section 215.84, Florida Statutes.
School of Hope Revolving Loan Fund	Initial Contract and Optional Renewal Period	Years 1-5 and Years 6-10	

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

ATTACHMENT C

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. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

- III. 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.
- IV. 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.

- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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).
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. 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.
- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. 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.
- XXI. 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.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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.
- XXVII. 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.
- XXVIII. 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.
- XXIX. 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.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. 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.

- XXXII. 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.
- XXXIII. 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 State of Florida Executive Order No. 11-116, Contractor shall 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. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. 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.
- XXXV. 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-1.031, Florida Administrative Code, unless exempt under Rule 60A-1.031(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(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.031, 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 procurement 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.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74-2, and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

ATTACHMENT D

REFERENCES

PROPOSER 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 E
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:

Prime Contractor

Title

Date

Submit Report to:

Ms. ReGina Register
Bureau of Contracts, Grants and
Procurement Management Services
325 West Gaines Street
332 Turlington Bldg
Tallahassee, FL 32399-0400

For additional information, you may call Ms. Register at (850) 245-9173, or e-mail regina.register@fldoe.org .

ATTACHMENT F

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 G
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 H

VENDOR CERTIFICATION REGARDING

SCRUTINIZED COMPANIES LISTS

Proposing Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Proposer, I hereby certify that the company identified above in the section entitled "Proposing Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company
Authorized Signature Print Name and Title: _____