

**ATTACHMENT A
SCOPE OF WORK

FOR

PROJECT MANAGEMENT PROFESSIONAL
EXAM PREPARATION TRAINING AND TESTING
SERVICES**

DMS 20/21-095

**THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

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SECTION 1. SCOPE OF WORK

The Respondent awarded in accordance with Invitation to Bid No. DMS-20/21-095 (Contractor) shall provide services in the manner prescribed by this Scope of Work, which includes providing a comprehensive preparatory course for the Project Management Institute (PMI®) Project Management Professional® (PMP®) examination and re-examination, and thirty-five (35) hours of online PMP® training to satisfy PMI® requirements. Additionally, the Contractor shall maintain: 1) a PMI® Registered Education Provider **Authorized Training Partner (ATP)** status throughout the life of the Purchase Orders issued pursuant to Invitation to Bid No. DMS-20/21-095 (ITB) and 2) a current and active registration with the Florida Department of State, Division of Corporations. The services provided by the Contractor must include, at a minimum, the requirements listed in the following sections:

As used below, the term “course” refers to the overall PMP® training program that is provided by the Contractor, including the examination and re-examination preparatory course, as well as the online training provided to satisfy PMI® requirements. The term “class” refers to the in-person or online classroom setting, synchronous instruction provided on specific dates and to participants to whom the Contractor will deliver the course.

1.1 Course Requirements:

1. The course shall be provided only to students assigned by the State of Florida, Department of Management Services, Division of State Purchasing (Department).
2. The course shall be taught by an instructor who holds a current PMP® certification.

1.2 Class Requirements:

1. The Department intends to have multiple classes. Class size will not exceed thirty (30) students. The typical class size will range from 18-30 students. The “Final Class Size” refers to the number of students enrolled in each class as determined by the Department’s official roster. The Department will communicate the Final Class Size to the Contractor. In the event that an enrolled student is unable to participate in the class after the Final Class Size has been communicated, the Department reserves the right to replace the disenrolled student with another student at no additional cost.
2. The classes must have sign-in sheets for each day provided and administered by the Contractor. Additionally, at the conclusion of each class, the Department will provide participants with an evaluation that will assess, at a minimum, participant’s satisfaction with the class materials, course content, and instructor’s performance. Both sign-in sheets and evaluation documents will be provided by the Department’s Contract Manager, who will be designated on the Purchase Order(s), to the Contractor for use in classes.
3. The Department will provide the location for in-person classes at no cost to the Contractor. All classes shall be a 4-day instructor-led program in a classroom setting at a location in Tallahassee, Florida, or a synchronous, instructor-led program in an online setting. The Contractor shall provide its own software for any online, synchronous classes. Location details will be provided by the Department in advance of selected class dates.
4. The 4-day class must include a minimum of two (2) 15-minute breaks daily and one (1)

hour lunch break daily. Classes shall be completed between the hours of 8:00 am and 5:00 pm ET each day.

5. The Contractor is required to provide all relevant training materials and equipment necessary to effectively facilitate the classroom or synchronous, instructor-led online training for students. The Contractor must provide class materials to the Department no less than one (1) week prior to the first day of the scheduled class.
6. The Contractor shall ensure that the course is taught by an instructor who holds a current PMP® certification.
7. Students will be required to take their exam within two (2) weeks of course completion, unless there are no available appointments at the designated testing center, but must be scheduled no later than one month prior to the expiration of the current year's Purchase Order. A student that does not pass the exam on his or her first attempt will be required to schedule a reexamination within 30 calendar days of the student's first attempt.

1.3 Online Training Requirements:

The Contractor will provide the following for each student:

- a. Access to online PMP® training for a minimum period of three (3) months to satisfy the PMI® requirements;
- b. Online training at least one (1) month prior to the start of class, if possible;
- c. A minimum of thirty-five (35) hours of training content that meets PMI® project management training requirements for the PMP® application; and
- d. A minimum of two (2), two hundred (200) question practice examinations that track the individual student's progress and identify knowledge areas that the student needs to improve.

1.4 Student Materials and Examination:

The Contractor shall provide the following for each student:

1. Course materials for each student will consist of the following: (1) a textbook (print version), (2) a workbook (print version), and (3) audio CDs (in lieu of an audio CD, an audio-visual DVD or access to equivalent online materials may be provided). All materials provided will be based upon the Project Management Body of Knowledge® (PMBOK®) latest edition available at the time (currently 7th edition) and will be retained by the students. One (1) additional copy of the course materials must be provided to the Contract Manager after the Department issues the Purchase Order, and no later than one (1) week prior to the first day of the scheduled class. The Contractor shall use the latest edition of all training materials at no expense to the Department.
2. Latest print edition of the PMBOK® Guide (currently 7th edition) for the student to keep.
3. The cost of one (1) initial PMI® PMP® examination. Payment for the examination will be made directly from the Contractor to the examination provider on behalf of the student.
4. The cost of one (1) PMI® PMP® reexamination fee if the student did not pass the initial examination. Payment for the reexamination will be made directly from the Contractor to the Project Management Institute on behalf of the student.
5. The cost of one (1) PMI® annual membership. Payment for the membership will be made

directly from the Contractor to the Project Management Institute on behalf of the student.

6. Any other classroom supplies required to effectively administer the course.

SECTION 2. PAYMENT

1. The Contractor will receive payment for each class at the rate provided in the Contractor's Attachment B, Price Sheet, submitted with its bid in response to the ITB, after one of the following confirmed occurrences takes place for 80% of the official roster based on the Final Class Size:
 - a. student passes the PMP examination;
 - b. student does not pass the examination on his or her first attempt, and the Contractor pays the PMP® reexamination fee to the examination provider on behalf of student;
 - c. student does not pass the examination on his or her first attempt and student fails to schedule his or her reexamination within 30 calendar days of student's first attempt.
2. Upon submission of a complete invoice, the Contractor will receive payment per class as provided in the Contractor's Attachment B, Price Sheet, in accordance with the payment timeframes specified in the Purchase Order Terms and Conditions. A complete invoice shall include the following information for each class:
 - a. Sign-in sheets for the training provided;
 - b. Evidence of payment for PMI® PMP examination fee;
 - c. Evidence of payment for PMI® PMP re-examination fee (if applicable);
 - d. Evidence of payment for PMI® annual membership fee; and
 - e. Evidence of access to online PMP® training.
3. Invoices shall be submitted to the Department within 45 days of the end date of each four (4) day training course.

SECTION 3. CONTRACTOR DELIVERABLES

The Contractor shall provide the following for each student:

1. A four (4) day training course as described above in Section 1, unless rescheduled upon written approval by the Department.
2. One (1) PMI® PMP® examination fee.
3. One (1) PMI® PMP® reexamination fee for each student that fails to pass the initial examination.
4. A minimum of three (3) months of access to online PMP® training, which must include practice exams.
5. Payment for one annual PMI® membership.
6. Course Materials as described above in Section 1.

SECTION 4. PERFORMANCE MEASURES

1. The Contractor shall provide the Department's Contract Manager with written proof that the

Contractor made payments to PMI® on behalf of the participants identified by the Department. Written proof of payment to PMI® is required for both the Contractor's payment of each participant's PMI® annual membership fees and each participant's PMP® exam fee, as well as any participant re-examination fees where applicable.

2. The Contractor must receive a Likert Scale rating of 'Agree', or better, on the participant evaluations provided by the Department, as it pertains to class materials, course content, and instructor performance, as outlined in Section 1.2.

SECTION 5. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

1. If the Contractor fails to deliver a class, without prior written approval from the Department to reschedule, a reduction of fifty percent (50%) of total payment owed to the Contractor will be deducted for each class not delivered during the term of the Purchase Order. Failure to deliver any class will result in no payment being made to the Contractor.
2. If the Contractor fails to provide the required materials, access to online training, or practice exams as outlined in Section 1, a reduction of five percent (5%) for each material, online access, or practice exam not provided will be deducted from the payment issued. This consequence will not exceed ninety percent (90%) of the total payment.
3. If the Contractor fails to provide the required payments for the PMP® exam, PMP® reexamination (where applicable), or PMI® annual membership (where applicable) for each participant of a class as outlined above in Section 1, a reduction of two percent (2%) for each required payment not provided to PMI® will be deducted from the payment issued. This financial consequence will not exceed 90% of the total payment.
4. If the Contractor fails to provide the Department with written documentation of the required payments as outlined in Section 4, the Department will not pay for services rendered until such documentation is received.

SECTION 6. REQUIRED CONTRACT TERMS

In addition to the Purchase Order [Terms and Conditions that will be attached to the Purchase Order, the following terms and conditions apply to this Contract:](#)

6.1 Convicted and Discriminatory Vendor's Lists.

In accordance with sections 287.133 and 287.134, Florida Statutes (F.S.), an entity or affiliate who is on the convicted vendor list or the discriminatory vendor list may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order(s).

6.2 Scrutinized Companies.

The Department may, at its option, terminate the Purchase Order(s) if the Contractor has been placed on the Scrutinized Companies that Boycott Israel list or is engaged in a boycott of Israel.

6.3 E-Verify.

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of

Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By accepting this Purchase Order, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Purchase Order(s). The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of issuance of the Purchase Order. The Contract Manager will be designated on the Purchase Order.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Purchase Order(s) if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf under the Purchase Order(s) should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

6.4 Cooperation with Inspector General.

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors (if any), understand and will comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

6.5 Accessibility.

The Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

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