

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

**INVITATION TO NEGOTIATE REGISTRATION**

\*\*\*\*\*

**COMPLETE AND RETURN THIS FORM**

\*\*\*\*\*

Reply Number: ITN 2024-51

Title: CONTENT MANAGEMENT AND REVIEW SOLUTION

Date & Time Reply Due: AUGUST 21, 2023 @ 10:00 AM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services of their intent to respond by returning this Invitation to Negotiate Registration 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, 344 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: Tamara Harrington, Tamara.Harrington@fldoe.org, (850) 245-0479.

**State of Florida  
Department of Education**

**INVITATION TO NEGOTIATE**

**CONTENT MANAGEMENT AND REVIEW SOLUTION**

**BID NUMBER: ITN 2024-51**

**DEADLINE FOR TECHNICAL QUESTIONS: July 14, 2023 @3:00 PM ET TIME**  
(There is no deadline for administrative questions)

**REPLIES ARE DUE BY: 10:00 AM, ET, ON August 21, 2023**

**MAIL OR DELIVER REPLIES TO:**

Florida Department of Education  
Bureau of Contracts, Grants and Procurement Management Services  
325 West Gaines Street  
344 Turlington Building  
Tallahassee, Florida 32399-0400  
Attention: Tamara Harrington  
Phone: (850) 245-0749

# Table Of Contents

INVITATION TO NEGOTIATE REGISTRATION .....	1
SECTION 1 – INSTRUCTIONS .....	6
1.0    GENERAL INSTRUCTIONS TO RESPONDENT .....	6
SECTION 2 – CONTRACT CONDITIONS.....	6
2.0    GENERAL CONTRACT CONDITIONS.....	6
SECTION 3 - INTRODUCTION .....	7
3.0    INTENT .....	7
3.1    PURPOSE .....	7
3.2    BACKGROUND .....	7
3.3    DEFINITIONS .....	8
3.4    CRITICAL EVENT DATES.....	8
SECTION 4 – SPECIAL INSTRUCTIONS .....	9
4.0    PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.....	9
4.1    SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD.....	9
4.2    VISITOR’S PASS TO THE TURLINGTON BUILDING.....	9
4.3    REPLY QUESTIONS & ANSWERS.....	9
4.4    PROCUREMENT PROTESTS / NOTICE OF RIGHTS.....	9
4.5    ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA) .....	10
4.6    MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL.....	10
4.7    RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF .....	10
4.8    CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL .....	10
4.9.    POOR PERFORMANCE NOTICE .....	11
4.10    WITHDRAWAL OF A REPLY .....	11
4.11    CONDITIONS TO THE REPLY.....	11
4.12    DISCLOSURE OF REPLY CONTENTS .....	12
4.13    AWARD .....	12
SECTION 5 – SPECIAL CONDITIONS .....	12
5.0    AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA.....	12
5.1    LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA.....	12
5.2    IDENTICAL EVALUATION OF REPLIES.....	12
5.3    DISCLOSURE STATEMENT .....	12
5.4    SUB-CONTRACTING .....	12
5.5    CONTRACTUAL OBLIGATIONS.....	13
5.6    METHOD OF PAYMENT .....	13

5.7	CONVICTED VENDOR LIST .....	13
5.8	DIVERSITY IN CONTRACTING.....	13
5.9	COSTS INCURRED IN RESPONDING .....	14
5.10	SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES .....	14
5.11	PROHIBITION OF GRATUITIES .....	14
5.12	INDEPENDENT PRICE DETERMINATION.....	14
5.13	PERFORMANCE BOND.....	14
5.14	PARTICIPATION IN FUTURE STAGES OF THIS PROJECT .....	14
5.15	INFORMATION TECHNOLOGY REQUIREMENTS .....	14
5.16	SCRUTINIZED COMPANIES LISTS.....	14
5.17	SCRUTINIZED COMPANIES – TERMINATION.....	15
SECTION 6 – SCOPE OF SERVICES .....		15
6.0	SCOPE OF SERVICES .....	15
6.1	DELIVERABLES.....	16
6.2	FINANCIAL CONSEQUENCES.....	17
SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT.....		17
7.0	REPLY SUBMISSION.....	17
7.1	MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail) .....	18
7.2	REPLY FORMAT INSTRUCTIONS .....	18
SECTION 8 – OPENING, EVALUATION AND AWARD.....		21
8.0	REPLY OPENING.....	21
8.1	REPLY EVALUATION AND NEGOTIATION PROCESS.....	21
8.2	POSTING OF AGENCY DECISION .....	23
8.3	AWARD OF THE CONTRACT.....	23
ATTACHMENT A.....		24
DELIVERABLE DUE DATE FORM.....		24
ATTACHMENT B.....		25
RESPONDENT’S PRICE REPLY .....		25
ATTACHMENT B .....		26
RESPONDENT’S SUPPLEMENTAL PRICE REPLY.....		26
ATTACHMENT C.....		30
STANDARD TERMS AND CONDITIONS.....		30
ATTACHMENT D.....		34
REFERENCES .....		34
ATTACHMENT E.....		35
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY.....		35

ATTACHMENT F .....	36
DRUG-FREE WORKPLACE .....	36
ATTACHMENT G .....	37
DISCLOSURE STATEMENT .....	37
ATTACHMENT H.....	38
SCRUTINIZED COMPANIES LISTS.....	38

**STATE OF FLORIDA  
DEPARTMENT OF EDUCATION  
INVITATION TO NEGOTIATE**

**CONTENT MANAGEMENT AND REVIEW SOLUTION**

**BID NUMBER: ITN 2024-51**

**SECTION 1 – INSTRUCTIONS**

**1.0 GENERAL INSTRUCTIONS TO RESPONDENT**

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1001 may be accessed at

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms).

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

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

**SECTION 2 – CONTRACT CONDITIONS**

**2.0 GENERAL CONTRACT CONDITIONS**

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1000 may be accessed at

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

## SECTION 3 - INTRODUCTION

### 3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for twelve (12) months thereafter. Award may be made to the responsible and responsive vendor that the Commissioner of Education determines will provide the best value to the state.

The resulting contract may be renewed for up to three (3) one-year terms. See Form PUR 1000 for renewal requirements.

### 3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to select the most qualified vendor to develop a comprehensive, modern, cloud-based solution for viewing K-12 instructional materials. The proposed solution should provide a singular method for parents, as well as district and school staff to view instructional materials, educational resources, and library media materials. Providing a statewide, centralized, easily accessible solution for access to these materials will allow for consistency with how the materials are searched, displayed, reviewed and accessed by users. Districts are currently making the materials accessible in various formats and platforms. Centralizing this process ensures that parents, districts, school staff and the public have access to the same information. The proposed solution must include the following components and functionalities:

- be scalable and configurable for each program's needs;
- be searchable and have the ability to categorize, tag, display, comment, and review instructional materials and resources;
- have the ability to set user permissions per assigned roles;
- have a built-in helpdesk, knowledge base and other support functions; and
- have the ability to integrate with other systems.

Subject to the limitations set forth in Sections 287.056 and 287.057, Florida Statutes, this contract may be renewed for up to 3 years.

### 3.2 BACKGROUND

In an effort to support Ch. 2022-22 *Laws of Florida*, Parental Rights in Education, the Department is working towards identifying a statewide solution to allow parents, district and school staff to access and view instructional materials, educational resources, and library media materials.

### 3.3 DEFINITIONS

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

"District" means an established State of Florida public K-12 school district.

"Educational resources" are used in a learning environment to assist with students' development and learning. They're designed to reinforce learning and are often in the public domain.

"Instructional Materials" includes textbooks, workbooks, library books and media materials, laboratory materials, computer software, videos, and tapes.

"Library media materials" means print and non-print materials collected, processed, and stored by school media centers that are available for student use.

"Public User" includes any resident of the county in which the district is established. This can include, but is not limited to, parents, grandparents, and/or guardians of students enrolled in a school within the county's district.

"School" means an established State of Florida public K-12 school within a district.

### 3.4 CRITICAL EVENT DATES

These are tentative dates for critical events. (ALL DATES IN ITN SUBJECT TO CHANGE),

EVENT	DATE
Invitation To Negotiate (ITN) Released	6/30/2023
Deadline for receipt of Technical Questions (E-mailed <i>(preferred)</i> or Fax)	7/14/2023 @ 3:00 pm ET
Department Response to Technical Questions received by deadline (this date is on or about)	7/31/2023
<b>REPLIES ARE DUE (FAX &amp; E-MAIL NOT ACCEPTABLE)</b>	8/21/2023 by 10:00 am ET
<b>Technical Replies will be opened in Room 344 Turlington Building</b> <i>OPENINGS WILL BE CONDUCTED VIA CONFERENCE CALL. TOLL-FREE: 888-585-9008; PIN: 818-095-394</i>	8/21/2023@ 10:30 am ET
Evaluation of Technical Replies	8/24/2023
Price Replies will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services staff during the evaluation stage.	
The Negotiation Committee will start negotiations (this date is on or about)	9/7/2023
The Agency Decision will be posted for 72 hours upon a final decision by the Commissioner of Education.	



## 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 check in at the security desk in the main lobby. Please allow at least 15 minutes prior to Proposal due time if hand-delivering the Reply to the Bureau of Contracts, Grants and Procurement Management Services.

### 4.3 REPLY QUESTIONS & ANSWERS

Any technical questions arising from this ITN should be sent, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Information Portal (VIP) at [MyFloridaMarket Place Vendor Information Portal](#) (click on Search Advertisements under the Florida Solicitation Advertisement section, then populate the Organization field with the Department of Education. Initiate search by clicking the Search button). Click on this Reply number to review posted documents. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Response.

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

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services, Tamara Harrington, 325 West Gaines Street, 344 Turlington Building, Tallahassee, Florida 32399-0400, **Preferred:** [Tamara.Harrington@fldoe.org](mailto:Tamara.Harrington@fldoe.org), or Fax Number: (850) 245-0719. See **SECTION 3.4 CRITICAL EVENT DATES** for question due dates.

### 4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

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

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

Section 120.57(3) (a) provides:

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

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

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

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

#### **4.5 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)**

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

Notices of changes (addenda) will be posted on the VIP, under this Reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Response. All addenda should be acknowledged by the Respondent's signature and subsequent submission of addenda with Reply when so stated in the addenda.

#### **4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

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

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

#### **4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF**

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

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

#### **4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL**

The Department takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records

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

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

If Respondent fails to submit a Redacted Copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records. Notwithstanding the foregoing, the Department reserves the right to disclose any materials as public records unless it determines, in its discretion, that an exemption to disclosure applies to the record.

Notwithstanding the foregoing, the Department reserves the right to disclose all material that it determines, in its sole discretion, to be a public record under Florida law.

#### **4.9. POOR PERFORMANCE NOTICE**

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

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

#### **4.10. WITHDRAWAL OF A REPLY**

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

#### **4.11. CONDITIONS TO THE REPLY**

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

#### **4.12 DISCLOSURE OF REPLY CONTENTS**

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

#### **4.13 AWARD**

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

### **SECTION 5 – SPECIAL CONDITIONS**

#### **5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA**

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

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

#### **5.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA**

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

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395

#### **5.2 IDENTICAL EVALUATION OF REPLIES**

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

#### **5.3 DISCLOSURE STATEMENT**

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

#### **5.4 SUB-CONTRACTING**

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

obligation under this contract; and despite any such sub-contracting, the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

In the event any sub-contractors are approved by the Department, the Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should report all subcontractors, including, but not limited to, certified minority, women and service-disabled veteran subcontracting activities using the attached Utilization Summary form, attached as Attachment E. The Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should provide the Utilization Summary form with each invoice submitted for payment, regardless if funds have not been spent with a certified minority, women or service-disabled veteran subcontractor for the period covered by the invoice. Contact the Florida Department of Management Services (DMS), Office of Supplier Diversity, for assistance identifying qualified minority, women, and service-disabled veteran companies. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is.

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

## **5.5 CONTRACTUAL OBLIGATIONS**

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

## **5.6 METHOD OF PAYMENT**

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

## **5.7 CONVICTED VENDOR LIST**

A company placed on the Convicted Vendor List may not submit a Reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](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

## **5.9 COSTS INCURRED IN RESPONDING**

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

## **5.10 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES**

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

## **5.11 PROHIBITION OF GRATUITIES**

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

## **5.12 INDEPENDENT PRICE DETERMINATION**

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

## **5.13 PERFORMANCE BOND**

A Performance Bond is not required for this project

## **5.14 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT**

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

A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

## **5.15 INFORMATION TECHNOLOGY REQUIREMENTS**

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

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.

## **5.16 SCRUTINIZED COMPANIES LISTS**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

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

## 5.17 SCRUTINIZED COMPANIES – TERMINATION

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

# SECTION 6 – SCOPE OF SERVICES

## 6.0 SCOPE OF SERVICES

The scope of services includes, but is not limited to the following:

- Build or configure a completely Contractor-hosted, web-based platform or Software as a Service (SaaS) content management solution that addresses the following requirements:
  - District/school users should have the ability to upload instructional materials and manage content for that district.
  - Public Users should have the ability to review instructional materials' content in its entirety.
  - Public Users should have the ability to submit comments/reasons for objection on the reviewed material and for that comment to trigger an alert/notification to the district that a comment has been submitted to initiate a school board review per the district's published process.
  - Include web-based interfaces for school district and parent users.
  - Include a Contractor-managed active directory (AD) or leveraging the Department's identity management solution.
  - Generates workflows for school districts to route and approve content.
- Creates standard and customized reports for the Department/school districts to review.
- Provides system-based ongoing training for district/school users.
- Provides Tier 1 telephone and email support.

**REQUIRED OUTCOME OF PROJECT:** The primary goal of the Department is to have a single platform that is easily accessible for parents and stakeholders to view materials and resources. The solution should support searching, displaying, reviewing, tagging, and commenting on materials and resources. The solution should also alert or notify the districts when a comment is made.

**ROLE OF THE CONTRACTOR:** The Contractor will be responsible for the following:

**Project Management –** The Contractor will provide ongoing project management throughout the project to ensure accuracy of requirements, timeliness of delivery, resource availability, and budget adherence.

**Contractor-hosted system -** The Contractor will provide a completely Contractor-hosted, web-based platform or Software as a Service (SaaS) solution.

Utilization Reporting – The Contractor must provide system utilization reports to the Department in an agreed upon format and at agreed upon intervals.

Accountability Reporting – The Contractor must provide quarterly reports by district of comments/objections/requests for review to the districts.

Access Control – The Contractor shall ensure that access to IT resources is limited to authorized users, processes, or devices, and to authorized activities and transactions.

Identity Management – The Contractor will manage users in Contractor managed Active Directory (AD) or may leverage the Department's single sign on solution (Azure AD).

Training - The Contractor will provide ongoing, system-based training for district/school users.

Maintenance – The Contractor shall provide services to support custom configurations or programming to support the districts' evolving business needs.

System Security – The Contractor must provide evidence of an annual security review completed by an independent auditor.

Support – The Contractor will provide a minimum Service Level Agreement (SLA) to include Tier 1 telephone and email support to district/school users Monday - Friday, 8am – 5pm ET, 24 hours a day, 7 days a week preferably United States based support.

**ROLE OF THE DEPARTMENT:** The Department will provide overall direction for the project by collaborating with the Contractor and serving as a liaison with school districts as appropriate.

Project Management – The Department will provide ongoing project management throughout the project to assist the Contractor with collection of requirements, timeliness of delivery, and Department resource availability.

Contract Management – The Department will provide contract management services to ensure the parameters of the contract are enforced and to ensure that approved deliverables, once invoiced, are paid within state guidelines.

#### **CRITERIA FOR FINAL COMPLETION OF PROJECT:**

The project will be complete once all deliverables have been completed, invoiced, and paid.

### **6.1 DELIVERABLES**

**Deliverable 1** - Provide a secure portal/web interface for members of the public to access and search for any instructional materials provided and/or used by K-12 districts/schools. Public users should have the ability to review the content of instructional materials in their entirety. Public users should also have the ability to submit comments/reasons for objection on the reviewed material and for their comments to trigger an alert/notification to the district that a comment has been submitted to initiate a school board review per the district's published process. District/school users should have the ability to upload instructional materials and manage content for that district.

**Deliverable 2** - Provide system-based training to district/school users. This may include supplying user manuals, how-to videos, FAQs, and other resources, but should be embedded in the system configuration.

**Deliverable 3** - Maintain system security, user authentication, and access control for district/school users. This may be accomplished using Contractor managed Active Directory (AD) or the Contractor may leverage the Department's



single sign-on solution (Azure AD). Provide evidence of an annual security review completed by an independent auditor.

**Deliverable 4** - Provide quarterly reports to the Department in an agreed upon electronic format providing quantitative data and narrative descriptions of the Contractor's activities and accomplishments during that time frame. The report shall contain, at a minimum, an executive summary and total system utilization for the quarter. It should also contain training and support information if applicable.

**Deliverable 5** - Provide quarterly reports to the districts in agreed upon electronic formats providing quantitative data and narrative descriptions of the comments/objections/requests for review by district during that timeframe.

**Deliverable 6** - Provide a minimum Service Level Agreement (SLA) to include Tier 1 telephone and email support to district/school users Monday - Friday, 8am – 5pm ET, 24 hours a day, 7 days a week using preferably United States based support.

**Deliverable 7 – (OPTIONAL)** Provide maintenance services to support future custom configurations or programming.

## 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 within two weeks of a written request for correction; the contract manager may approve: 1) withholding of payment proportionate to the deficient service or performance until the deficiency is cured, (2) request the contractor redo or otherwise cure the work, or (3) a reduced payment by the rate established under this contract proportionate to the deficient service or performance. 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 over payment.

## SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

### 7.0 REPLY SUBMISSION

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

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

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

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

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

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

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

## 7.2 REPLY FORMAT INSTRUCTIONS

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

### PART I TECHNICAL REPLY NUMBER ITN 2024-51

COMPANY NAME

CONTACT PERSON NAME AND PHONE

(One Separately Sealed Package for Technical)

### PART II PRICE REPLY NUMBER ITN 2024-51

COMPANY NAME

CONTACT PERSON NAME AND PHONE

(One Separately Sealed Package for Prices)

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

### 7.2.1 Preliminary Administrative Review

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

- **All Addenda**
- **Reference Form** (Attachment D) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- **Disclosure Statement Form** (Attachment G)
- **Scrutinized Companies Form** (Attachment H)
- **Transmittal Letter** – Provide a Transmittal Letter (on Company Letterhead) that contains the following:
  - a statement confirming that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply
  - the company's federal tax identification number
  - official company name, including "doing business as" (dba), parent company, etc.
  - a statement confirming that the Respondent has read, understands, and agrees to comply with all provisions of this ITN, unless changed during the negotiation process. By submitting a Reply,

the Respondent agrees to the terms and conditions of the ITN notwithstanding any statement in the Reply to the contrary. However, the Department will attempt to resolve any disagreements in the negotiation sessions.

- a statement confirming that the Respondent is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Respondent alternatively should confirm that authorization to do business in Florida will be secured prior to contract execution.
- a statement confirming that the Respondent is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Respondent should alternatively confirm that registration authorization will be completed prior to contract execution.
- a statement confirming that the Respondent has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions. In lieu of such statement, the Respondent should alternatively confirm that registration will be completed prior to contract execution.

### **7.2.2 Technical Reply (Part I)**

**(Do not include price information in Part I)**

The Respondent should submit **one (1) original, one (1) hard copy and two (2) copies in electronic format (compact disc (CD), flash drive, etc.) in Microsoft Word 10.0 or higher, or Adobe Acrobat (electronic file size should not exceed 12 MB)** of the Reply which is to be divided into the sections described below. **SECTION 7.2.1 PRELIMINARY ADMINISTRATIVE REVIEW** documents should be included at the beginning of the Technical Reply portion of the Reply. The Technical Reply should be submitted in a separate sealed package marked **"TECHNICAL REPLY FOR ITN 2024-51."**

#### **1. EXECUTIVE SUMMARY**

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

#### **2. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE**

The Respondent should provide at least three (3) references (Attachment D), which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law. Respondents should also include 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 Respondent should provide a description of its qualifications and prior experience performing tasks similar to those required in this ITN. The Plan should include a description of the Respondent's background and relevant experience that qualifies it to provide the products and services required by this ITN.

### 3. RESPONDENT'S TECHNICAL PLAN

The Respondent should provide a technical plan which explains technical approach and facility capabilities.

#### a. Technical Approach

The Respondent should explain the approach, capabilities, means to be used in accomplishing the tasks outlined in SECTION 6 of the ITN, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. The Respondent should also provide the estimated deliverable completion dates on the Deliverable Due Dates Form (Attachment A) and submit it to the Department as part of the Technical Reply. However, until the Respondent's proposed due dates are accepted by the Department, any due dates listed by the Department control.

#### b. Facility Capabilities

The Respondent should provide a description and location of the Respondent's facilities as they currently exist and as they will be employed for the purpose of this work.

### 4. RESPONDENT'S MANAGEMENT PLAN

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

#### a. Administration and Management

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

#### b. Identification of Key Personnel

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

#### 7.2.3 Price Reply (Part II)

The Respondent should submit **one (1) original, one (1) hard copy and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher.** The Respondent's price information should be submitted on the form provided in this ITN. Payment for services will be made based on the deliverables and dates specified in the resulting contract. The **Price Reply should be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2024-51 "**.

#### 7.2.4 Presenting the Reply

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

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

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

## SECTION 8 – OPENING, EVALUATION AND AWARD

### 8.0 REPLY OPENING

**OPENINGS WILL BE CONDUCTED VIA CONFERENCE CALL. TOLL-FREE: 888-585-9008; PIN: 818-095-394**  
**TECHNICAL REPLIES WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 344 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES.**

**PRICE REPLIES (which have corresponding responsive Technical Reply) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES at 325 WEST GAINES STREET, 344 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.**

### 8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department will evaluate and rank responsive Replies and, at the Department's sole discretion, may proceed to negotiate with one or more Respondent(s) selected. Technical Replies will be evaluated and scored by an Evaluation Committee selected by the Department. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein. Price Replies will be evaluated and scored by the Procurement Office who will complete tabulate scores and complete a technical summary.

#### 8.1.1 Seeking Clarification

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

#### 8.1.2 Criteria for Evaluation

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

The following point system is established for scoring Replies.

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

A) Executive Summary	N/A
B) Qualifications and Experience	30 points
C) Technical Plan	30 points
D) Management Plan	<u>30points</u>
<b>Total</b>	<b>90 points</b>
 E) Price	 <u>10 points</u>
<b>Total</b>	<b>100 points</b>

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

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

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

### **8.1.3 Criteria for Negotiations**

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

- A. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. The process may continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the state.
- B. The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C. Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.
- D. The focus of the negotiations will be on achieving the solution that provides the best value to the state.
- E. In submitting a Reply Respondent agrees to be bound to the terms of this ITN. However, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the state's best interest to do so.
- F. The Department reserves the right to reject any and all Replies, if the Department determines such action is in the best interest of the state or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

## **8.2 POSTING OF AGENCY DECISION**

The Agency's Decision will be posted in the Department's Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 344 Turlington Building, Tallahassee, Florida and on the VIP and will remain posted for a period of seventy-two (72) hours. (See **SECTION 3.4 CRITICAL EVENT DATES**.) It is the responsibility of all potential Respondents to monitor the VIP website for any posted information regarding this bid.

### **8.2.1 Protest of Intended Decision**

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

### **8.2.2 Inability to Post**

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

## **8.3 AWARD OF THE CONTRACT**

After negotiations are conducted, the Commissioner of Education may, at his or her discretion, make an award to the responsible and responsive vendor which the Commissioner determines to provide the best value to the state. Services will be authorized to begin when the Contractor receives a fully executed contract from the Department. Once awarded, the Department will provide notice of the award to the Contractor.

## ATTACHMENT A

### DELIVERABLE DUE DATE FORM

Based on the Scope of Work proposed, provide an estimated deliverable date for each Deliverable.

ESTIMATED DELIVERABLE COMPLETION DATE						
DELIVERABLE	ORIGINAL CONTRACT TERM			CONTRACT RENEWALS		
	YEAR 1			YEAR 1	YEAR 2	YEAR 3
Deliverable 1 - Secure Portal/Web Interface						
Deliverable 2 - System-based Training						
Deliverable 3 – Maintain System Security, User Authentication, and Access Control						
Deliverable 4 – Quarterly Reports to the Department						
Deliverable 5 - Quarterly Reports to Districts						
Deliverable 6 - Ongoing Tier 1 Help Desk support for district/school users						
Deliverable 7 - OPTIONAL Maintenance Services						



ATTACHMENT B

RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2024-51. All work shall be performed in accordance with this ITN, which has been reviewed and understood. **The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified in the contract. There shall be no additional costs charged for work performed under this ITN.**

ORIGINAL CONTRACT TERM (1 YEAR) TOTAL \$ \_\_\_\_\_

RENEWAL YEAR #1 \$ \_\_\_\_\_

RENEWAL YEAR #2 \$ \_\_\_\_\_

RENEWAL YEAR #3 \$ \_\_\_\_\_

RENEWAL TERM TOTAL \$ \_\_\_\_\_

GRAND TOTAL \_\_\_\_\_ \*

(Initial 1 Year Term + Renewal Year 1 + Renewal Year 2 + Renewal Year 3)

\*POINTS AWARDED WILL BE BASED ON THIS PRICE

Deliverable prices on the Supplemental page should equal the above amount."

SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.

VENDOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

AUTHORIZED AGENT (typed): \_\_\_\_\_

AUTHORIZED AGENT (manual): \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

## ATTACHMENT B

### RESPONDENT'S SUPPLEMENTAL PRICE REPLY

Respondents 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 ITN. 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 Reply may be used in the evaluation of the Reply.

ORIGINAL CONTRACT TERM (YEAR 1)	
DELIVERABLE	PRICE
Deliverable 1 - Secure Content Management System with Portal/Web Interface	\$
Deliverable 2 - System-based training	\$
Deliverable 3 – Maintain System Security, User Authentication, and Access Control	\$
Deliverable 4 – Quarterly Reports to the Department	\$
Deliverable 5 - Quarterly Reports to Districts	\$
Deliverable 6 - Ongoing Tier 1 Help Desk support for district/school users	\$
Deliverable 7 - OPTIONAL Maintenance services	\$
<b>TOTAL ORIGINAL CONTRACT TERM</b>	<b>\$</b>

*Remainder intentionally left blank.*

RENEWAL YEAR 1 of 3	
DELIVERABLE	PRICE
Deliverable 1 - Secure Content Management System with Portal/Web Interface	\$
Deliverable 2 - System-based training	\$
Deliverable 3 – Maintain System Security, User Authentication, and Access Control	\$
Deliverable 4 – Quarterly Reports to the Department	\$
Deliverable 5 - Quarterly Reports to Districts	\$
Deliverable 6 - Ongoing Tier 1 Help Desk support for district/school users	\$
Deliverable 7 - OPTIONAL Maintenance services	\$
<b>TOTAL RENEWAL YEAR 1</b>	<b>\$</b>

*Remainder intentionally left blank.*

RENEWAL YEAR 2 of 3	
DELIVERABLE	PRICE
Deliverable 1 - Secure Content Management System with Portal/Web Interface	\$
Deliverable 2 - System-based training	\$
Deliverable 3 – Maintain System Security, User Authentication, and Access Control	\$
Deliverable 4 – Quarterly Reports to the Department	\$
Deliverable 5 - Quarterly Reports to Districts	\$
Deliverable 6 - Ongoing Tier 1 Help Desk support for district/school users	\$
Deliverable 7 - OPTIONAL Maintenance services	\$
<b>TOTAL RENEWAL YEAR 2</b>	<b>\$</b>

*Remainder intentionally left blank.*

RENEWAL YEAR 3 of 3	
DELIVERABLE	PRICE
Deliverable 1 - Secure Content Management System with Portal/Web Interface	\$
Deliverable 2 - System-based training	\$
Deliverable 3 – Maintain System Security, User Authentication, and Access Control	\$
Deliverable 4 – Quarterly Reports to the Department	\$
Deliverable 5 - Quarterly Reports to Districts	\$
Deliverable 6 - Ongoing Tier 1 Help Desk support for district/school users	\$
Deliverable 7 - OPTIONAL Maintenance services	\$
<b>TOTAL RENEWAL YEAR 3</b>	<b>\$</b>

*Remainder intentionally left blank.*

## ATTACHMENT C

### STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
  - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
  - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
  - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
  - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
  - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
  - B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
  - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & [contractcustodian@fldoe.org](mailto: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 Contract 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 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-1.033, Florida Administrative Code, unless exempt therefrom.
- 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(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. 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.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- 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.
- XLI. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, [https://www.flgov.com/wp-content/uploads/orders/2020/EO\\_20-44.pdf](https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf)
- XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.

## 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](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd).

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

<b>MBE CONTRACTORS Full Name, Address, Telephone Number</b>	<b>State Certified</b>	<b>Non-Certified</b>	<b>Non-Profit</b>	<b>Dollar Amount</b>

Total Amount     \$ \_\_\_\_\_

Certified True and Correct by:

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Submit Report to:

Mr. Winston McGriff  
Bureau of Contracts, Grants and  
Procurement Management Services  
325 West Gaines Street  
344 Turlington Bldg.  
Tallahassee, FL 32399-0400

For additional information, you may call Mr. McGriff at (850) 245-0733, or e-mail [winston.mcgriff1@fldoe.org](mailto:winston.mcgriff1@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: \_\_\_\_\_