

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

REQUEST FOR PROPOSAL REGISTRATION

COMPLETE AND RETURN THIS FORM

Proposal Number: RFP 2019-53

Title: REVIEW OF CURRENT PRICE LEVEL INDEX METHODOLOGY

Date & Time Proposal Due: OCTOBER 2, 2018 BY 2:30 PM Eastern Time (ET)

Potential Proposers should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Proposal Form as soon as possible after downloading. Complete 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: ReGina Register, Regina.Register@fldoe.org, (850) 245-9173.

(Revised 07/17/2017)

State of Florida
Department of Education

REQUEST FOR PROPOSAL

REVIEW OF CURRENT PRICE LEVEL INDEX METHODOLOGY

BID NUMBER: RFP 2019-53

DEADLINE FOR TECHNICAL QUESTIONS: SEPTEMBER 7, 2018 BY 2:00 PM ET
(There is no deadline for administrative questions)

PROPOSALS ARE DUE BY: OCTOBER 2, 2018 @ 2:30 PM, ET

MAIL OR DELIVER PROPOSALS TO:

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

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

REVIEW OF CURRENT PRICE LEVEL INDEX METHODOLOGY

BID NUMBER: RFP 2019-53

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO PROPOSER

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

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

ALTHOUGH THE RFP MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," "SHOULD" OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR A MINOR IRREGULARITY.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

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

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

SECTION 3 - INTRODUCTION

3.0 INTENT

The state of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written Proposals from qualified Proposers to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for approximately five (5) months thereafter. Award will be made to the responsible and responsive vendor(s) that the Department determines will provide what is most advantageous to the state, taking into consideration price and other criteria set forth in this document.

The resulting contract may not be renewed.

3.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to secure a contract with a vendor to conduct a review of the current price level index methodology. Pursuant to section 1011.62(2), Florida Statutes (F.S.), a Florida Price Level Index (hereinafter referred to as FPLI) is prepared and published in a report using a methodology that uses Florida data. The Contractor will prepare a report, in an agreed-upon format, detailing the current methodology with recommendations for the Department to transmit to the chair of the Senate Committee on Appropriations, the chair of the House of Representatives Appropriations Committee and the Executive Office of the Governor's Office of Policy and Budget by January 1, 2019.

3.2 BACKGROUND

The current FPLI methodology was adopted as a result of a review of the previous methodology by the staff at the Bureau of Economic and Business Research (BEBR), University of Florida. Administrative and intellectual responsibility for the preparation of the current price level index was transferred from the University of Florida to Florida Polytechnic University. The 2014 Florida Price Level Index was prepared by the transferred staff from Florida Polytechnic University. The most current Florida Price Level Index report is the 2017 report dated January 10, 2018, and is available at <https://floridapoly.edu/wp-content/uploads/2017fpli.pdf>

The 2018 Legislature provided the following language associated with Specific Appropriation 135, Chapter 2018-9, Laws of Florida:

From the funds in Specific Appropriation 135, \$100,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of Education to issue a competitive solicitation to contract with an independent third party consulting firm to conduct a review of the current price level index methodology. A report shall be prepared which provides recommendations to the chair of the Senate Committee on Appropriations, the chair of the House of Representatives Appropriations Committee, and the Executive Office of the Governor's Office of Policy and Budget by January 1, 2019. This report shall be provided to the department as indicated in Section 6.1 Deliverables.

3.3 DEFINITIONS

After the award, said Proposer will be referred to as the "Contractor". For the purpose of this document, the term "Proposer" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "Proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contractor resulting from this RFP. A "responsive bid" is a Proposal submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. However, for purposes of determining what is material, please refer to Section 1 of this RFP. Use of the terms "shall," "will," "should" 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. “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
Request for Proposal (RFP) released	August 31, 2018
Deadline for receipt of Technical Questions (Fax or E-mailed (preferred))	September 7, 2018 by 2:00 p.m. ET
Department Response to Technical Questions received by deadline (this date is on or about)	September 12, 2018
TECHNICAL AND PRICE PROPOSALS ARE DUE (FAX & E-MAIL NOT ACCEPTABLE)	OCTOBER 2, 2018 @ 2:30 P.M. ET
Technical Proposals will be opened in Room 332 Turlington Building	OCTOBER 2, 2018 @ 2:45 P.M. ET
Evaluation of Technical Proposals	October 4 – 11, 2018
Price Proposals will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services staff during the evaluation stage.	
Anticipated Posting of Intended Award (date is on or about)	October 15, 2018

SECTION 4 – SPECIAL INSTRUCTIONS

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

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

4.2 VISITOR’S PASS TO THE TURLINGTON BUILDING

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

4.3 PROPOSAL QUESTIONS & ANSWERS

Any technical questions arising from this RFP should be forwarded, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Proposers will be posted on the Florida Vendor Bid System (VBS) at www.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 Proposal number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a Proposal.

Only timely received written inquiries will be “officially” addressed by the Department. See **SECTION 3.4 CRITICAL EVENT DATES** for question due date.

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

4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

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

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

Section 120.57(3)(a) provides:

Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."

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

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

The Notice of Protest, Formal Written Protest, and Protest Bond shall be addressed to the issuing office as identified in **SECTION 4.3** above, and filed with the agency clerk.

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

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

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

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

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

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

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

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

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Proposer must clearly mark and identify in its Proposal those portions which are confidential, trade secret or otherwise exempt. Proposer must also simultaneously provide the Department with a separate redacted copy of its Proposal. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Proposer submits its Proposal to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret, or otherwise exempt. **The Proposer should also provide one (1) electronic copy (compact disc (CD), flash drive, etc.) of their Redacted Copy.**

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

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

4.9. POOR PERFORMANCE NOTICE

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

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

4.10 WITHDRAWAL OF A PROPOSAL

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

4.11 CONDITIONS TO THE PROPOSAL

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

4.12 DISCLOSURE OF PROPOSAL CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the state and may not be removed by the Proposer or its agents. All Proposals shall become the property of the state and shall not be returned to Proposer. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal 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 Proposer. As in the best interest of the state, the right is reserved to reject any and/or all Proposals or to waive any minor irregularity in Proposals received. Conditions which may cause rejection of Proposals include, without limitation, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships 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 Proposal 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 Proposal 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 PROPOSALS

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

5.3 DISCLOSURE STATEMENT

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

5.4 SUB-CONTRACTING

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

The Prime Contractor should report all Certified Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment E. The Prime Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Prime Contractor should provide the Utilization Summary form with each invoice submitted for payment. The form should be submitted with all invoices, regardless if funds have not been spent with a Certified Minority Subcontractor for the period covered by the invoice. The Florida Department of Management Services (DMS), Office of Supplier Diversity 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/

5.5 CONTRACTUAL OBLIGATIONS

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

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 Proposal or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at 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 RFP does not commit the Department or any other public agency to pay any costs incurred by the Proposer in the submission of a Proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

5.10 SUBMISSION OF PROPOSALS BY SUBSIDIARIES OR AFFILIATES

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

5.11 PROHIBITION OF GRATUITIES

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

5.12 INDEPENDENT PRICE DETERMINATION

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

5.13 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 F.S.

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

5.15 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

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

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.

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

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.

SECTION 6 – SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

The purpose of this RFP is to secure a contract with a vendor to conduct an independent third party review of the current price level index methodology managed by the staff at Florida Polytechnic University. The study must include a review, at a minimum, of all of the following:

- (A) The econometric theory and assumptions underlying the model used to produce the current index;
- (B) The validity and reliability of the data used to prepare the index;
- (C) Provide reasonable compensation, not to exceed \$10,000, to the staff of Florida Polytechnic University for consultation and information about the current FPLI methodology; and
- (D) Provide a report of the review of the current FPLI methodology with recommendations.

6.1 DELIVERABLES

The Contractor must conduct a review in the areas outlined in the scope of services and provide a report in an agreed-upon format covering all essential aspects. The final product is required to the Department by the close of business on December 14, 2018. Materials are required for review by the Department by the dates outlined below. The Contractor must make necessary changes to the report (or sections thereof) based upon review by the Department before the final report is submitted. Updates will be provided to the Department staff on a monthly basis. The Contractor will make its work available for review in an electronic format mutually agreed upon by the Department and the Contractor, and will submit both a Word file and hard copy of the final report.

Important Deliverable Dates

On or before October 26, 2018, provide to the Department a detailed FPLI review plan.

On or before November 5, 2018, provide to the Department a preliminary review of the econometric theory and assumptions that constitute the basis of the current FPLI model.

On or before November 13, 2018, based on the review of the econometric theory and assumptions, provide to the Department a preliminary review of the validity and reliability of the data used to produce the current FPLI.

On or before December 03, 2018, provide to the Department a draft report of the review of the current FPLI methodology with recommendations.

On or before December 14, 2018, provide to the Department the final report of the review of the current FPLI methodology with recommendations.

6.2 FINANCIAL CONSEQUENCES

If the Contractor fails to meet the minimum level of service or performance identified, 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 the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the contractor redo the work, or (3) a reduced payment agreed to by the parties prior to entering into 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. 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 – PROPOSAL FORMAT & CONTENT

7.0 PROPOSAL SUBMISSION

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

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

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

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

All Proposal prices should be submitted on the forms provided in this RFP. All Proposal prices should remain firm for one hundred eighty (180) days from date of Proposal Opening.

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

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

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

7.2 PROPOSAL FORMAT INSTRUCTIONS

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

PART I TECHNICAL PROPOSAL NUMBER RFP 2019-53

COMPANY NAME

CONTACT PERSON NAME AND PHONE

(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP 2019-53

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 Proposal is non-responsive and the Proposal not be evaluated. The Proposal forms furnished should be used when submitting the Proposal. Forms should be filled out in ink or typewritten. **Administrative Review information should be included at the beginning of the Technical Proposal portion (Part I) of the Proposal 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 RFP. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- **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 Proposal is authorized to represent the Proposer and bind the Proposer relative to all matters contained in the Proposer's Proposal
 - the company's federal tax identification number
 - the company's DUNS number
 - a statement confirming that the Proposer has read, understands, and agrees to comply with all provisions of this RFP. By submitting a Proposal, the Proposer agrees to the terms and conditions of the RFP notwithstanding any statement in the Proposal to the contrary.
 - a statement confirming that the Proposer is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Proposer alternatively should confirm that authorization to do business in Florida will be secured prior to contract execution.
 - a statement confirming that the Proposer is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Proposer should alternatively confirm that registration authorization will be completed prior to contract execution.
 - a statement confirming that the Proposer has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. In lieu of such statement, the Proposer should alternatively confirm that registration will be completed prior to contract execution.

7.2.2 Technical Proposal (Part I) (5 hard copies)

(Do not include price information in Part I)

The Proposer should submit one (1) original, (4) 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 Proposal 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 Proposal portion of the Proposal. The Technical Proposal should be submitted in a separate sealed package marked "TECHNICAL PROPOSAL FOR RFP 2019-53 ".

1. EXECUTIVE SUMMARY

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

2. PROPOSER'S QUALIFICATIONS AND EXPERIENCE

The Proposer should provide at least three (3) references (Attachment D), which demonstrate efforts comparable to the one described in this RFP. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law. Proposers should also include details 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 Proposer should provide a description of its qualifications and prior experience performing tasks similar to those required in this RFP. The Plan should include a description of the Proposer's background and relevant experience that qualifies it to provide the products and services required by this RFP. Based on the proposed project team identified in the management plan, the proposer should cite experiences with statistical and econometric studies, especially those involving economic indices, and provide references to relevant articles or reports. For the three highest impact articles or reports, provide documentation from external sources about the impact of the article or report on implementation of the recommendations.

3. PROPOSER'S TECHNICAL PLAN

The Proposer should provide a technical plan which explains the approach, capabilities, and means to be used in accomplishing the tasks in the RFP, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

4. PROPOSER'S MANAGEMENT PLAN

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

a. Administration and Management

The Proposer 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 Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. Proposer 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 Proposal (Part II) (3 hard copies)

The Proposer should submit one (1) original, four (2) hard copies and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher. The Proposer's price information should be submitted on the form provided in this RFP. Payment for services will be made based on the deliverables and dates specified in the resulting contract. The Price Proposal should be submitted in a separate sealed package marked "PRICE PROPOSAL FOR RFP 2019-53".

7.2.4 Presenting the Proposal

The Proposal 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 Proposal 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 Proposer'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 Proposer 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 PROPOSAL OPENING

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

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

8.1 EVALUATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department will evaluate and rank responsive Proposals. However, Proposals rejected due to non-compliance with terms and conditions of this RFP will not be evaluated. The Committee will be comprised of at least three persons with knowledge, background, experience, and/or professional credentials in relative service areas.

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

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

8.1.1 Seeking Clarification

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

8.1.2 Criteria for Evaluation

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

a. Technical Proposal (80 Points)

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

The following point system is established for scoring the Proposals:

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

A) Executive Summary	N/A
B) Qualifications and Experience	20 points
C) Technical Plan	50 points
D) Management Plan	<u>10 points</u>
Total	80 points
E) Price	<u>20 points</u>
Total	100 points

Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest acceptable Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. 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:

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

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

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

8.2 POSTING OF AGENCY DECISION

The Agency's Decision will be posted in the Department's Bureau of Contracts, Grants and Procurement, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu as specified in **SECTION 3.4 CRITICAL EVENT DATES**, and will remain posted for a period of seventy-two (72) hours.

8.2.1 Protest of Intended Award

Any Proposer 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 B

PROPOSER'S PRICE PROPOSAL

We propose to provide the services being solicited within the specifications of RFP 2019-53. All work shall be performed in accordance with this RFP, which has been reviewed and understood. The below price are all inclusive. Payment for services will be made based on the deliverables and dates specified in contract. There shall be no additional costs charged for work performed under this RFP. One lump sum payment upon completion of the report and acceptance by the Department.

GRAND TOTAL \$ _____

SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (signature): _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Attachment B – Supplemental

Proposers should complete the pricing per deliverable based on the Scope of Work, established deliverables, evidence of completion and deliverable due date(s) as specified in the RFP. The deliverable pricing information contained in this supplement will not be used for evaluation purposes, but may be used for future contract amendments and negotiations. In addition, non-pricing deliverable information included in the Technical Proposal may be used in the evaluation of the Proposal.

DELIVERABLE	PRICE
On or before October 26, 2018, provide to the Department a detailed FPLI review plan.	\$
On or before November 5, 2018, provide to the Department a preliminary review of the econometric theory and assumptions that constitute the basis of the current FPLI model.	\$
On or before November 13, 2018, based on the review of the econometric theory and assumptions, provide to the Department a preliminary review of the validity and reliability of the data used to produce the current FPLI.	\$
On or before December 03, 2018, provide to the Department a draft report of the review of the current FPLI methodology with recommendations.	\$
On or before December 14, 2018, provide to the Department the final report of the review of the current FPLI methodology with recommendations.	\$

ATTACHMENT C

STATE OF FLORIDA DEPARTMENT OF EDUCATION

CONTRACT STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. 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-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
- The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(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-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
- For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
- Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement 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: _____

PROPOSAL CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH THE PROPOSAL)

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

Check off each the following:

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

Proposal No.: RFP 2019-53

Title: REVIEW OF CURRENT PRICE LEVEL INDEX METHODOLOGY

Due Date & Time: OCTOBER 2, 2018 @ 2:30 PM ET