

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

BID REGISTRATION

COMPLETE AND RETURN THIS FORM

BID NO.: ITB 2015-81

TITLE: GROUNDING DESIGNS FOR ONLINE AND HYBRID LEARNING BOOK BUNDLE

DATE & TIME DUE: MAY 21, 2015 @ 2:30 P.M. Eastern Time (ET)

Potential Bidders should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Bid Registration 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 ReGina Fields) at 850/245-9173, e-mail address: regina.fields@fldoe.org.

State of Florida
Department of Education

INVITATION TO BID

GROUNDED DESIGNS FOR ONLINE AND HYBRID LEARNING BOOK BUNDLE

BID NUMBER: ITB 2015-81

DEADLINES

TECHNICAL QUESTIONS: MAY 12, 2015 by 04:00 P.M. ET

BID RESPONSE SUBMITTAL DUE: MAY 21, 2015 @ 2:30 P.M. ET

ESTIMATE POSTING DATE: MAY 25, 2015

MAIL OR DELIVER BID RESPONSES TO:

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

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INVITATION TO BID
FLORIDA DEPARTMENT OF EDUCATION
GROUNDED DESIGNS FOR ONLINE AND HYBRID LEARNING BOOK BUNDLE
BID NUMBER: ITB 2015-81

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. 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, in which case the statutory requirements shall take precedence.

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

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. 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 Florida Statutes, in which case the term contained in PUR 1000 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 Bid Responses from qualified vendors to procure the Grounded Designs for Online and Hybrid Learning book bundle for Project Optimize.

The resulting contract may not be renewed.

3.1 BACKGROUND

Project Optimize is an initiative to enhance teacher effectiveness by emphasizing technology integration into instructional design and delivery. The project is intended to develop best practices for instructional technology integration. The project focuses on pedagogy and content that will enhance the districts' capability to individualize instruction. The Grounded Designs for Online and Hybrid Learning book bundle was published and copyrighted by ISTE in 2014. This series will be used as supporting materials for the courses offered through Project Optimize. It guides educators through creating successful online and hybrid learning environments that are rooted in proven instructional theory and supports the efforts of Project Optimize in presenting ways to integrate technology into the K-12 classroom by providing a grounded and proven approach in instructional design. The books provide a foundation, examples, and pedagogical approaches to create effective and efficient courses in an online and hybrid environment.

3.2 DEFINITIONS

As used herein, the following definitions apply:

1. **Contract:** The agreement entered into between the Department and the successful Bidder after completion of the Invitation to Bid process.
2. **Contractor:** The successful Bidder, selected as a result of this Invitation to Bid (ITB), with which the Department executes a Contract to provide the required services.
3. **Department:** Refers to the Florida Department of Education.
4. **DOE:** Florida Department of Education
5. **Bid:** All documents and materials contained in the formal ITB package submitted by a Bidder in response to this solicitation.
6. **Bid Response:** means the complete response of the Bidder to the ITB, including properly completed forms and supporting documentation.
7. **Bidder:** Means a potential Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Bidder's team who submits a response to this solicitation.
8. **VBS:** Florida Vendor Bid System

3.3 SCHEDULE OF EVENTS

ACTIVITY	DATE
Issuance Of ITB	MAY 7, 2015
Technical Questions [FAX OR E-MAIL (PREFERRED) ACCEPTABLE] <u>NOTE:</u> Administrative questions responded to throughout bid process	MAY 12, 2015 BY 4:00 P.M.
Responses To Questions	MAY 14, 2015
ITB RESPONSES DUE (FAX NOT ACCEPTABLE)	MAY 21, 2015 @ 2:30 P.M. ET
ESTIMATED POSTING OF INTENDED AWARD (date is on or about)	MAY 25, 2015

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS

Bid Responses that fail to provide all required information will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of Bid Responses is impossible, or those which affect the competitiveness of Bids or the cost to the State. A Bidder who's Bid Responses, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive. The Department reserves the right to waive any minor irregularities or technicalities in any Bid Response received, to reject any or all Bid Responses in whole or in part, with or without cause, to solicit new Bid Responses or to accept the Bid Response which, in its judgment, will be in the best interest of the Department. The Department reserves the right to use any information presented in any response to this ITB.

4.2 QUESTIONS

Potential Bidders should examine the ITB to determine if the Department's requirements are clearly stated. If there are any requirements, which restrict competition, the Bidder may request, in writing, to the State that the specifications be changed. The Bidder who requests changes to the State's specifications should identify and describe the Bidder's difficulty in meeting the State's specifications, should provide detailed justification for a change, and should provide recommended changes to the specifications. **Questions concerning conditions and specifications of this ITB, and/or requests for changes to the Bid Response should be received in writing by the Bureau of Contracts, Grants and Procurement Management Services as specified in SECTION 3.3 SCHEDULE OF EVENTS.** A Bidder's failure to request changes by the specified date shall be considered to constitute Bidder's acceptance of State's specifications. The State shall determine what changes to the ITB shall be acceptable to the State.

Questions may be mailed, faxed or delivered to the address below:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: REGINA FIELDS
325 West Gaines Street, Room 332
Tallahassee, Florida 32399-0400
E-mail (preferred): ReGina.Fields@fldoe.org
FAX (850) 245-0719

4.4 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Bidders shall not communicate with any Department staff concerning this ITB except for the Department contact person identified in SECTION 4.3 QUESTIONS of this ITB. 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 Bidder's Bid Response.

Bidders 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 Bid Response.

4.5 PROCUREMENT PROTESTS/NOTICE OF RIGHTS

Pursuant to Florida Statutes, 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), Florida Statutes, 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, Florida Statutes."

Florida Administrative Code 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 Bid Responses.

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. Florida Statutes, Section 287.042(2)(c) and Florida Administrative Code Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be addressed to the issuing office as defined in **SECTION 6.0 BID SUBMISSION** and filed with the agency clerk.

4.6 ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a Bidder as a result of any oral discussions with a Department employee. Only those communications that 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.

If the Department determines that it should modify or interpret any portion of the ITB documents prior to the closing time and date, such changes will be included as a written addendum to the ITB. No other methodology will be considered binding or authorized in giving information concerning, or to explain or interpret the ITB document.

Notice of changes (addenda), will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business & Industry, under Doing Business with the State of Florida click on State Purchasing, click on Everything for Vendors and Customers, then Vendor Bid System and Search Advertisement, select the Department of Education in the Agency window and initiate search), under this bid number. It is the responsibility of all potential Bidders to monitor this site for any changing information prior to submitting a Bid Response.

NOTE: SIGNED ACKNOWLEDGEMENT OF ANY ADDENDA SHOULD ACCOMPANY ITB RESPONSE. FAILURE TO SUBMIT THE ACKNOWLEDGE FORM MAY RESULT IN DISQUALIFICATION OF THE BIDDER

4.7 MINOR EXCEPTIONS

The Department may waive minor deviations or exceptions in Bid Responses providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the Bid by giving a contractor an advantage or benefit not enjoyed by other contractors.

4.8 COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a Bid Response only if accompanied by a waiver; license or other authority that will allow the Department to make paper and electronic copies necessary for use by Department staff and agents. It is noted that copyrighted material may not be exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, unless it is considered a trade secret or otherwise exempt. All development and use of copyright material in fulfilling the terms of the Bid shall be governed by the terms of the contract between the Contractor and the Department.

4.9 CONFIDENTIAL MATERIAL

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes 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, Florida Statutes, the Florida Constitution or other authority, respondent must clearly mark and identify in its response those portions which are confidential, trade secret or otherwise exempt. Respondent must also simultaneously provide the Department with a separate redacted copy of its response. This redacted copy should 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 should be provided to the Department at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder 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 response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Bidder fails to submit a Redacted Copy with its response, 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.

4.10 PREPARATION COST

ITB responses shall contain all information solicited, plus any additional data, prints, or literature that the Bidder deems pertinent to the Department's understanding and evaluation of their response. This ITB does not commit the Department or any other public agency to pay any costs incurred by the Bidder in the submission of a Bid Response or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.11 WITHDRAWAL

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

4.12 PUBLIC OPENING OF BID RESPONSES

Each Bid Response should be dated and time-stamped by the Department as received. Any Bid Response received after the specified deadline for Bid acceptance, may be rejected and returned unopened to the Bidder. Bid Responses will be opened at the designated date and time at the Department's Bureau of Contracts, Grants and Procurement Management Services, 332 Turlington Building, 325 West Gaines Street, Tallahassee, FL.

4.13 CORRECTION OF BID RESPONSE ERRORS

Information that is required to be included in the Bid Response is expected to be present and to be accurate. Corrections of erroneous information or typographical errors may not be permitted after the Department has received the Bid Responses. **The Contractor is solely responsible for proofreading their Bid Response and verifying its accuracy.**

4.14 VISITOR 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 Bid Response due time if hand-delivering your Bid Response to the Bureau of Contracts, Grants and Procurement Management Services.

4.15 ACCESSIBILITY FOR DISABLED PERSONS

Any person requiring a special accommodation because of a disability should call Department's Bureau of Contracts, Grants and Procurement Management Services at (850) 245-0735 at least five (5) workdays prior to the Bid opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

4.16 RESPONSE DURATION

All submitted responses are binding for <provide number of days> following the response opening date.

4.17 PRICING

All Bid prices to include the furnishing of all parts, labor, transportation and incidental services or materials required. There shall be no additional costs charged for work performed under this Bid. All Bid prices are to be submitted on the forms provided.

4.18 AWARD

As in the best interest of the State the right is reserved to award based on **all or none** to a responsive, responsible Bidder. As in the best interest of the State of Florida, the right is reserved to reject any and/or all Bid Responses or to waive any minor irregularity in Bid Responses received. Conditions which may cause rejection of Bid Response include, without limitation, evidence of collusion among Bidders, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services and posted on the VBS. A printed copy of the Bid tabulation will be available upon written request to the Bureau of Contracts, Grants and Procurement Management Services. Telephone requests will not be accepted. Each written request should contain a self-addressed, stamped envelope and reference the Bid title and number. Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services.

4.19 DOING 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 Bid 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

4.20 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the service(s) being provided requires 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 Bid 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

4.21 NOTICE TO CONTRACTOR

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

4.22 QUALIFICATIONS

The Department will determine whether the Bidder is qualified to perform the services being contracted based upon their Bid Response demonstrating satisfactory experience and capability in the work area. The Bidder should identify necessary experienced personnel and/or facilities to support the activities associated with this Bid.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Department and will be made upon the Department's prior approval, which will not be unreasonably withheld.

4.23 SUBMISSION OF BID RESPONSES BY SUBSIDIARIES OR AFFILIATES

A Bidder, its subsidiaries, affiliates, or related entities shall be limited to one Bid Response. Submission of more than one Bid Response per activity by a Bidder may cause the rejection of all bids submitted by the Bidder. A subsidiary or affiliate of a prime Bidder may also be included as a subcontractor in another Bidder's Bid Response.

4.24 IDENTICAL EVALUATION OF BID RESPONSES

Whenever two or more Bid Responses 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, Florida Administrative Code. The "Drug-Free Workplace Program Certification" can be found as Attachment '3'.

4.25 INDEPENDENT PRICE DETERMINATION

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

4.26 METHOD OF PAYMENT

The Department will pay for these services/products in accordance with the terms and conditions of the purchase order or contract.

4.27 EXTENSION

In the event that circumstances arise which make performance by the Contractor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of the contract. Extension of the contract resulting from this Bid Response shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the contract; the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established in the contract. There shall be only one extension of the contract unless the failure to meet the criteria set forth in this ITB or resulting contract is due to events beyond the control of the Contractor. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Contractor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all or part of the requested extension.

4.28 INSPECTION AUDIT AND MAINTENANCE OF REPORTS

Representative of the Department, the Comptroller of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives, shall have access, for purposes of examinations and recovery, to any books, documents, papers, and records of the Contractor as they may relate to this contract. The Contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made. The Department may unilaterally cancel any resultant contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material originated or received by the Contractor in conjunction with this contract subject to the provisions of Florida Statutes, Chapter 119.

4.29 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/.

4.30 SUB-CONTRACTING

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

The 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 Utilization Summary form, attached as Attachment "4". The Contractor shall provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor shall provide 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 small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The DMS Office of Supplier Diversity will assist in furnishing names of qualified small, minority-, women-, and service-disabled veteran business enterprises. 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/.

The Bidder shall address small, minority-, women-, and service-disabled veteran business enterprise participation in the transmittal letter.

4.31 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITB as Attachment '6' and will govern the relationship between the Contract Vendor and the Department. Bid Response(s) submitted by the successful Bidder(s) shall be incorporated into the final purchase order(s) or contract(s).

4.32 CONTRACT COMPLETION

The Contractor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on the contract, is subject to, and comply with, the contractual requirements. When contract negotiations are successfully concluded, a written contract will be prepared which will incorporate the following documents:

- This ITB
- Addenda to this ITB
- And the Bidder's Response

The Contractor shall begin performing services only upon execution of a valid contract between the parties.

4.33 DISPOSITION OF BID RESPONSES

All Bid Responses become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

4.34 TRANSPORTATION AND DELIVERY

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days (or number of days provided on price sheet) after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.

4.35 ALTERNATES

ALTERNATE BRANDS OR PRODUCTS WILL BE CONSIDERED FOR THIS BID RESPONSE IF PUBLICATION DATE IS COMPARABLE (2014 OR LATER). VENDOR MUST PROVIDE DOCUMENTATION THAT PRODUCT BEING BID MEETS THE MINIMUM REQUIREMENTS OF PRODUCTS SPECIFIED.

4.36 WARRANTY/SUBSTITUTIONS

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than thirty (30) of days from the date of acceptance by the purchaser. Any deviation from this criterion must be documented in the Bid Response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

4.37 REPLACEMENT/RESTOCKING

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

4.38 PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it may be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

4.39 ACCEPTANCE

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and return of those that are defective.

SECTION 5– SPECIAL TERMS AND CONDITIONS

5.0 PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

5.1 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

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

5.2 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Bidders submitting Bid Responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.

5.3 SCRUTINIZED COMPANIES LISTS

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

Bids of \$1 million or more must include the attached *Scrutinized Companies Lists* Form (Attachment '5') to certify the Respondent is not on either of those lists. The Form should be submitted with the Technical Reply

SECTION 6 – SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

Provide the Grounded Designs for Online and Hybrid Learning book bundle published and copyrighted by ISTE in 2014. This series will be used as supporting materials for the courses offered through Project Optimize. It guides educators through creating successful online and hybrid learning environments that are rooted in proven instructional theory and supports the efforts of Project Optimize in presenting ways to integrate technology into the K-12 classroom by providing a grounded and proven approach in instructional design. The books provide a foundation, examples, and pedagogical approaches to create effective and efficient courses in an online and hybrid environment. These books outline current practices and technologies.

SECTION 7 – SPECIAL INSTRUCTIONS – BID RESPONSE FORMAT & CONTENT

7.0 BID RESPONSE SUBMISSION

Bid Responses are due as specified in **SECTION 3.3 SCHEDULE OF EVENTS**.

Mailed or Delivered To: Florida Department of Education
(DO NOT FAX OR E-MAIL) Bureau of Contracts, Grants and Procurement Management Services
 Attn: ReGina Fields
 332 Turlington Building
 332 West Gaines Street
 Tallahassee, Florida 32399-0400

Bid Responses received after this time and date may not be considered. By submitting a Bid Response, the Bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services/commodities to be provided. All Bid Responses and associated forms should be signed and dated in ink by a duly authorized representative of the Bidder.

Each Bidder should fully acquaint itself with the conditions relating to performance requirements under the conditions of this ITB. All Bid prices should be submitted on the sheets provided in this ITB. All Bid prices must remain firm for 180 days from date of Bid Opening.

All Bid Responses and related documents submitted in response to this ITB shall become the property of the State of Florida.

7.1 BID CONDITIONS

No conditions may be applied to any aspect of the ITB by the prospective Bidder. Any conditions placed on any aspect of the Bid documents by the prospective Bidder may result in the Bid Response being rejected as a conditional Bid (see "RESPONSIVENESS OF BIDS"). DO NOT WRITE IN CHANGES ON ANY ITB SHEETS. The only recognized changes to the ITB prior to Bid opening will be a written addenda issued by the Department.

7.2 BID RESPONSE FORMAT INSTRUCTIONS

This section contains instructions that describe the format for the Bid Response. All Bid Responses submitted should be marked as follows:

Bid Number: ITB 2015-81
COMPANY NAME
CONTACT PERSON NAME AND PHONE
Opening Date/Time: May 21, 2015 @ 2:30 p.m. ET

The Bidder should submit one (1) original, five (5) copies, and two (2) copies in electronic format (flash drive, compact disc (CD), etc.) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of the Bid Response.

▪ Section 1

▪ Transmittal Letter

The Bidder should provide a Transmittal Letter (on Company Letterhead) that contains the following statements:

- a statement confirming that the person signing the Bid Response is authorized to represent the Bidder and bind the Bidder relative to all matters contained in the Bidder's Bid Response
- company's federal tax identification number
- a statement confirming that the Bidder has read, understands, and agrees to all provisions of this ITB;

- a statement confirming that the Bidder is authorized to conduct business in Florida. In lieu of such statement, the Bidder should alternatively represent that they will secure authorization to do business in Florida prior to contract execution;
- a statement confirming that the Bidder is registered on the MyFloridaMarketPlace Website. In lieu of such statement, the Bidder must alternatively confirm that they will complete such registration authorization prior to contract execution;
- a statement confirming that the Bidder 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.

When applicable, Bidder should address small, minority-, women-, and service-disabled veteran business enterprise participation in the transmittal letter. *If applicable*, a copy of your Certified Minority Business certificate from the Department of Management Services, Office of Supplier Diversity should be enclosed. Certification should be current at the time of the Bid opening.

The Bidder is encouraged to limit the letter to no more than two (2) pages.

- **Section 2**
 - Vendor's Bid Sheet (Attachment 1)
 - Disclosure Statement (Attachment 2)
 - Drug-Free Workplace Form (If Applicable) (Attachment 3)
 - Scrutinized Companies Lists (Attachment 5) (if applicable)
 - Minority Certificate (If Applicable)

SECTION 8 – SUBMITTALS AND EVALUATION

8.0 PRELIMINARY SUBMITTAL REVIEW

The absence of any of these documents may deem the Bid Response to be non-responsive and the Bid Response may not be evaluated. The Bid forms furnished should be used when submitting the response. Forms should be filled out in ink or typewritten, SIGNED AND DATED with no alterations or amendments made, and enclosed with a signed transmittal letter. Preliminary submittal review information should consist of the following:

- **TRANSMITTAL LETTER: (TO BE COMPLETED ON COMPANY LETTERHEAD)**
- **VENDOR'S BID SHEET: (ATTACHMENT 1)**
BIDDER SHOULD USE THIS FORM WHEN SUBMITTING THEIR RESPONSE. USE OF ANY OTHER FORM MAY DISQUALIFY THE BID RESPONSE.
- **DISCLOSURE STATEMENT: (ATTACHMENT 2)**
- **SIGNED ADDENDUM(S), *If Applicable***

8.1 POSTING OF BID TABULATION

The Bid Tabulation will be posted at the Department's Bureau of Contracts, Grants and Procurement Management Services, 332 Turlington Building, 325 West Gaines Street, Tallahassee, Florida and on the VBS as specified in **SECTION 3.3 SCHEDULE OF EVENTS**, and will remain posted for a period of seventy-two (72) hours.

8.2 PROTEST OF BID TABULATION OR PROCUREMENT TERMS

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

8.3 INABILITY TO POST

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

8.4 AWARD OF THE CONTRACT

Goods should be shipped when one of the following occurs:

- The Contractor receives a fully executed purchase order from the Department.
- OR
- The Contractor receives a fully executed contract from the Department's Contract Administrator.

* * * *

VENDOR'S BID SHEET

****PLACEHOLDER FOR EXCEL PRICE SHEET****

DISCLOSURE STATEMENT

(Rev. 07/02)

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as

(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Name of Individual or Partnership)

(1) _____
Signature

Signature

Signature

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a

(Name of Corporation (Company))

(2) corporation, licensed to do business in Florida, is presently involved in

(Name of State of Inc.)

or has 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 employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Company)

(Corporation)

(3) _____
Signature

Title

(1) If partnership, each partner must sign & execute.

(2) If company is not incorporated, insert "not incorporated" in this space.

(3) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT '3'**DRUG-FREE WORKPLACE**

(will be considered in case of identical tie Bids)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid Responses 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 Response 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 Bid Responses 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 '4'

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 Bldg
 325 West Gaines Street
 Tallahassee, FL 32399-0400

For additional information, you may call Mrs. Fields at 850/245-9173, or email regina.fields@fldoe.org

ATTACHMENT '5'

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

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

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

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

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

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.
- 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 Executive Order 11-02, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Contractor to perform employment duties within Florida; and, (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract.
- 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 procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

BID RESPONSE CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID RESPONSE)

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

Check off each the following:

- ___ 1. The Deliverables have been thoroughly reviewed for compliance to the Bid requirements.
- ___ 2. The DMS Vendor Bid System web-site - http://fcg.state.fl.us/owa_vbs/owa/vbs_www.main_menu has been checked and any Addenda(s) posted have been completed, signed, and included in the Bid Response.
- ___ 3. Price(s) bid has been reviewed for accuracy and any price corrections have been initialed in ink.
- ___ 4. The "Transmittal Letter" has been completed on company letterhead, signed, and enclosed in the Bid Response.
- ___ 5. "Disclosure Statement" has been read, completed, and enclosed in the Bid Response.
- ___ 6. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the Bid Response, if applicable
- ___ 7. The "Minority Business Enterprise (MBE) Certification" attached, if applicable
- ___ 8. The "Scrutinized Companies Lists" for has been completed, signed and enclosed in the Bid Response, if applicable
- ___ 9. The following information has been written on the Lower Left Hand Corner of the Envelope transmitting your Bid Response:

BID NO.: ITB 2015-81

TITLE: GROUNDED DESIGNS FOR ONLINE AND HYBRID LEARNING BOOK BUNDLE

DUE DATE & TIME: MAY 21, 2015 @ 2:30 P.M.