

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

INVITATION TO NEGOTIATE REGISTRATION

COMPLETE AND RETURN THIS FORM

Reply Number: ITN 2015-59

Title: COMMON ASSESSMENT INSTRUMENT FOR FLORIDA JUVENILE JUSTICE EDUCATION PROGRAMS

Date & Time Reply Due: JANUARY 29, 2015 @ 11:00 AM EASTERN TIME (ET)

Potential Contractors should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete the information below and send **this sheet only** to below e-mail address (preferred). Form may also be faxed to fax number (850) 245-0719, or mailed to 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

For further information on this process, you may contact Fran Shewan – fran.shewan@fldoe.org at via FAX (850) 245-0719.

(Revised 07/01/2014)

State of Florida
Department of Education

INVITATION TO NEGOTIATE

COMMON ASSESSMENT INSTRUMENT FOR
FLORIDA JUVENILE JUSTICE EDUCATION PROGRAMS

BID NUMBER: ITN 2015-59

DEADLINE FOR TECHNICAL QUESTIONS: JANUARY 5, 2015 @ 12:00 PM, ET
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: JANUARY 29, 2015 @ 11:00 AM, ET

MAIL OR DELIVER REPLIES TO:

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

Table of Contents

INVITATION TO NEGOTIATE REGISTRATION	1
SECTION 1 - OVERVIEW	5
1.0 GENERAL INSTRUCTIONS TO RESPONDENT.....	5
SECTION 2 – CONTRACT CONDITIONS	5
2.0 GENERAL CONTRACT CONDITIONS.....	5
SECTION 3 - INTRODUCTION	6
3.0 INTENT.....	6
3.1 PURPOSE.....	6
3.2 BACKGROUND.....	6
3.3 DEFINITIONS.....	6
3.4 CRITICAL EVENT DATES.....	7
SECTION 4 – SPECIAL INSTRUCTIONS	7
4.0 PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference <u>will not be held</u>	7
4.1 VISITOR'S PASS TO THE TURLINGTON BUILDING.....	7
4.2 REPLY QUESTIONS & ANSWERS.....	7
4.3 PROCUREMENT PROTESTS / NOTICE OF RIGHTS.....	8
4.4 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA).....	8
4.5 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL.....	8
4.6 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF.....	9
4.7 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.....	9
4.8 POOR PERFORMANCE NOTICE.....	9
4.9 WITHDRAWAL OF A REPLY.....	10
4.10 DISCLOSURE OF REPLY CONTENTS.....	10
4.11 AWARD.....	10
SECTION 5 – SPECIAL CONDITIONS	10
5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA.....	10
5.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA.....	10
5.2 OTHER CONDITIONS.....	10
5.3 IDENTICAL EVALUATION OF REPLIES.....	10
5.4 DISCLOSURE STATEMENT.....	11
5.5 SUB-CONTRACTING.....	11
5.6 CONTRACTUAL OBLIGATIONS.....	11
5.7 METHOD OF PAYMENT.....	11
5.8 CONVICTED VENDOR LIST.....	11
5.9 DIVERSITY IN CONTRACTING.....	11
5.10 COSTS INCURRED IN RESPONDING.....	12
5.11 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES.....	12
5.12 PROHIBITION OF GRATUITIES.....	12
5.13 INDEPENDENT PRICE DETERMINATION.....	12
5.14 FINANCIAL CONSEQUENCES.....	12
5.15 PERFORMANCE BOND.....	12
5.16 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT.....	12
5.17 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY.....	13
SECTION 6 – SCOPE OF SERVICES	13
6.0 SCOPE OF SERVICES.....	13
6.1 DELIVERABLES.....	15
6.2 FLORIDA DEPARTMENT OF EDUCATION EXTERNAL COMPUTER SYSTEM HOSTING REQUEST PROCESS.....	19

SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT	28
7.0 REPLY SUBMISSION.....	28
7.1 MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail).....	28
7.2 REPLY FORMAT INSTRUCTIONS.....	28
SECTION 8 – OPENING, EVALUATION AND AWARD	32
8.0 REPLY OPENING.....	32
8.1 REPLY EVALUATION AND NEGOTIATION PROCESS.....	32
8.2 EVALUATIONS.....	33
8.3 POSTING OF INTENDED AWARD.....	34
8.4 AWARD OF THE CONTRACT.....	34
ATTACHMENT 1	35
RESPONDENT'S PRICE REPLY.....	35
ATTACHMENT 2	55
DRUG-FREE WORKPLACE.....	55
ATTACHMENT 3	56
DISCLOSURE STATEMENT.....	56
ATTACHMENT 4	57
REFERENCES FORM.....	57
ATTACHMENT 5	58
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY.....	58
ATTACHMENT 6	59
CONTRACT STANDARD TERMS AND CONDITIONS.....	59

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
INVITATION TO NEGOTIATE

COMMON ASSESSMENT INSTRUMENT FOR
FLORIDA JUVENILE JUSTICE EDUCATION PROGRAMS

NUMBER: ITN 2015-59

SECTION 1 – OVERVIEW

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

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

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

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

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

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

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

SECTION 3 – INTRODUCTION

3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified Vendors to establish a term Contract of which the term is anticipated to begin upon execution of the Contract and be effective for 36 months thereafter. Award will be made to the responsible and responsive Vendor that the Department determines will provide the Best Value to the State.

The resulting Contract may be renewed for up to an additional three (3) one-year renewals, see Form PUR 1000 for renewal requirements.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit replies for activities designed to implement a common assessment instrument in the Florida Department of Juvenile Justice (DJJ) education programs.

3.2 BACKGROUND

Section 1003.52(3)(b), F.S., requires the Florida Department of Education (FLDOE), with the assistance of school districts, to identify and select a common student assessment instrument and assessment procedures for measuring student learning gains and student progress while a student is in a DJJ education program. Currently this assessment applies to students in Prevention, day treatment and residential programs who are in attendance for a minimum of 45 school days.

Historically the Department has implemented a norm-referenced traditional academic assessment of reading/language arts and mathematics skills. Currently, the Department wishes to pursue academic assessments that align with job/career readiness skills. Skill alignment with expectations of employers should not reduce the rigor of the academic instruction and assessment. The estimated budget for this endeavor is \$90,000.00 annually.

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 objective factors that include, but are not limited to, price, quality, design, and workmanship. A "Responsive Bid" is a Reply submitted by a responsive and responsible Vendor which conforms in all material respects to the solicitation. However, for purposes of determining what is material, refer to **SECTION 1** of this ITN. Use of the terms "shall," "will," and "must," or the designation of items as "requirements," does not mandate that such items are material. The Department reserves the right to waive deviations, in its discretion, and resolve any issues in the negotiation phase. "Deliverable" means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

3.4 CRITICAL EVENT DATES

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

CRITICAL EVENT SCHEDULE	DATE
Invitation to Negotiate Released	December 19, 2014
Deadline for Technical Questions (email acceptable and preferred)	January 5, 2015 @ 12:00 PM, ET
Department Response to Technical Questions received by deadline (this date is on or about)	January 12, 2015
Technical and Price Replies are Due (FAX & EMAIL NOT ACCEPTABLE)	January 29, 2015 @ 11:00 AM, ET
Technical Replies will be opened in Room 332 Turlington Building (Step 1)	January 29, 2015 @ 11:15 AM, ET
The Department will evaluate the Technical Replies (Room #TBD, Turlington Building) (Step 2)	February 11, 2015
Price Replies will be evaluated by the Bureau of Contracts, Grants, and Procurement Management Services staff during the evaluation stage.	
Negotiation Committee will start negotiations (this date is on or about) (Step 3)	February 24, 2015
The Intent to Award will be posted for 72 hour upon completion of the negotiation meeting and a final decision by the Department.	

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 PRE-SOLICITATION CONFERENCE:

A Pre-Solicitation Conference will not be held.

4.1 VISITOR'S PASS TO THE TURLINGTON BUILDING

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

4.2 REPLY QUESTIONS & ANSWERS

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

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

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services
Fran Shewan
325 West Gaines Street, 332 Turlington Building
Tallahassee, Florida 32399-0400
E-Mail Address (preferred): fran.shewan@fldoe.org
Fax Number: (850) 245-0719

See **SECTION 3.4**, Critical Event Dates for question due dates.

4.3 **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 4.2** above.

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

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

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

4.5 **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.

4.6 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Respondents shall not communicate with any Department staff concerning this ITN except for the Department contact person identified in **SECTION 4.2, 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.

4.7 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 must clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent must also simultaneously provide the Department with a separate redacted copy of its Reply. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its Reply to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent should also provide two (2) electronic copies (flash drive, compact disc (CD), etc.) of their Redacted Copy.**

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

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

4.8 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.

4.9 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 4.2, REPLY QUESTIONS AND ANSWERS** of this ITN.

4.10 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.

4.11 AWARD

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

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

5.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

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

5.2 OTHER CONDITIONS

Other 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.

5.3 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 2.

5.4 DISCLOSURE STATEMENT

The Disclosure Statement Form (Attachment 4) should be signed and submitted with the Reply.

5.5 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.

The Contractor shall report all Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment 5. A list of subcontractors shall be provided to the Department's Contract Manager upon execution of the Contract. The Prime Contractor shall submit the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a Minority 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/.

5.6 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Attachment 6 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.

5.7 METHOD OF PAYMENT

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

5.8 CONVICTED VENDOR LIST

A company placed on the Convicted Vendor List may not submit a Reply or be awarded a Contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

5.9 DIVERSITY IN CONTRACTING

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

5.10 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.

5.11 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES

A Respondent, its subsidiaries, affiliates, or related entities shall be 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, or rejection of one or more of the Replies at the Department's discretion. A subsidiary or affiliate of a prime Respondent may also be included as a subcontractor in another Respondent's Reply.

5.12 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.

5.13 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.

5.14 FINANCIAL CONSEQUENCES

The Contract Manager shall periodically review the progress made on the contract deliverables. If the Contractor fails to meet and comply with the deliverables established in the Contract or to make appropriate progress on contract deliverables the Contract Manager may apply the financial consequences included below. Accurate and timely delivery is imperative and, as a result, the Contract will include the following provisions for the completion of the work and Deliverables identified in the Contract.

- The Contract Manager may approve a partial invoice payment for the deliverables completed during the quarter,
- If there are any incomplete deliverables due for the quarter included on the Contractor's invoice – these will be deducted from the invoice,
- The Contract Manager may request the Contractor redo the work related to a deliverable and adjust any invoice received by the amount of the deliverable. Payment will not be made until the work that must be redone is completed and approved by the Contract Manager,
- All of the above or,
- Terminate the Contract.

The Contractor will be notified in writing concerning Department action(s), including specifics of the work not provided, the deliverable(s) considered to be incomplete and the partial amount to be paid based on the work completed.

In the event of any delays by the Department in furnishing contractually required information or materials, which cause the Contractor to be delayed in performing work or completing deliverables, the time for performance by the Contractor shall be extended by an amount of time equal to the delay created by such occurrences or a new due date shall be negotiated.

5.15 PERFORMANCE BOND

A Performance Bond is not required for this project.

5.16 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

17(a)c 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.

5.17 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Respondents submitting Replies to this solicitation must 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.

SECTION 6 – SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

Section 1003.52(3)(b), F.S., requires the Florida Department of Education, with the assistance of school districts, to identify and select a common student assessment instrument and assessment procedures for measuring student learning gains and student progress while a student is in a juvenile justice education program. Currently this assessment applies to students in Prevention, day treatment and Residential programs who are in attendance for a minimum of 45 school days.

6.0.1 Expected Number of Florida Districts, Programs, and Students

Thirty- five (35) Florida school districts currently support educational programs in day treatment or residential facilities. Across these districts there are currently 32 day treatment and 57 Residential programs. The number and location of programs may vary over time as these factors are determined by the needs and requirements of the DJJ. In 2013-2014, there were approximately 7,786 students in DJJ day treatment or Residential education programs. Approximately 78 percent of these students were ages 15-18 at the time of admission. A breakdown of number of students by age is provided as follows:

Student Age	Number of Students
10	1
11	36
12	174
13	511
14	971
15	1711
16	1965
17	1910
18	483
19	22
20	2
Total Students	7,786

6.0.2 Communication between the Contractor and the Department

The Contractor is expected to provide a sufficient number to support programs and districts to implement the Contract. One person from the Contractor's staff should be designated as the project manager. This person should be a member of the regular organizational staff with sufficient professional knowledge and experience within the company or institution in coordinating or implementing activities as identified by this ITN and with sufficient authority across departments within the organization to ensure that the Contract has the necessary priority to be completed on time. One staff member from the Department will be assigned to be the project manager.

6.0.3 Reading and Math Assessments

The Department is required to provide entry and exit assessments for students in DJJ education programs in the areas of English language arts (ELA) and mathematics. These will be administered throughout the year as students enter and exit the DJJ education system. The assessments must be aligned to Florida's education standards in these subject areas. The assessment may be custom, existing, or a combination of either, and the Department prefers a computer-based assessment that incorporates a variety of accommodations for students with disabilities. The assessment may consist of any test item types as long as they are machine scoreable. The assessment instrument must be sensitive enough to measure student growth over short time spans, which could be as little as 60 days for any given student between entry and exit assessment.

6.0.4 Assessment Materials

For any computer-based assessment, the Department requires that it be internet based and that it be hosted and maintained by the Contractor. Where there are limitations on internet capability within a DJJ facility, the assessment should be supported either as a locally- installed application on a computer, or as a server based application supported through a local network within the DJJ facility and then accessible by a computer without the need for an internet connection.

6.0.5 Educator Training and Technical Assistance

Training and technical assistance in the initial and on-going implementation of the assessment must be available to all Prevention, day treatment, and Residential DJJ education programs. Specifically, the Contractor will provide trainings to all DJJ education programs on the administration of the assessment. This may be provided through on site or virtual trainings, and should be made available at least every two weeks for the term of the contract. The Contractor shall maintain a toll-free number and e-mail address to provide technical assistance to programs. In some circumstances, the Contractor must be able to provide in person technical assistance to programs required to implement this assessment. The Contractor will provide quarterly reports to the Department that includes a summary of training/technical assistance provided to DJJ programs.

6.0.6 Student Results

Student assessment reports of results should include sufficient information so that DJJ education programs can plan for the students' instructional needs, and to help determine DJJ education program effectiveness. The assessment results should provide information to locate the students on a scale, such as a grade-level equivalent scale, in each subject area

6.0.7 Data Management System and Extract

Student data and test results must be available for import into an automated student database to be used in statewide and school reports. Results files must contain student-level information from each administration of the test, whether it is an entry assessment or an exit assessment, and each assessment taken by any student must be treated as a separate administration.

The Contractor will provide quarterly reports to the Department summarizing enrollment and usage for the quarter. In addition, the Contractor will provide a yearly (July 1 through June 30) data extract by August 31 following the end of the fiscal year. This data extract shall be an electronic file of all applicable student-level data from participating DJJ education programs. The Department will work with the Contractor to clarify the format of the data extract. Once a file format layout is agreed upon, the Contractor must adhere to the layout for each quarterly report. The student data shall include the following:

- First Name
- LastName
- Date of birth
- District Student ID (SSN/ID)
- DJJ Individual ID
- Gender

- Race and Ethnic Group
- AssessmentCenterName
- AssessmentCenterCounty
- Test Date (Entry and Exit)
- School MSID number
- District ID

6.1 DELIVERABLES

Deliverables are the products/events that trigger payment by the Department when the Contractor has completed the work. Evidence of completion and completion dates for the Deliverables as specified below should be included in the Respondent's Technical plan. The Respondent may make changes to the deliverables listed below including the description and evidence of completion and/or add additional deliverables as applicable to the Respondent's response to this ITN. Finalization of the Contract deliverables will be completed during the negotiation process. See Deliverables table next page.

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6.1 Deliverables Table

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post-tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.	
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format that will provide measures of student achievement in English language arts and mathematics. The Contractor will be responsible for hosting and maintaining web-based assessments and information.	Quarterly report. See deliverable #8	

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.	
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite, as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.	
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.	
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.	

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.	
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs that includes the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.	

6.2 FLORIDA DEPARTMENT OF EDUCATION EXTERNAL COMPUTER SYSTEM HOSTING REQUEST PROCESS

The Florida Department of Education (FLDOE) is acutely aware of the responsibilities to protect the unauthorized access to Student Personally Identifiable Information (PII) per State and Federal statutes. FLDOE has resolved to ensure that every possible effort is made to safeguard and protect Student PII within computer systems that FLDOE hosts or FLDOE manages through third party providers. For the this purpose, FLDOE is requiring that all future systems hosted external to FLDOE follow the process herein defined.

Contractor must submit a written certification to the Florida Commissioner of Education or the designee that no PII data as defined by the Family Educational Rights and Privacy Act (FERPA) at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/library/1031.html> is stored or utilized in the system.

If the Contractor does not certify that PII data is not present in system, the FLDOE reserves the requirement that the computer systems shall be physically hosted at FLDOE's State Primary Data Center, North West Regional Data Center (NWRDC) at Tallahassee, FL (<http://www.nwrdc.fsu.edu/>) within the Enterprise Computing System environment or the Unified Computing System environment that provides FLDOE the security and facility requirements to assure that Governor's Executive Order under Section 2 (c) (<http://www.flgov.com/wp-content/uploads/2013/09/EO-13-276.pdf>) are in place.

If the Contractor believes there exists a technology reason(s) as to why it is unable to meet the requirements to physically host the computer systems at FLDOE's State Primary Data Center NWRDC at Tallahassee, FL, the Contractor must submit a written request for an exemption with the technology reason(s) defending the exemption request. It shall be up to the Florida Commissioner of Education or the designee to grant an exemption.

If the FLDOE finds in favor to exempt the requirement that the computer systems shall be physically hosted at FLDOE's State Primary Data Center NWRDC at Tallahassee, FL, and FLDOE is satisfied that the technology solution proposed will be provided through a Software as a Service (SAAS) engagement, the Florida Commissioner of Education or the designee will require the Contractor to comply with the following External Hosting Security Requirements and Non-State Primary Data Center Facility Requirements to assure measures are in place to meet Governor's Executive Order under Section 2 (c).

Non-State Primary Data Center Security Requirements

All security monitoring and management tools are required to be approved by the FLDOE Information Security Manager (ISM).

Location of FLDOE Data

- The Contractor is to provide FLDOE documentation that validates that FLDOE data will not be stored by or transmitted from the data center outside the borders of the United States. This must be validated in policy, procedures, third party agreements and contracts, and network diagrams and controls.

Non-Disclosure Agreements

- Both the Contractor and FLDOE shall be bound by non-disclosure agreements regarding the data that is shared. FLDOE must treat the Contractor's provided information stipulating their security measures as confidential. All security related materials shall be disseminated to FLDOE staff on a "need-to-know" basis. This would include at a minimum the FLDOE Information Security Manager, Chief Information Officer (CIO), and the Deputy CIO.
- All Contractor staff shall be expected to abide by a non-disclosure agreement of FLDOE confidential data.

System Problem Reporting and Escalation

The Contractor must provide:

- A calling tree containing hours of operation, contacts and escalation procedures for all aspects of the services provided.

- A 24x7 contact(s) and phone number to be leveraged immediately if the Department ISM or delegate requires action taken on a system in a security event.

Data Protection Requirements

Data At Rest:

The Contractor must provide the following security measures and controls.

- Employ strong whole-disk or folder level encryption for all FERPA PII for data not residing in the database.
- For databases, implement full database or column-level encryption for FERPA PII data.
- Implement sound key management procedures and processes that accommodate proper separation of duties and least-privilege for users and applications.

Data In Transit:

- The Contractor must provide the following security measures and controls.
- Implement a Virtual Private Network (VPN) using either IPsec or SSL for all remote systems that need to transmit FERPA PII data.
- Implement encryption for all systems and users that may need to transmit FERPA PII data.

Scanning

The Contractor must provide the following security measures and controls.

- The Contractor shall supply the FLDOE ISM a monthly report of all security scan results or integrate the hosting systems with FLDOE's existing security scanning solutions. The Contractor is expected to remediate all higher-level vulnerabilities within one week of discovery and provide a progress report to reflect all corrective actions.
- Change management must include vulnerability scans and application scans and their full reports to ensure no new vulnerabilities were introduced.
- Known vulnerabilities must be remedied or mitigated within three business days of discovery.
- The tools used for scanning must be approved by the FLDOE ISM, and all requested reports must be made available via a secure method (to be agreed upon by FLDOE and the Contractor) within four hours of the request.

Web Application Scanning

The Web Application Scanning must provide the following:

- Scan Web applications hosted in physical, virtual and cloud environments
- Detect sensitive content in HTML (such as Credit Card number, SSNs and custom strings)
- Discover OWASP Top 10 and WASC Threat Classification security risks
- Test all entry/attack points, including cookies, referrer, URL parameters, form fields and directories
- Provide performance tuning and scheduling options
- Profile Web applications to reduce false positives
- Catalog and tracks status of scanned applications

System Vulnerability Scanning

The scanning solution must provide the following:

- Highly accurate internal and external vulnerability scanning
- Supports physical, cloud and virtual infrastructure
- A Flexible reporting and remediation workflow tools via on-demand portal
- Policy and compliance scanning to satisfy requirements based on the service provided e.g. FERPA

Penetration Testing

A penetration test subjects a system to real-world attacks selected and conducted by a certified external security service provider.

Penetration test results from an approved provider are required to be submitted to the FLDOE ISM annually containing the following information:

- How difficult it is to obtain data from outside of the network
- Which information is at risk
- What measures should be implemented to protect your assets
- If applicable, a 30 day plan to correct discovered risks and proof that the plan has been successfully implemented and retest

Log Monitoring

FLDOE must have 24/7/365 monitoring of all logs that indicate the health and security status of FLDOE data on the network. This includes log correlation of IDS/IPS, Firewalls, and Servers that connect to FLDOE systems storing and processing data.

The tools used for scanning must be approved by the FLDOE ISM, and all requested reports must be made available via a secure method (to be agreed upon by FLDOE and the Contractor) within four hours of the request.

The Contractor shall provide log monitoring to include the following:

- 24x7 security event and log monitoring and analysis
- Real-time security event response to known and emerging threats
- Escalation procedures that notify the Florida Department of Education's ISM of discovered threats or attacks
- Automated log analysis and compliance reporting
- Integration with virtually any security device or critical information asset
- Asset-based security reporting
- Unlimited, unmetered access to certified security expert
- Logs are to be retained/archive for up to one year.

Managed IDS/IPS Management

The managed IDS/IPS solution must provide the following:

- Device provisioning and deployment
- Performance and availability management
- Device upgrades and patch management
- Policy and signature management
- Real-time threat monitoring and response notifying the Departments ISM
- On-demand security and compliance reporting
- Flexible co-management options
- Unlimited and unmetered expert support
- Auditable and accurate change management
- Enterprise class backup and recovery

Web Application Firewall Services

The web application solution must provide the following:

- Real-time, 24x7 security event monitoring and response
- Alerting on activity to blocked ports or know malicious IP addresses
- Inspection of all inbound and outbound application traffic to include encrypted traffic
- On-demand security and compliance reports via a customer portal
- Deep packet inspection

System Hardening

The Contractor shall provide the following:

- Ensure all ports and protocols not required for the system(s) to be managed or perform the services contracted must be blocked and a port matrix of required ports provide to FLDOE ISM.

Antivirus/Malware Threat Protection

The Contractor shall provide the following:

- Real-time enterprise class Anti-Virus/Spyware monitoring of all data require real-time scanning in which a portal to be monitored by the Departments ISM and or delegates is available and configured to alert the Department upon discovery of threats.
- A full weekly scan for viruses and malware is required in which discovered threats are alerted to the Department. The Departments ISM must approve all real-time scanning exclusions.

Patch Management

The Contractor shall provide the following:

- Patches must be tested and vetted as stable before rolling out into production.
- Contractor must provide FLDOE with their patch management and change management policies and procedures.

Liabilities for Breach of Data or failure to perform

- Liabilities for breach of confidential FERPA PII data shall be the sole responsibility of the data center (custodian) if an independent forensics investigation deems the breach was the cause of failure by the data center to meet industry best practices or the requirements outlined in this document.
- Liabilities will be shared if the data center met it obligations and exercised due care and diligence.
- Liabilities will be FLDOE's if administrative controls by FLDOE allowed unauthorized access to FLDOE data. E.g. FLDOE allows shared passwords or does not properly vet administrative access knowingly or unknowingly.

Non-State Data Center Facility Requirements

SAS 70 Type 2 Audit

- The Contractor must provide a SAS 70 Type 2 audit report for review by the FLDOE. This report must reflect the Contractor's information security posture and use of internal controls to safeguard FLDOE confidential data.
- FLDOE will evaluate the findings and does expect the following controls to be present and addressed. The Contractor must certify via a SAS 70 Type 2 audit that the Data Center to house and process FLDOE data has met or exceeded the requirements stipulated in this Data Center Security Checklist.
- Any controls not covered in this audit that are stipulated requirements in this document must be certified by an independent accredited audit firm as being in place and enforced.
- SAS 70 Type 2 Audit report submitted to FLDOE
- Definitions: The key words "must", "must not", "required", "shall", "shall not", "should", "should not", "recommended", "may", and "optional" in this document are to be interpreted as described in RFC 2119 (Bradner, 1).¹

¹ Bradner, S. "Key words for use in RFCs to Indicate Requirement Levels." IETF RFC Repository. Mar. 1997. <<http://www.ietf.org/rfc/rfc2119.txt?number=2119>>.

Property Section

Site Location

Natural Disaster Risks

The site location of the data center must have been constructed to withstand common natural disasters for that area. Natural disasters include but are not limited to forest fires, lightning storms, tornadoes, hurricanes, earthquakes and floods.

Man-Made Disaster Risks

The site location must be located in an area where the possibility of man-made disaster is low. Man-made disasters include but are not limited to plane crashes, riots, explosions, and fires. The site must not be adjacent to airports, prisons, freeways, stadiums, banks, refineries, pipelines, tank farms, and parade routes.

Infrastructure

The electrical utility powering the site must have a 99.9% or better reliability of service. Electricity must be received from two separate substations (or more) preferably attached to two separate power plants. Water should be available from more than one source. Using well water as a contingency is an option. There must be connectivity to more than one access provider at the site.

Sole purpose

The data center must not share the same building with other offices, especially offices not owned by the organization. If space must be shared due to cost then the data center should not have walls adjacent to other offices.

Site Perimeter

Perimeter

The area surrounding the facility must be well lit and must be free of obstructions that would block surveillance via CCTV cameras and patrols.

Where possible, parking spaces should be a minimum of 25 feet from the building to minimize damage from car bombs.

There should be a fence around the facility at least 20 feet from the building on all sides.

There should be a guard kiosk at each perimeter access point.

There should be an automatic authentication method for data center employees (such as a badge reader reachable from a car).

Surveillance

There must be CCTV cameras outside the building monitoring parking lots and neighboring property.

Vehicles belonging to data center employees, contractors, guards, and cleaning crew must have parking permits. Service engineers and visitor vehicles must be parked in visitor parking areas. Vehicles not fitting either of these classifications should be towed.

There should be guards patrolling the perimeter of the property.

Outside Windows and Computer Room Placement

The site location must not have windows to the outside placed in computer rooms. Such windows could provide access to confidential information via Van Eck Radiation and a greater vulnerability to HERF gun attacks. The windows also cast sunlight on servers, unnecessarily introducing heat to the computer rooms.

The computer room housing FLDOE data should be within the interior of the data center. If the computer room must have a wall along an outside edge of a data center there should be a physical barrier preventing close access to that wall.

Access Points

Service engineers and cleaning crew requiring badges to enter the building must be required to produce picture ID in exchange for the badge allowing access.

A log of equipment being placed in and removed from the facility must be kept at each guard desk listing what equipment was removed, when and by whom.

Loading docks and all doors on the outside of the building should have some automatic authentication method (such as a badge reader).

Each entrance should have a mantrap (except for the loading dock), a security kiosk, physical barriers (concrete barricades), and CCTV cameras to ensure each person entering the facility is identified.

Security Kiosks should have access to read the badge database. The badge database should have pictures of each user and their corresponding badge.

Badges must be picture IDs.

Computer Room

Access

There must be signs at the door(s) marking the room as restricted access and prohibiting food, drink, and smoking in the computer room.

There must be an automatic two-factor authentication method at the entrance to the room (such as a badge reader and pin code, or finger print reader and pin code).

Doors must be fireproof.

There should only be two doors to each computer room.

Access must be restricted to those who need to maintain the servers or infrastructure of the room.

Access should be restricted to emergency access only during moratoriums for holidays.

Service engineers must further go to the NOC to obtain access to computer room badges.

Infrastructure

Computer Rooms must be monitored by CCTV cameras.

Each computer room should have redundant access to power, cooling, and networks.

There must be at least an 18" access floor to provide for air flow and cable management.

The computer room should have air filtration.

The computer room should have high ceilings to allow for heat dispersal.

Environment

The computer room must maintain temperature between 55 and 75 degrees Fahrenheit and a humidity of between 20 and 80 percent.

Environmental sensors should log the temperature and humidity of the room and report it to the NOC for monitoring and trend analysis.

Fire Suppression

There must be an installed fire suppression system that employs current industry best practices for effectiveness and safety.

There must be fire extinguishers located in each computer room.

There must be emergency power off switches inside each computer room.

There may be respirators in the computer rooms.

There must not be wet pipe sprinkler systems installed.

Shared Space

It is assumed that FLDOE data will be housed in a shared space within the computer room. The computer equipment used for FLDOE data must be in a locked cabinet.

There must be physical and logical segmentation from non-FLDOE data systems to ensure that compromise of other systems housed in the computer room cannot directly impact (e.g. spread of malware) FLDOE data.

Facilities

Cooling Towers

There must be redundant cooling towers.

Cooling towers must be isolated from the Data Center parking lot.

Power

There must at least be battery backup power onsite with sufficient duration to switch over to diesel power generation.

There must be diesel generators on site with 72 hours of fuel also on site.

The data center must have a contract in place to get up to a week of fuel to the facility.

Trash

All papers containing sensitive information must be shredded on site or sent to a document destruction company before being discarded.

Dumpsters must be monitored by CCTV.

NOC

The NOC must have fire, power, weather, temperature, and humidity monitoring systems in place.

The NOC must have redundant methods of communication with the outside.

The NOC must be manned 24 hours a day.

The NOC must monitor news channels for events which effect the health of the data center.

Disaster Recovery

Disaster Recovery Plan

The data center must have a disaster recovery plan. The plan must address the following issues:

Definition of what constitutes a disaster?

Identify who gets notified regarding a disaster and how?

Identify who conducts damage assessment and decides what back-up resources are utilized?

Identify where are backup sites are located and how they are maintained and describe the their maintenance schedule?

Describe how often the plan is updated and tested.

Describe how the plan is tested and the frequency of the tests.

Describe what conditions trigger plan updates?

A list of people within the organization to notify must be maintained by the NOC of the data center including pager, office, home, and cell numbers and Instant Message Names if available.

Offsite Backup

There must be regular offsite backups of essential information.

There must be a backup policy in place listing the procedure for restoring from backup and allowing for the scheduling of practice runs to test that the backups work.

Redundant Site

Redundant servers may be set up in another data center. However, if the servers are set up then they must be tested during a "dry run" to ensure that they will switch over properly during a disaster.

The servers must also be protected with the same security measures as the primary FLDOE data systems.

People Section

Outsiders

Guards

Security guards must submit to criminal background checks.

Guards must be trained to follow and enforce physical security policy strictly (for example ensuring that everyone in the facility is wearing a badge).

Cleaning Staff

Cleaning crews must work in groups of at least two.

Cleaning crews must be restricted to offices and the NOC. If cleaning staff must access a computer room for any reason they must be escorted by NOC personnel.

Service Engineers

Service engineers must log their entering and leaving the building at the entrance to the building.

The NOC must log their badge exchange to access a computer room.

Visitors

Visitors must be escorted by the person whom they are visiting at all times.

Visitors must not be allowed access to the computer room without written approval from data center management.

All visitors who enter computer rooms must sign a Non-Disclosure Agreement.

Users

Education

Users must be educated to watch out for potential intruders who may shoulder surf or directly attempt social engineering.

Users must be educated on securing workstations and laptops within the facility and laptops outside the facility, awareness of surroundings, and emergency procedures.

Policy

All users at the facility must sign Non-Disclosure Agreements.

A Physical Security Policy is to be signed by each user and enforced by security guards.

Background Checks

Data center staff must submit to criminal background checks.

Disaster Recovery

Organizational Chart

An organizational chart must be maintained detailing job function and responsibility. The org chart must have information on which functions the worker has been cross trained to perform.

Job Function Documentation

In addition to current documentation of existing systems and hardware all new work changes must also be documented.

Contact Information

A contact database must be maintained with contact information for all Data Center employees.

Telecommuting

Data Center employees should regularly practice telecommuting. If the data center is damaged or the ability to reach the data center is diminished then work can still be performed remotely.

Disparate Locations

If the organization has multiple Data Centers then personnel performing duplicate functions should be placed in disparate centers. This allows for job consciousness to remain if personnel at one center are incapacitated.

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SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

7.0 REPLY SUBMISSION

Both Technical and Price Replies will be received as specified in SECTION 3.4, CRITICAL EVENT DATES.

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

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: Fran Shewan
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

7.2 REPLY FORMAT INSTRUCTIONS

This section contains instructions that describe the expected format for the Reply. All Replies submitted should contain two (2) parts and be marked as follows:

- **PART I TECHNICAL REPLY NUMBER ITN 2015-59**
COMPANY NAME
CONTACT NAME AND PHONE NUMBER
(One Separately Sealed Package for Technical)
- **PART II PRICE REPLY NUMBER ITN 2015-59**
COMPANY NAME
CONTACT NAME AND PHONE NUMBER
(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 and placed at the beginning of the Technical Reply portion (Part I) of the Reply and consist of the following:

- Transmittal Letter – Provide a Transmittal Letter (on Company Letterhead) that contains the following:
 - a statement confirming that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply
 - the company's federal tax identification number
 - the company's DUNS number

- a statement confirming that the Respondent has read, understands, comply and agrees to 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 the award of the Contract.
- 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 the award of the Contract.
- a statement confirming that the Respondent has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any Vendors with questions, and Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. In lieu of such statement, the Respondent should alternatively confirm that registration will be completed prior to the award of the Contract.
- **All Addenda (signed)**
- **Disclosure Statement Form** (Attachment 3)
- **Reference Form** (Attachment 4) – 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.

7.2.2 Technical Reply (Part I) (17 hard copies)
(Do not include price information in Part I)

The Respondent should submit one (1) original in hard copy, sixteen (16) hard copies and two (2) in electronic format (flash drive, compact disc (CD), etc.) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat 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. Since the Department expects all Replies to be in this format, failure of the Respondent to follow this outline may cause the Department to determine the Reply is not complete, which could result in the rejection of the Reply, or result in a lower evaluation score. Any rejection of a Reply, or other adverse effect on a Respondent's Reply, due to its failure to properly organize its Reply shall be at the sole risk of the Respondent. The Technical Reply should be submitted in a separate sealed package marked "TECHNICAL REPLY FOR ITN 2015-59".

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 should limit the summary to no more than two (2) pages.

2. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

The Respondent should 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.

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.

To complete the documentation of qualifications and experience, the Respondent should document the contracted services for previous assessment projects similar to the one described in this ITN and any other projects the Respondent believes will document its corporate capability. For each, the documentation should include a description of the services and products delivered; the Contract period; and the name, address, and telephone number of a contact person for each of the contracting agencies.

The Respondent may choose to employ subcontractors for the completion of one (1) or more tasks. If subcontractors are to be used for any portion of the work activities, the Respondent should name the subcontractor(s) and document the experience and qualifications of the subcontractor(s) in performing tasks identical to those they will be asked to do. A separate chart in the Reply should identify all of the subcontractors proposed to be involved in the project and the services they are expected to provide. The Respondent also should provide examples of materials that demonstrate the quality of the work done by the Respondent on similar projects.

3. RESPONDENT'S TECHNICAL PLAN

The Respondent should provide a technical plan which explains technical approach and capabilities as well as a work plan outlining tasks and timelines.

a. Technical Approach

The Respondent should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

The Technical Plan should provide a description of the Respondent's response to the Department to provide the products and services to meet the services incorporated into this ITN. This discussion should encompass the services listed in Section 6 of this ITN and should be organized and numbered in accordance with the organization and numbering system used in Section 7. The description should be complete, clear, and concise and include the following components as defined in Section 6 of this ITN.

- Technical Quality of the Assessments
- Reading and Math Assessments
- Assessment Materials (6.0.8)
- Educator Training and Technical Assistance (6.0.9)
- Student Results (6.0.10)
- Data Management System and Extract (6.0.11)
- Facility/Environment Capabilities

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

Although Respondents may propose existing or new test items, the Department can make available aligned ELA and mathematics test items from its item bank that was developed to support schools and districts in creating interim and formative assessments. This bank consists of approximately 22,000 test items in grades K-12 ELA and approximately 8,000 test items in grades K-12 Mathematics. If respondents opt to incorporate these items, Respondents must consider any costs to import the test items from the current item bank into the bidder's item bank and/or test delivery system.

Respondents should describe in detail the proposed approach for development, administration, scoring, and reporting of the assessment and results. For existing assessments, if proposed, bidders should describe, in detail, all of the technical qualities of the assessment and provide a copy of a recent technical report on the assessment, if available.

Respondents should propose methods of reporting that provide location information within a given grade level, and to the highest degree of accuracy possible. Reports may also include qualitative information, such as the degree of readiness for algebra. Respondents may propose additional information to be included that assists in meeting student and program goals. Score reports, which should be delivered electronically, should provide information in a format that is accessible to the student and/or parent.

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. The management plan should document the organization's capacity to provide the products and services requested by this ITN. The Reply should include a management plan to be in effect throughout the contractual agreement period.

b. Identification of Key Personnel

The Respondent should provide the names of key personnel on the Respondent's team, as well as a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The management plan should identify by name the managers and professional personnel responsible for this project. A chart should be provided showing the approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Reply should include a one (1) page professional vitae for the person who will serve as the project manager. Vitae should be included as an appendix to the Reply and are to include relevant educational background and professional experience.

Respondents should carefully consider whether they have sufficient human resources of qualified personnel to complete the work activities of the ITN and should demonstrate in the Reply that they have sufficient human resources.

It is assumed that the Contractor will use outside printers for some materials, such as preprinted forms. Printers should be documented as subcontractors, and the management plan should identify the proportion of materials to be printed by the Respondent and by outside sub-contractor.

The management plan should meet all of the terms of the ITN and clearly describe the Respondent's human and technological plans for performing the tasks required by this ITN.

7.2.3 Price Reply (Part II) (12 hard copies)

The Respondent should submit one (1) original hard copy, eleven (11) hard copies and two (2) electronic format (flash drive, compact disc (CD), 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 on the Price Reply form. The Price Reply should be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2015-59". To obtain a copy of Excel documents, send a request to the Purchasing Analyst as instructed in SECTION 4.2.

7.2.4 Presenting the Reply

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

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

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

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING

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

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department shall evaluate and rank responsive Replies and, at the Department's sole discretion, proceed to negotiate with one (1) or more Respondent(s) selected, as follows:

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

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

Criteria for Evaluation

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

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

A)	Executive Summary	N/A
B)	Qualifications and Experience (prior relevant experience of Respondent)	10 points
C)	Technical Plan	40 points
D)	Management Plan	<u>20 points</u>
	Total	70 points
E)	Price	<u>30 points</u>
	Total	30 points

Price analysis is conducted through the comparison of Price Replies submitted. The Department shall score responsive Price Replies up to 30 points using the formula below.

The criteria for price evaluation shall be based upon the following formula:

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

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

8.2 EVALUATIONS

Each member of the Evaluation Committee will be provided a copy of each Technical Reply. Replies will be evaluated on the criteria established in the section above entitled "Criteria for Evaluation" in order to assure that Replies are uniformly rated. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein and the Procurement Office will complete a technical summary.

The Department reserves the right to request oral presentations/seek clarification on any Reply submitted. Information requested and received will be evaluated by the Committee based on the criteria established in the ITN. During this stage Respondents will be asked to provide any clarifications needed by the Evaluation 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.

8.3 POSTING OF INTENDED AWARD

The intended award will be posted in the Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of 72 hours. (See **SECTION 3.4 CRITICAL EVENT DATES.**)

8.3.1 Protest of Intended Award

Any Respondent who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 4.3 PROCUREMENT PROTESTS / NOTICE OF RIGHTS** for protest information.

8.3.2 Inability to Post

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

8.4 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully executed Contract from the Department's Contract Administrator.

ATTACHMENT 1
RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The prices are all inclusive. There shall be no additional costs charged for work performed under this ITN.

DESCRIPTION

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to "prove" the Deliverable was successfully completed. *Note: Reports are not acceptable Deliverables; however, they may be used as "proof" that the Deliverable was successfully completed. If used, details of what the report will contain should be provided.*

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

ATTACHMENT 1 - RESPONDENT'S PRICE REPLY - SUMMARY
ITN 2015 - 59 COMMON ASSESSMENT INSTRUMENT FOR FLORIDA JUVENILE JUSTICE EDUCATION PROGRAMS

RESPONDENT:

We propose to provide the services being solicited for ITN 2015-59. All work shall be performed in accordance with the specifications of this ITN, which has been reviewed and understood. The prices below and in the accompanying tabs are all inclusive. There shall be no additional costs charged for work performed under this ITN, unless changes are made during the negotiation phase.

The prices on this sheet will be used for evaluation purposes. All deliverable costs should be included in the price. In addition, Respondents should complete the pricing per deliverable for all years (Year 1, Year 2, Year 3, Renewal Year 1, Renewal Year 2 and Renewal Year 3). This pricing will be used for negotiation purposes and any resulting contract. This summary page and each year, base and renewal, should all be signed (seven signatures total).

	(Base Year 1) Total	(Base Year 2) Total	(Base Year 3) Total	(Renewal Year 1) Total	(Renewal Year 2) Total	(Renewal Year 3) Total	Six-Year GRAND TOTAL*
Common Assessment Instrument For Florida Juvenile Justice Education Programs as Described in ITN 2015-59.							

*Evaluation points awarded will be based on these costs.

We propose to provide the services being solicited within the specifications of ITN 2015-59.
 All work shall be performed in accordance with this ITN, which has been reviewed and understood.

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

Vendor Name: _____

Street Address _____

City, State, Zip Code _____

Telephone # _____

Fax _____

Authorized Agent (typed) _____

Authorized Agent (Signature) _____

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 1**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed.

Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Year 1

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	\$ Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics.	Quarterly report. See deliverable #8		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 1**

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the Florida Ready to Work assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite , as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 1**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Contract Year 1 Total	

Vendor Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone #: _____

Fax: _____

Authorized Agent (typed): _____

Authorized Agent (Signature): _____

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 2**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed.

Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Year 2

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	\$ Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics.	Quarterly report. See deliverable #8		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 2**

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the Florida Ready to Work assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite, as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 2**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Contract Year 2 Total	

Vendor Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone #: _____
 Fax: _____
 Authorized Agent (typed): _____
 Authorized Agent (Signature): _____

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 3**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed.

Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Year 3

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	\$ Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics.	Quarterly report. See deliverable #8		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 3**

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the Florida Ready to Work assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite , as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Year 3**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Contract Year 3 Total	

Vendor Name:

Street Address:

City, State, Zip Code:

Telephone #:

Fax:

Authorized Agent (typed):

Authorized Agent (Signature):

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 1**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed.

Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Renewal Year 1

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	\$ Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics.	Quarterly report. See deliverable #8		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 1**

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the Florida Ready to Work assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite , as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 1**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Renewal Year 1 Total	

Vendor Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone #: _____

Fax: _____

Authorized Agent (typed): _____

Authorized Agent (Signature): _____

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 2**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed.

Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Renewal Year 2

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	\$ Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics.	Quarterly report. See deliverable #8		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 2**

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the Florida Ready to Work assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite , as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 2**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Renewal Year 2 Total	

Vendor Name:

Street Address:

City, State, Zip Code:

Telephone #:

Fax:

Authorized Agent (typed):

Authorized Agent (Signature):

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 3**

We propose to provide the services being solicited within the specifications of ITN 2015-59. All work shall be performed in accordance with the ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN DESCRIPTION.

Based on the Scope of Work being proposed; provide established Deliverables, including evidence that will be provided to “prove” the Deliverable was successfully completed. Note: Reports are not acceptable Deliverables; however, they may be used as “proof” that the Deliverable was successfully completed. If used, details of what report will contain must be provided.

Critical Deliverables/Work Tasks - (C) = Critical Work Task, and Extremely Critical Deliverables/Work Tasks - (XC) = Extremely Critical Work Tasks, will be determined during contract negotiations.

Contract Renewal Year 3

Deliverable #	Deliverable	Deliverable Description	Evidence of Completion	Due Date	Deliverable Price
1	Kick Off Meeting	The Contractor will hold a kickoff meeting in consultation with the Department within 30 days of contract execution to discuss the implementation process for the new entry and exit assessments. This meeting may be conducted at a site mutually agreed to between Contractor and the Department or via telephone conference.	The Contractor will provide Meeting Minutes from the kickoff meeting, a list of participants, a list of action items with the names of party/person responsible for completing and due dates for completion of action items.	Within 30 days of Contract Execution	
2	Site licenses for all Facilities if applicable	Annual site licenses which include online entry and exit assessments as applicable. In cases where programs do not have internet access, the Contractor will issue annual site licenses to DJJ education programs for the local area Network (LAN) version of the courseware, placement tests (entry assessments) and post tests (exit assessments) that have limited or no internet access. When programs close and new ones open, the Contractor will transfer the site licenses.	Contractor delivery of electronic roster of annual site licenses issued to each DJJ education program and the date of issuance. Quarterly update of any changes. See Deliverable 8 below.		
3	Computer Based Assessment	The Contractor will provide entry and exit assessments in a computer-based format such as online or other computer delivered format, that will provide measures of student achievement in English language arts and mathematics. The Contractor will be responsible for hoisting and maintaining web-based assessments and information.	Quarterly report. See deliverable #8		

ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 3

4	Individual Education Plan Procedures	The Contractor will provide procedures and information related to providing access to the assessments for students with sensory or physical impairments including guidelines for modifying the time on assessments and making reasonable accommodations for students with an individual educational plan (IEP).	Contractor delivery of the IEP Plan document to the Department in electronic format.		
5	Training	Initial and ongoing training provided to DJJ Education programs on administration of the assessment, including how to use the program as well as how to access student results and reports online for instructional planning and for students / parents. The training may be delivered virtually and onsite , as needed.	Contractor delivery of electronic roster of training issued to DJJ education programs, the names of participants, dates of training and sign- in sheets as applicable.	Within 30 days of initial training and Quarterly reports thereafter.	
6	Online access to assessment scores	The Contractor will provide access to online entry and exit assessment scores and progress to administrators for instructional planning and for students/parents.	Contractor delivery of Internet Address to access assessment scores and a document with instructions for using the site delivered electronically to the Department.		
7	Toll-free number and email address for technical Support	The Contractor will maintain a toll free phone number and an email address to facilitate administrator training / technical assistance as needed.	Contractor delivery of the working toll-free number and email address electronically to the Department.		
8	Quarterly Progress Reports	The Contractor will provide the Department quarterly progress reports documenting ongoing training conducted including description, date, name of DJJ education program and training contact with a summary of entry and exit assessments conducted as well as changes in site licenses.	Contractor delivery of the quarterly progress report to the Department in electronic format.		

**ATTACHMENT 1
RESPONDENT'S PRICE REPLY - Contract Renewal Year 3**

9	Web-based Enrollment System	The Contractor will provide a web-based enrollment system that collects a unique participant identification number and corresponding participant-level demographic data and a consolidated data management system to aggregate all applicable participant-level data for reporting purposes.	Contractor delivery of the Internet address for the system and document with instruction for completing the online enrollment process, delivered to the Department in electronic format.		
10	Annual Data Extract	The Contractor will provide an annual data extract by July 31, for the first fiscal year (July 1 – June 30) and by July 31 for each subsequent fiscal year. The data extract shall be an electronic file of all applicable student level data from participating DJJ education programs include the information as specified in Section 6.0.7. of this ITN.	Contractor delivery to the Department of the data extract in an electronic format prescribed by the Department.		
				Renewal Year 3 Total	

Vendor Name:

Street Address:

City, State, Zip Code:

Telephone #:

Fax:

Authorized Agent (typed):

Authorized Agent (Signature):

ATTACHMENT 2
DRUG-FREE WORKPLACE
(will be considered in case of identical tie replies)

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 3
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 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 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 4
REFERENCES FORM
RESPONDENT'S 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 5
STATE OF FLORIDA DEPARTMENT OF EDUCATION
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY**

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with Prime Contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non- Certified	Non- Profit	Dollar Amount

Total Amount \$ _____

Certified True and Correct by:

Prime Contractor

Title

Date

Submit Report to:

Mrs. ReGina Fields
Bureau of Contracts, Grants & Procurement
Management Services
332 Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

For additional information, you may call Mrs. Fields at (850) 245-9173, or e-mail regina.fields@fldoe.org

ATTACHMENT 6
STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S."):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. 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.
- III. 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 850/245-0735. 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.
- IV. 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.
- V. 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.
- VI. 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. If the Legislature fails to make the necessary appropriation, the Department will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the Department's obligations hereunder. If the Department determines that there are no such funds, the Department shall promptly notify the Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.
- VII. 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.

- VIII. 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.
- IX. 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).
- X. 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.
- XI. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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.
- XVII. 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.

- XVIII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XIX. 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.
- XX. 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.
- XXI. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXII. 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.
- XXIII. 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.
- XXIV. 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.
- XXV. 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.
- XXVI. 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.
- XXVII. 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.
- XXVIII. 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.
- XXIX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXX. 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.
- XXXI. 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.
- XXXII. 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.
- XXXIII. 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.
- XXXIV MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
 - B. MyFloridaMarketplace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2010), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.