



FLORIDA DEPARTMENT of STATE

Request for Proposal

Page <u>1</u> of <u>83</u> pages	SUBMIT PROPOSAL TO: Department of State R.A. Gray Building 500 South Bronough Street, Room 428 Tallahassee, Florida 32399-2150
AGENCY RELEASE DATE: June 8, 2026	

SOLICITATION TITLE: Consultant Services for a Five-Year Evaluation of the Library Services and Technology Act Grant Program	SOLICITATION NO: DOS-RFP-26/27-035
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REPLIES WILL BE OPENED:	July 2, 2026. (Eastern Standard Time) <div style="text-align: center;"> <u>180</u> </div>
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I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a response to an agency for the State of Florida, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:	<div style="border-top: 1px solid black; height: 40px; margin-bottom: 10px;"></div> *Authorized Representative’s Signature <div style="border-top: 1px solid black; height: 40px; margin-bottom: 10px;"></div> *Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.	
RESPONDENT MAILING ADDRESS:		
CITY – STATE – ZIP:		
PHONE NUMBER:		
TOLL FREE		
FAX NUMBER:		
EMAIL ADDRESS:		
FEID NO.:		

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	
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Attachments:

- Attachment A – Sample Contract (see separate attachment in VIP)
- Attachment B – Statement of Work/Technical Specifications
- Attachment C – Price Proposal Sheet
- Attachment D - PUR 1000 General Contract Conditions
- Attachment E - PUR 1001 General Instructions to Respondents
- Attachment F - PUR 1355 Foreign Country of Concern Attestation
- Attachment G – PUR 2024 Use of Coercion for Labor or Services
- Attachment H – PUR 7801 Vendor Certification Form (see separate attachment in VIP)

Forms:

- Form 1 – Mandatory Responsiveness Requirements
- Form 2 – Contact Information
- Form 3 – Past Performance and Experience
- Form 4 – Subcontracting
- Form 5 – Drug Free Workplace Certification
- Form 6 – Conflict of Interest Disclosure
- Form 7 – Non-Disclosure Affidavit
- Form 8 – Statement of No Involvement

Things to Keep in Mind When Responding to a Solicitation

1. Read the entire document. Note critical items such as: mandatory requirements; sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. Note the Procurement Officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. Attend the Pre-Bid conference. (If applicable)
4. Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed in the Solicitation Timeline and view the answers given in the formal "addenda" issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Information Portal (VIP) website (<https://vendor.myfloridamarketplace.com/search/bids>) and will include all questions asked and answered concerning the Solicitation.
5. Follow the format required in the Solicitation when preparing your Proposal. Provide point-by-point response to the required sections in a clear and concise manner.
6. Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Replies are evaluated based solely on the information and materials provided in the Proposal.
7. Check the VIP website for Solicitation addenda. Before submitting your Proposal, check the VIP website to see whether any addenda were issued for the Solicitation. Some addenda require that you sign and return them with the Proposal.
8. Review and read the Solicitation document again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your Proposal.
9. Submit your Proposal on time. Note all the dates and times listed in the Solicitation Timeline and within the document, and be sure to submit all required items on time. Faxed, emailed or late Replies may not be considered.

SECTION 1- INTRODUCTORY MATERIALS

1.1 Purpose

The Department of State, Division of Library and Information Services (Division) is issuing this Request for Proposals (RFP) to secure competitive proposals from qualified vendors who are able to conduct a five-year evaluation of library development in Florida.

Florida's Division of Library and Information Services promotes, enhances and provides library, records management and archival services by connecting individuals, agencies, libraries, educational institutions and businesses to vital informational, cultural and learning resources. The Division provides direct library services to the state government; develops and provides statewide library, archival and records management services. The Division also provides technical assistance and promotes statewide resource sharing with its cooperative partners. Working in partnership with archivists, librarians, records managers, governmental officials and citizens, the Division seeks to assure access to materials and information of past, present and future value to enable local libraries and agencies to provide effective information services for the benefit of the people of Florida.

The accomplishments of the Division are impacted by a number of factors and require continuous reassessment of Florida's citizen needs in light of dynamic changes. As with other public services, demographic and economic factors influence the nature of the Division's role and activities. Florida continues to face challenges of shifting technological needs, population growth, illiteracy, rural isolation, and aging.

The Division, per Florida Statutes Chapter 257.12, is the state library administrative agency that receives federal Library Services and Technology Act (LSTA) grant funding to support library development in Florida. The Institute of Museum and Library Services (IMLS), which administers the LSTA grant program, enforces the legislation and regulations which require the Division to conduct an independent five-year evaluation of programs funded with grant funds, and to also submit a five-year state plan of services and programs to be conducted with LSTA funding.

Section 9134 (c) of IMLS' authorizing legislation directs State Library Administrative Agencies (SLAAs) to "independently evaluate, and report to the Director regarding, the activities assisted under this subchapter, prior to the end of the 5-year plan." This evaluation provides SLAAs an opportunity to measure progress in meeting the goals set in their approved Five-Year Plans with a framework to synthesize information across all state reports in telling a national story. (Guidelines for IMLS Grants to States Five-Year Evaluation 2023-2027 - OMB Control Number: 3137-0090)

A State Plan is a document that identifies a State's library needs, sets forth the activities to be taken toward meeting the identified needs supported with the assistance of Federal funds made available under the LSTA, and provides assurances that the officially designated SLAA has the fiscal and legal authority and capability to administer all aspects of any award under the Grants for States program. 20 U.S.C. § 9122(5).

A consultant will be hired to evaluate the effectiveness of the projects funded with LSTA funds and measure whether or not Florida has achieved, partly achieved or not achieved the goals set in its current LSTA five year plan. The consultant will work collaboratively with the Division to complete the project. The total budget for the entire project cannot exceed \$75,000.

The submitted Response must comply with all of the terms and conditions described in this Request for Proposal (RFP).

The minimum requirements are contained herein in Attachment B – Statement of Work/Specifications and Requirements for Project.

1.2 Definitions

The following terms used in this RFP, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. Certified Minority Business Enterprise: A business which has been certified by the Florida Department of Management Services, Office of Supplier Development, in accordance with Section 287.0943 (2)(e), Florida Statutes and Chapter 60A-9, Florida Administrative Code.
2. Contract: The agreement entered into between the Department and the successful Respondent after completion of the Request for Proposal process.
3. Deliverable: 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.
4. Department: The Florida Department of State. (DOS)
5. Division: Division of Library and Information Services (DLIS)
6. FY: The State of Florida's Fiscal Year, July 1 through June 30.
7. Mediation: Staff involvement in the requesting process.
8. Proposal: All information and materials submitted by a Respondent in response to this RFP.
9. Respondent: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
10. Vendor Information Portal (VIP): The system which allows all state agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.

1.3 Contract Term

The resulting Contract shall be in effect from the **date of execution through June 30, 2027**, unless cancelled earlier in accordance with the terms of the contract. The resulting Contract may not be renewed.

1.4 Special Accommodations

Any person with a qualified disability requiring special accommodations due to a disability should contact the Procurement Officer at 850-245-6581 at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact the Florida Relay Services which can be reached at 800-955-8771 (TDD).

1.5 Procurement Officer

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

David Shufflebotham, Procurement Officer
Florida Department of State,
Division of Administrative Services,
Purchasing Office
500 S. Bronough Street, Suite 428
Tallahassee, Florida 32399-0250
Phone: 850-245-6581
Email: Purchasing@dos.fl.gov

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER. *****

1.6 Contract Documentation

This purchase shall be accomplished by execution of a contract.

END OF SECTION 1

SECTION 2 – SOLICITATION PROCESS

2.1 General Overview

The RFP is a method of competitively procuring a commodity or contractual service under Chapter 287, Florida Statutes. Vendors can submit formal questions in writing to the Procurement Officer by the deadline listed in Section 2.3, Timeline of Events and Addendum to Solicitation.

2.2 Questions and Answers

Respondents will address all inquiries regarding this solicitation to the Procurement Officer, via email, during the Question and Answer period. The deadline for submission of questions is reflected in Section 2.3, Timeline of Events and Addendum to Solicitation. If the Department makes changes based on questions received, the Department will issue an addendum to the solicitation.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	RFP Section	RFP Page #	Question

2.3 Timeline of Events and Addendum to Solicitation

The table below contains the Timeline of Events and Addendum to the Solicitation for this solicitation. The dates and times within the Timeline of Events and Addendum to the Solicitation are subject to change. The Department reserves the right to adjust the schedule and will notify participants in the solicitation by posting an addendum on the VIP. It is the Respondent’s responsibility to check for any changes on the VIP. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times (Eastern Standard Time) specified below. The Department reserves the right to modify this solicitation by issuing an addendum posted on the VIP. It is the responsibility of the Respondent to check VIP for any changes.

DATE	TIME	ACTION	LOCATION
June 8, 2026	N/AT	Release of Solicitation	Electronically Posted: https://vendor.myfloridamarketplace.com/search/bids
June 15, 2026	4:00 P.M. EST	Deadline for Vendor Written Questions	Division of Administrative Services Purchasing@dos.fl.gov

June 25, 2026	N/A	Anticipated Date for Department's Response to Vendor Written Questions	Electronically Posted: https://vendor.myfloridamarketplace.com/search/bids
July 2, 2026	10:00 A.M. EST	Deadline for Receipt of Vendor Proposal	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399
July 2, 2026	10:30 A.M. EST	Proposal Opening – Conference Call	Telephone: 1-888-585-9008 and enter code 666-567-017# when directed
July 9, 2026	10:00 A.M. EST	Evaluation Team Briefing Conference Call (This is meeting is open for public attendance via telephone)	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399 or telephone 1-888-585-9008 and enter code 666-567-017 #
July 15, 2026- July 17, 2026	N/A	Evaluations Commence	Internal Only
July 22, 2026	10:00 A.M.	Evaluation Team Debriefing Conference Call (This is meeting is open for public attendance via telephone)	Florida Department of State Division of Administrative Services 500 S. Bronough Street, Suite 428 Tallahassee, Florida 32399 or telephone 1-888-585-9008 and enter code 666-567-017 #
July 29, 2026	N/A	Anticipated Notice of Intent to Award	Electronically Posted https://vendor.myfloridamarketplace.com/search/bids

2.4 Contract Formation

The Department may issue a Notice of Intent to Award to the successful Respondent. However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter in a Contract with a Respondent pursuant to 6.4 Basis of Award section of this solicitation. No additional documents submitted by a Respondent will be incorporated in the Contract unless it is specifically identified, incorporated by

reference, and approved by the Department. If any additional documents are submitted by the Respondent, the additional documents will not be considered for the Basis of Award.

2.5 Disclosure of Proposal Contents

All documentation supplied to the Department as part of a Proposal becomes the exclusive property of the Department and will not be returned to the Respondent unless withdrawn prior to the deadline to submit Proposals in accordance with the modification or withdrawal of Proposal requirements in Section 5.5, Proposal Administrative Review. Selection or rejection of a Proposal shall not affect this right.

The State of Florida shall have the right to use all ideas, or adaptations of ideas, contained in any Proposal received in response to this RFP. Selection or rejection of a Proposal shall not affect this right.

2.6 Clarification Process

The Department may request clarification from the Respondent for resolving ambiguities or questioning information presented in its Proposal. Clarifications may be requested throughout the solicitation process. The Respondent's answer to requested clarifications must be in writing and must address only the information requested. The Respondent's answer to requested clarifications must be submitted to the Department within the time specified by the Department in the request.

2.7 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority-, veteran-, and woman-owned small businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, and woman-owned small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

END OF SECTION 2

SECTION 3 – SPECIAL INSTRUCTIONS TO RESPONDENTS

3.1 General Instructions

The General Instructions to Respondents is the PUR 1001, 2006 version, which is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

Section 3 and 5 of PUR 1001 are inapplicable and are replaced as follows:

□ **Section 3. Electronic Submission of Response**

Responses shall be submitted in accordance with Section 5.2, How to Submit a Proposal, of this solicitation.

□ **Section 5. Question**

Questions shall be submitted in accordance with Section 2.2, Questions and Answers of this solicitation.

3.2 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any State employee. Only those communications that are in writing from the Department's Procurement Officer identified in Section 1.5, Special Accommodations of this RFP shall be considered a duly authorized expression on behalf of the Department. Only written, signed communications from Respondents will be recognized by the Department as duly authorized expressions on behalf of the Vendor.

3.3 Alternate Replies

Alternate replies and exceptions to this solicitation are not permitted. If the Respondent has any issue with the requirements or terms and conditions of this solicitation, such issues shall be presented to the Department and addressed by the Department during the question and answer phase of the solicitation. Including alternate replies or exceptions to this solicitation in any proposal may result in the proposal being deemed non-responsive to the solicitation.

3.4 Business Registration Requirement

Under the provisions of Title 36, Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations prior to execution of a contract agreement. Contact the Division of Corporations at 850.245.6900.

3.5 MyFloridaMarketPlace Registration

The awarded Respondent(s) must have completed the MyFloridaMarketPlace registration process prior to the issuance of a purchase order. For additional information, please visit: <https://vendor.myfloridamarketplace.com>

The following United Nations Standard Products and Services Code(s) (UNSPSC) are provided to assist potential Respondents in their registration efforts:

80101606: Project Monitoring and Evaluation
80111509: Job Evaluation Service
80101500: Business and Corporate Management Consultant Services
86101703: Library or documentation training
86141704: Library or documentation services
86132000: Management education and training services
86132200: Educational support services
86141500: Educational guidance services
86141501: Educational advisory services

3.6 Florida Substitute Form W-9 Process

State of Florida vendors must register and complete an electronic Florida Substitutes Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://www.myfloridacfo.com/Division/AA/StateAgencies/documents/W-9Instructions022212.pdf>

3.7 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and vendors drug-free. Section 287.087, Florida Statutes, provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit Form 5 (Drug-Free Workplace Certificate) to certify that the Respondent has a drug-free workplace program. The Vendor shall describe how it will address the implementation of a drug-free workplace in offering the items of proposal.

In the event that the Department receives identical Proposals from two (2) or more responsive Respondents with drug-free workplace programs, the final determination of the award shall be decided through the toss of a coin in a public meeting.

3.8 Office of Supplier Development

The Office of Supplier Development has standing to protest, pursuant to Section 287.09451, F.S., in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding respondent has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low respondent with no participation may be deemed not in "good faith."

Office of Supplier Development
Florida Department Management Services

4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950
Telephone: 850-487-0915
Fax: 850-922-6852
Email Address: osdhelp@dms.fl.gov

3.9 Licenses, Permits, Other Charges

The successful Respondent shall pay for any and all licenses, permits, other charges and taxes required for the Contract, and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this Contract.

3.10 Employment Eligibility Verification (E-Verify)

Pursuant to State of Florida Executive Order No. 11-116, Vendor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Vendor during the contract term.

Only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization may perform work on this contract. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.

Pursuant to section 448.095, F.S., the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

E-Verify is fast, free and easy to use – and it's the best way employers can ensure a legal workforce. For more information, please visit <https://www.e-verify.gov/ase> visit.

3.11 Subcontracting

The successful Respondent shall not subcontract, assign, or transfer any work identified under the resulting Contract without prior written consent of the Department. The awarded Respondent will be the prime service provider and shall be responsible for all work performed and all Contract deliverables.

3.12 Copyrighted Material

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, and Florida Statutes.

3.13 Vendor's Duties to Assert Exemption from Disclosure as a Public Record

Any Proposal content submitted to the Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and

so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked "exempt", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Respondents are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. The Department will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), Florida Statutes, or Section 688.002, Florida Statutes, where identified as such in the Proposal, to the extent permitted under Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes. Each Respondent acknowledges that the protection afforded by Section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Department.

It will be the responsibility of the Respondent to defend the confidentiality of its trade secrets through the judicial process.

3.14 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Replies whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. (Form 5 - Disclosure Statement Conflict of Interest Disclosure). All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement. The selected Respondent shall be required to provide written notification to the Department within five (5) working days of the discovery of any potential conflict of interest. The Department reserves the right to make an independent determination as to whether or not a conflict of interest exists.

END OF SECTION 3

SECTION 4 – PROPOSAL CONTENT

Each Proposal shall be prepared simply and economically, following the instructions contained herein. Note: Fancy binding of replies, colored displays in replies, and promotional material are not desired. There is no intent to limit the content of the Proposal and additional information deemed appropriate by the Respondent may be included. However, cluttering the Proposal with irrelevant material makes the review more difficult.

All Proposals and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. All Proposals and related documents submitted in response to this RFP shall become the property of the State of Florida.

4.1 Special Instructions for the Preparation of Proposals

The instructions for this solicitation have been designed to help insure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and reply time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated. Proposals are to be divided into three (3) sections:

- SECTION ONE: Administrative Qualification Documents
- SECTION TWO: Technical Response
- SECTION THREE: Price Proposal

4.2 SECTION ONE – Administrative Qualification Documents

Tab 1 – Attachments, Forms and Certifications

Responses to this RFP should include the following original documents and certifications:

1. Acknowledgement Form (Page 1 of this RFP)
2. Form 1 – Mandatory Responsiveness Requirements
3. Form 2 – Contact Information
4. Form 4 – Subcontracting
5. Form 5 – Drug Free Workplace Certification
6. Form 6 – Conflict of Interest Disclosure
7. Form 7 – Non-Collusion Affidavit
8. Form 8 – Statement of No Involvement
9. Form 9 – Security Acknowledgement
10. Form 10 – Non-Disclosure Agreement
11. Proof of Business Registration (must be provided prior to Contract execution- see Section 5.1.6, Proposal Submittal Requirements)

[Please note – Attachment C and Form 3 are required in separate Sections as detailed below]

4.3 SECTION TWO – Technical Response

Failure of the Respondent to provide any of the information required in this section of the Proposal may result in a score of zero for that criteria of the evaluation or may result in the Proposal being deemed non-responsive and rejected.

This section should be prepared by each Respondent utilizing 8.5" x 11" paper. All pages should be consecutively numbered.

Using the description of work outlined in Attachment B, Statement of Work/Technical Specifications, Respondents should prepare their Proposals in the order of the outlines below, with the sections tabbed for ease of identification and review.

Tab 1: Executive Summary

Each Respondent must prepare and include an Executive Summary that summarizes the key points from the Respondent's Proposal. The Executive Summary must begin with company/division's street address; and size of business, CBEs status, and a summary of the key points from the Respondent's Proposal.

Tab 2: Client Reference Form

Each Respondent must complete and include Form 3, the Client Reference Form for three (3) customers to whom Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP. If the Respondent is a current or former Contractor to the Department, the Respondent may indicate this information on a separate document, however, this shall not count as one (1) of the three (3) required Client References.

Tab 3: Work Samples

The Respondent will provide two (2) samples of similar projects completed within the past five (5) years.

Tab 4: Professional Experience

The Respondent must list three (3) separate and verifiable clients. The purpose of this section is to provide the Division with a basis for determining the Respondent's direct experience that is relevant to the requirements of this solicitation.

Each Respondent should provide details on three (3) similar contract executed in the last five (5) years that are of scope to the services sought in this RFP. Please be sure to identify all relevant similarities or differences to such contracts when compared to the services sought in this RFP. The Division desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

It is mandatory that the Respondent provide documentation of past performance. Such documentation is to include:

T1.1 *Overall Experience.*

- A. Provide three previous work product examples similar in scope to the services requested in this RFP.
- B. Describe the number of years and month of experience with the requested

services in each of the following categories:

- Experience in evaluating library programs and services. Include a description of the methodology used in the evaluation.
- Experience in evaluating long-range or five-year plans. Include a description of the methodology used in the evaluation.

C. Describe extent of this type of work performed for any of the follow that apply:

- State Library Administrative Agency
- State Agency
- Governmental Entity
- Public Library
- Academic Library

T1.2 *Qualifications.* This section should present the qualifications of the Respondent and Respondent's team. The following topics must be addressed:

- Provide names and resumes of all members of the evaluation team. Include the number of years they have been with the Respondent company and experience with evaluating library services.

T1.2 *Project Approach and Methodology.*

- Describe how you will evaluate the effectiveness of programs funded with Library Services and Technology Act Funds administered by the Division of Library and Information Services. Provide details pertaining to the methodology to be used.
- The methodology should provide for input from a broad spectrum of stakeholders (using focus groups) and the extent that information gathered will lead to a thorough evaluation, which will allow the Division to develop a resulting plan that represents responsiveness and innovation.
- Include a project plan that covers all phases of project implementation including, but not limited to deliverables, milestones, timelines, and responsibilities.

4.4 SECTION THREE: Price Proposal

Tab 1 - Attachment C - Price Proposal Sheet

Each Respondent shall use the form provided as Attachment C, Price Proposal Sheet, to provide fixed price rates for the services requested in this RFP.

The prices provided shall include the cost of all necessary activities to accomplish the services outlined in the RFP and the Proposals hereto, including, but not limited to MFMP transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel, and incidental expenses. Failure by the Respondent to provide a price on Attachment C may result in the Proposal being deemed non-responsive, and therefore, the Proposal may be rejected. Footnotes, notations, and exceptions made to Attachment C may not be considered.

Respondents must not include any technical response information or alternative terms and conditions within the Price Proposal Sheet. Proposals that include such information in the Price Sheet will be rejected as non-responsive.

END OF SECTION 4

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

5.1 Mandatory Responsiveness Requirements

The Department will not evaluate Proposals from Respondents that do not meet the minimum requirements listed below. The Respondent's Experience and Ability narrative and Proposed Technical Response will be addressed during the evaluation phase and will not be evaluated for the determination of responsiveness.

Provide a signed Form 1 - Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

- 5.1.1 The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this RFP on the Respondent's behalf.
- 5.1.2 The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualifications or exception.
- 5.1.3 The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by Section 3.1 herein.
- 5.1.4 The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001.
- 5.1.5 The Respondent must certify the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

Note: The certifications required in subsections 5.1.1 through 5.1.5 are to be accomplished through the execution of Form 1 – Responsiveness Requirements.

- 5.1.6** The Respondent must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State Registration.

Note: Florida Statutes require out-of-state business entities transacting business in Florida to register or obtain authorization from the Florida Department of State, Division of Corporations, to transact business in this state. See sections 605.0903, 607.1501, 607.1503, 620.1902, 620.1903, or either applicable statute(s). If not already registered or authorized, the Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded.

Website: www.sunbiz.org

- 5.1.7** The Respondent must submit their Proposal in accordance with Section 4 of this RFP.

5.2 How to Submit a Proposal

Respondents shall submit the proposal in (a) properly marked, sealed box(es) containing the following:

- 5.2.1** One (1) signed original un-redacted bound version of the Proposal (excluding Attachment C, Price Proposal Sheet), with three (3) un-redacted, bound copies.
- 5.2.2** One (1) signed original Price Proposal Sheet (Attachment C) in a separate sealed 8.5 x 11 manila envelope.
- 5.2.3** One (1) scanned copy of the entire Proposal in and Attachment C, Price Proposal Sheet in Adobe (.pdf) on a CD or USB flash drive.

Note: Large files may be scanned as separate files.

- 5.2.4** **If applicable**, one (1) electronic redacted copy of the entire Proposal on a CD or USB flash drive (as described in Section 3.13, Copyrighted Material of this RFP).

Electronic files should be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

If a Respondent fails to submit the electronic, signed copies with its Proposal, the Department reserves the right to contact the Respondent by telephone for submission of this document via email. This right will be exercised only when the Proposal has met all other requirements of the solicitation.

5.3 Delivery of Proposal

It is the Respondent's responsibility to ensure their Proposal is delivered to the proper place and by the deadline stipulated in the Timeline of Events and Addendum to Solicitation. Proposals must be submitted in a sealed envelope/package by U.S. Mail, express or expedited courier delivery service, private courier, or hand delivery.

Notwithstanding Section 3 of the “State of Florida PUR 1001 (10/06) General Instructions to Respondents”, the Department of State does not accept Electronic Submission of Responses via email.

The DOS Building is a secured facility. If you are hand-delivering the Proposal, please allow for sufficient time to gain access into the building. **PROPOSALS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED.** The Department’s clocks will provide the official time for Proposal receipt. The shipping package should be addressed as follows:

Attention:

David Shufflebotham, Procurement Officer
Florida Department of State,
Division of Administrative Services,
Purchasing Office
500 S. Bronough Street – Room 428
Tallahassee, Florida 32399-0250

Respondent’s Name

Solicitation Number: RFP No.: DOS-RFP-25/26-098

Title: Consultant Services for a Five-Year Evaluation of the Library Services and Technology Act Grant Program

Proposal Opening: July 2, 2026 at 3:00 P.M. EST

The Department is not responsible for opening improperly marked Proposals.

5.4 Proposal Opening

A public opening will be conducted at the time and date specified in Section 2.3, Timeline of Events and Addendum to Solicitation in the Purchasing Office, Suite 428 located at R.A. Gray Building, 500 S. Bronough Street, Room 428, Tallahassee, Florida, 32399-0250.

The public opening will be conducted on the time and date specified in Section 2.3, Timeline of Events and Addendum to Solicitation, and public can attend via conference call by using the information below.

Conference Call Number: 1-888-585-9008 Room Number: 666-567-017

After the public opening, the name(s) of all Respondents submitting Proposals shall be made available to interested parties upon request to the Procurement Officer.

5.5 Proposal Administrative Review

The Department reserves the right to accept or reject any and all proposals failing to meet mandatory responsiveness requirements, or containing material deviations, or separate portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interest. Additionally, the Department reserves the right to reject any and all proposals and to re-solicit if in the best interest of the Department.

Respondents are responsible for thoroughly reviewing the specifications of this RFP

5.5.1 Non-Responsive Replies

Each Respondent shall submit a Proposal that meets all material requirements of this RFP. The Department will review Proposals to determine the material requirements as outlined in the RFP. The Department seeks to maximize competition and reserves the right to seek clarification from Respondents to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Respondent to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Proposals may include, but are not limited to, those which: fail to utilize, complete, and/or submit the mandatory prescribed forms; include terms and conditions contrary to the requirements of this solicitation; do not contain original authorized signatures; contain Technical or Proposal information contrary to those outlined in this RFP; and are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED UNLESS, AT THE DEPARTMENT'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE PROPOSAL BY THE DEPARTMENT AND CAN BE EASILY AND QUICKLY REMEDIED.

The Department reserves the right to waive minor irregularities in a Proposal. A minor irregularity is a variation of a technical nature to this RFP which does not affect the price of the Proposal or give the Respondent(s) a substantial or unfair advantage over other Vendors. At its sole discretion, the Department may request a Respondent to provide clarifying information or additional materials to correct a minor irregularity. However, the Department will not request, and the Respondent shall not provide, additional materials that affect the price of the Proposal or give the Respondent an advantage or benefit not provided to all responding Vendors.

5.5.2 Disqualification for Non-Responsibility

The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the Respondent's capability of fully performing a contract for the services outlined in this RFP as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a responsible vendor. The Department will reject the Proposal submitted by any Respondent deemed irresponsible.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the Respondent is not a responsible vendor include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate

business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

5.5.3 Material Deviations

The Department has established certain requirements with respect to Proposals to be submitted by Respondents. A deviation is material if, in the Department's sole discretion, the deficient Proposal is not in substantial accord with this RFP requirements, provides an advantage to one Respondent over other Respondents, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department, or otherwise adversely impact the Department's interest. Material deviations cannot be waived and will be the basis for rejection of a Proposal.

5.5.4 Changes to Proposal

No substitutions, variations or changes to contract terms, conditions or specifications will be permitted or acknowledged unless approved, in writing, by the Department's Purchasing Office. Rule 60A-1.002(11), Florida Administrative Code (F.A.C.), specifically prohibits modification of a Proposal after Proposals are opened. Therefore, any changes or variations to the original contract terms, conditions or specifications must have the written approval of the Purchasing Office prior to the opening date.

5.5.5 Withdrawal of Proposal

A Respondent may withdraw a Proposal by written notice to the Department on or before the deadline specified in Section 2.3, Timeline of Events and Addendum to Solicitation. Such written notice is to be submitted to the Procurement Officer.

5.5.6 Proposal Preparation Cost

The Department is not liable for any costs incurred by a Respondent in responding to this RFP, including those for oral presentations, if applicable.

END OF SECTION 5

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SECTION 6 - SELECTION METHODOLOGY

The Department evaluation team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP.

6.1 Proposal Evaluation

Proposals will be evaluated using the criteria set forth in this section.

Evaluators will not search through the Proposals for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the RFP organization and content specified in Section 4, Proposal Content. The Department will attempt to clarify ambiguous or inconsistent information with a clarification request(s). In reply to a clarification request, the Department will not allow or evaluate any information that does not respond directly to the clarification request.

Respondents are responsible for thoroughly reviewing the RFP requirements to ensure that their Proposals, and proposed approach, are fully compliant and thereby avoids the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned to the portion of the Proposal that is non-compliant.

6.2 Evaluation Criteria

This RFP contains requirements that are specified in Attachment B, Statement of Work/Technical Specification. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive. A maximum of **104** points may be awarded to a response by each reviewer. Total points awarded to each response by each reviewer will be aggregated and divided by the number of reviewers to determine the average points awarded to each response. Based on the average scores, the respondent receiving the highest average points will be selected. The categories for evaluation and a general statement of the criteria for each one are outlined below.

Use the following rating scores to rate the evaluation question in Attachment	AWARD CRITERIA
RATING	EVALUATION DESCRIPTION
Excellent	The technical proposal exceeds all technical requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Good	The technical proposal exceeds all technical requirements for the service component specified. The approach is comprehensive

	and complete in every detail. The technical proposal approach contains some innovative details for some of the components specified.
Adequate	The technical proposal meets all technical specifications and requirements for the component specified.
Poor	The technical proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	The technical proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	The technical proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the technical proposal.

[Please note - the points identified below are guides and not the only values that can be awarded. For example, an evaluator may award any integer between 0 and 18 points for Proposed Methodology]

EVALUATION CRITERIA	
Categories	Technical Score
<p>Proposed Methodology Proposal(s) will be evaluated to determine the appropriateness of the approach and methodology. The methodology should provide for input from a broad spectrum of stakeholders (using focus groups) and the extent that information gathered will lead to a thorough evaluation which will allow the Division to develop a resulting plan that represents responsiveness and innovation.</p> <p>(Excellent - 18; Good - 13; Adequate – 8; Poor – 3; Unsatisfactory – 1; Not Addressed – 0)</p>	<p>18 Maximum points (per evaluator)</p>
<p>Consulting Services Proposal(s) will be evaluated on the Respondent’s demonstrated experience in providing consulting services to State Library Administrative Agencies, other state agencies, or governmental entity.</p> <p>(Excellent - 18; Good - 13; Adequate – 8; Poor – 3; Unsatisfactory – 1; Not Addressed – 0)</p>	<p>18 Maximum points (per evaluator)</p>
<p>Proposed Plan and Schedule Proposal(s) will be evaluated on the Respondent’s work plan, including project management, the respondent’s project schedule, and project timeline.</p> <p>(Excellent - 18; Good - 13; Adequate – 8; Poor – 3; Unsatisfactory – 1; Not Addressed – 0)</p>	<p>18 Maximum points (per evaluator)</p>
<p>Project Manager/Staff The quality of the Respondent’s project team will be evaluated based on professional experience and competence to conduct the evaluation and planning, plus demonstrated expertise in statistical and qualitative research methods. The availability of resources and time will also be used to evaluate the respondent’s capability to perform. The project team must have experience evaluating and planning library services. It is desirable, but not required, that the project team have experience evaluating and planning for statewide library services in a federal grant program.</p> <p>(Excellent - 18; Good - 13; Adequate – 8; Poor – 3; Unsatisfactory – 1; Not Addressed – 0)</p>	<p>18 Maximum points (per evaluator)</p>

<p>References and Samples Provided</p> <p>The Respondent will provide two (2) samples of similar projects completed within the past five (5) years. The samples will include the activities performed during the project, the scope of the work, and a summary of the final outcome. References may be contacted during the process of evaluating the responses. Project samples will be evaluated for clarity, content, relevance and scope. The content and quality provided by references will affect the number of points awarded.</p> <p>(Excellent - 22; Good - 17; Adequate – 11; Poor – 5; Unsatisfactory – 1; Not Addressed – 0)</p>	<p>22 Maximum points (per evaluator)</p>
<p>Price Proposal</p>	
<p>1. The Department will take the following steps upon reviewing the Respondent's Price Sheet (Attachment C).</p> <ol style="list-style-type: none"> Confirm that the Proposal includes a fixed price Confirm that the Proposal is submitted using the Department's Price Sheet (Attachment C). Confirm that prices are clear and unambiguous Confirm that the Respondent has not submitted any Technical Response information, Respondent assumptions, changes or additional terms and conditions <p>2. The maximum available points will be awarded to the Respondent with the lowest Price Proposal.</p> <p>(Pricing for Optional Services will not be included in the score.)</p> <p>3. The remaining proposals from all other Respondent's will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:</p> <p>(Lowest Price Submitted / Actual Price submitted by Respondent) X 10 = Points awarded</p>	<p>10 Maximum points (per evaluator)</p>
<p>Total Possible Points for the Project Proposal, per evaluator</p>	<p>104</p>

6.3 Identical Scoring of Replies

In the case of an exact tie in the scoring, the tie will be resolved in accordance with section 295.187, Florida Statutes and Rule 60A1.011, Florida Administrative Code, which may include certification that a drug-free workplace has been implemented. Vendors may execute and return Certification of a Drug Free Workplace (Form 5), to be considered in the event of an exact tie score.

6.4 Basis of Award

The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals.

6.5 Posting of Notice of Agency Decision

The Notice of Agency Decision will be posted on the anticipated date shown in the Section 2.3, Timeline of Events and Addendum to Solicitation, and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). 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 response.

Posting will be made available on the MyFloridaMarketPlace Vendor Information Portal at:

<https://vendor.myfloridamarketplace.com/search/bids> and at the Department of State's Purchasing Office located in Tallahassee, Florida.

The Department shall not be obligated to pay for information obtained from or through any Respondent prior to entering into a contract with the successful Respondent.

Pursuant to Section 120.57(3) Florida Statutes and PUR 1001 Section 20, any Respondent who is adversely affected by the Department's recommended award or intended decision must file a Notice of Protest or Formal Written Protest with the Agency Clerk in the Department's Office of General Counsel, at: DOS.GeneralCounsel@DOS.MyFlorida.com, or by mail or hand delivery to 500 South Bronough Street, Tallahassee Florida 32399.

Failure to file a protest within the time prescribed in subsection 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.

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ATTACHMENT A
SAMPLE CONTRACT

(Placeholder/Document Location in the Vendor Informational Portal (VIP))

ATTACHMENT B

STATEMENT OF WORK/TECHNICAL SPECIFICATIONS

I. **Overview**

The Department of State, Division of Library and Information Services (Division) is issuing this Request for Proposals (RFP) to secure competitive proposals from qualified vendors who are able to conduct a five-year evaluation and consult on the development of a five-year state plan for library development in Florida.

II. **Background**

The Florida Department of State, Division of Library and Information Services (Division) provides library, records management, and archival services at the state and local levels. The Division provides direct library services to state government; develops library services statewide; and provides archival and records management services, technical assistance, education, financial aid, and cooperative services. Working in partnership with archivists, librarians, records managers, governmental officials and citizens, the Division seeks to assure access to materials and information of past, present and future value to enable local libraries and agencies to provide effective information services for the benefit of the people of Florida.

III. **Goals and Objectives**

An experienced consultant will conduct an evaluation of activities of Florida's current Library Services and Technology Act Five-Year Plan.

The evaluation will be carried out in the context of the Division's stakeholders and its relationship to library development activities. Additionally, the evaluation will focus on the use of Library Services and Technology Act grant funds in achieving the goals of Florida's current LSTA Five-Year Plan.

The evaluation will be comprised of analyzing current programs and activities to determine which are still valid in today's environment; which should be continued or maintained as a transition to new priorities; and which should be discontinued.

Stakeholders will be involved in the process during the information gathering phase. They include:

- Division staff
- State Library Council members
- Regional multitype library cooperative staff
- Staff of public, school, academic, and/or special libraries throughout the state.
- Public Library advisory and governing boards and local government officials
- Statewide single-type networks (i.e. Florida Virtual Campus) and their staff

Regional focus group (minimum of ten with a mixture of in person and virtual) meetings will be conducted with the aforementioned stakeholders to elicit feedback specific to all library activity supported by the Division throughout the State of Florida

Final Product: This shall result in a written five-year evaluation that meets the requirements of the Institute of Museum and Library Services (IMLS) as follows:

Documents required for the Five-Year Evaluation include a cover page (1 page), evaluation summary (2-5 pages), evaluation report (25 pages, max.), and appendices. The document must be ADA accessible, meeting level AA WCAG 2.1 standards. Please format as specified below:

Cover Page (1 page)

- State Library Administrative Agency (SLAA)
- Title of the evaluation
- Evaluator(s) name and organizational affiliation
- Date
- Name of the team, branch, unit, or person commissioning the evaluation

Evaluation Summary (2-5 pages)

- Summarize key findings for the three retrospective and three process questions below.
- Briefly describe the evaluation methodology, referencing the four methodology questions below.

Evaluation Report (25 pages max.)

- Answer the first six questions under A. Retrospective and B. Process in order, and numbered as they are below.
- Describe the methodology employed, responding to the four questions under C. Methodology, below.

A. Retrospective Questions

A-1. To what extent did your Five-Year Plan activities make progress towards each goal? Describe what factors contributed to the outcome (e.g., staffing, budget, partners).

- Organize findings around each goal of the state's 2023-2027 Five-Year Plan
- Categorize each goal as either 1) achieved, 2) partly achieved, or 3) not achieved

A-2. To what extent did your Five-Year Plan activities achieve results that address national priorities associated with the Measuring Success focal areas and their corresponding intents?

The focal areas are:

- Lifelong Learning
- Information Access
- Institutional Capacity
- Employment & Economic Development
- Human Services
- Civic Engagement

A-3. Did any of the following groups represent a substantial focus for your Five-Year Plan activities? (Yes/No)

- Library workforce (current and future)
- Individuals living below the poverty line
- Individuals that are unemployed/underemployed
- Individuals from racial or ethnic minority populations

- Immigrants/refugees
- Individuals with disabilities
- Individuals with limited functional literacy or information skills
- Families
- Children (aged 0-5)
- School-aged youth (aged 6-17)

For the purposes of this question, a substantial focus would represent at least ten percent of the total amount of resources committed by the overall plan across multiple years. For those who answer Yes to any of the above groups, please describe how each group was reached. If there are important groups that did not meet the ten percent threshold or do not appear in the list above, please consider describing these as well.

B. Process Questions

B-1. How has the SLAA used any data from the State Program Report (SPR) and elsewhere (e.g., Public Libraries Survey) to guide activities included in the Five-Year Plan?

B-2. Specify any modifications the SLAA made to the 2023-2027 Five-Year Plan, and specifically changes to goals. What was the reason for this change?

B-3. How and with whom has the SLAA shared data from the SPR and from other evaluation resources?

B-4. How has the SLAA used the 2018-2022 Five-Year Evaluation to inform data collected for the 2023-2027 Five-Year Evaluation? How has the SLAA used this evaluation information throughout this five-year cycle?

B-5. Discuss how the SLAA will share the key findings and recommendations from this evaluation with others.

C. Methodology Questions

C-1. Describe how the Five-Year Evaluation was implemented independently using the criteria described in the section of this guidance document called Selection of an Independent Evaluator.

C-2. Describe the types of statistical and qualitative methods (including administrative records) used in conducting the Five-Year Evaluation. Describe their validity and reliability.

C-3. Describe the critical partners involved in the development of the various stages of the Five-Year Evaluation and how they were engaged?

IV. Scope of Work & Details of Deliverables

The Consultant will research and analyze Florida’s federally funded library development projects administered under its current five-year plan and the data produced from project activities and funding allocations. The Consultant will develop an evaluation of Florida’s state plan for library development and determine if Florida has either achieved, partly achieved or not achieved the goals of its plan. The Consultant will work collaboratively with the Division to complete the project.

A. Deliverable #1: Research and Data Analysis of Florida’s LSTA projects

The Consultant will research information related to Florida's LSTA grant projects and analyze data related to those projects' activities. The Consultant will submit a summary of any findings related to this data analysis to the division no later than August 31, 2026.

B. Deliverable #2: Conduct a Statewide Needs Assessment

The Consultant will conduct a statewide needs assessment of Florida's libraries. This can include surveys, focus groups, interviews and other methodologies. The Consultant will submit a statewide needs assessment report to the division no later than October 31, 2026.

C. Deliverable #3: Initial draft of the Five-Year Evaluation

The Consultant will begin to synthesize their research, analysis, and needs assessment into the first draft of Florida's Five-Year Evaluation of its LSTA program. The Consultant will submit a copy of the first draft of the five-year evaluation to the division no later than November 30, 2026.

D. Deliverable #4: Final Five-Year Evaluation

The Consultant will complete Florida's Five-Year Evaluation of the LSTA program. The Consultant will submit a completed five-year evaluation to the division no later than January 31, 2027.

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Deliverable No. 1 – Research and Data Analysis of Florida’s LSTA projects.		
Task	Performance Measures	Financial Consequences
The Consultant will research information related to the Florida’s LSTA grant projects and analyze data related to those projects’ activities.	The Consultant will submit a summary of all findings related to this data analysis to the division no later than August 31, 2026.	1% of deliverable amount will be deducted from the payment for each day the deliverable is late.
Deliverable #1 - Not to exceed 30% of the total cost		
Deliverable No. 2 – Conduct a Statewide Needs Assessment		
Task	Performance Measures	Financial Consequences
The Consultant will conduct a statewide needs assessment of Florida’s libraries. This can include surveys, focus groups, interviews and other methodologies.	The Consultant will submit a statewide needs assessment report to the division no later than October 31, 2026.	1% of deliverable amount will be deducted from the payment for each day the deliverable is late.
Deliverable #2 – Not to exceed 30% of the total cost		
Deliverable No. 3 – Initial Draft of the Five-Year Evaluation		
Task	Performance Measures	Financial Consequences
The Consultant will begin to synthesize their research, analysis, and needs assessment into the first draft of Florida’s Five-Year Evaluation of its LSTA program.	The Consultant will submit a copy of the first draft of the five-year evaluation to the division no later than November 30, 2026.	1% of deliverable amount will be deducted from the payment for each day the deliverable is late.
Deliverable #3 - Not to exceed 30% of the total cost		
Deliverable No. 4 – Final Five-Year Evaluation		
Performance Measures	Performance Measures	Financial Consequences
The Consultant will complete Florida’s Five-Year Evaluation of the LSTA program.	The Consultant will submit a completed five-year evaluation to the division no later than January 31, 2027.	1% of deliverable amount will be deducted from the payment for each day the deliverable is late.
Deliverable #4 – Not to exceed 10% of the total cost		

Respondents will maintain documentation to evidence completion of tasks related to each deliverable.

V. Contractor's General Responsibilities

Contractor(s) will provide a single point of contact (POC) to communicate and oversee the Services provided to the Division. The Contractor(s) will also provide Project Management to ensure:

- A. Alignment with the overall project timelines;
- B. Status updates;
- C. Management of the costs of time, services and materials to remain within the Department budget;
- D. Proactive identification and communication of challenges; and
- E. Coordination of quality control.

The Department will designate a Contract Manager to communicate with the Contractor(s) point of contact (POC) and serve as a liaison with Division and Department management. The Department Contract Manager will ensure the established project timelines and budget authority are monitored and met.

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ATTACHMENT C - PRICE PROPOSAL SHEET

Consultant Services for a Five-Year Evaluation of the Library Services and Technology Act (LSTA) Grant Program

The price must include all services, material and labor necessary to complete the services detailed in this RFP.

TOTAL COST \$ _____

Respondents may provide Optional Services to be considered throughout the base term of this Contract. Additional offerings are fixed prices and are only available for increase during any Contract or extension. Respondents should include options asked for, as well as any additional offerings, to this Price Table B or expand the table via an attachment to this Price Proposal Sheet if additional space is needed. **The pricing for Optional Services will not be included for scoring of the Price Proposal Sheet.**

Consultant Services for a Five Year Evaluation of the Library Services and Technology Act Grant Program	
Description	Costs
Deliverable No. 1 – Research and Data Analysis of Florida’s LSTA projects	(not to exceed 30% of the total cost listed above)
Deliverable No. 2 – Conduct a Statewide Needs Assessment	(not to exceed 30% of the total cost listed above)
Deliverable No. 3 – Initial Five-Year Evaluation Draft	(not to exceed 30% of the total cost listed above)
Deliverable No. 4 – Final Five-Year Evaluation	(not to exceed 10% of the total cost listed above)

BY AFFIXING MY SIGNATURE, I AM CONFIRMING THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS RFP, AND THAT I AM THE INDIVIDUAL AUTHORIZED TO BIND MY FIRM/ORGANIZATION TO THE SAME TERMS AND CONDITIONS OF THIS RFP AND THE PRICING OFFERED HEREIN.

Respondent: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FEID #: _____

Authorized Signature Date

Printed Name and Title

ATTACHMENT D
GENERAL CONDITIONS
(PUR 1000)

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1. Definitions. Capitalized terms used herein are defined as follows:

- (a) "Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
- (b) "Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S").
- (c) "Contract" means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A- 1.001, Florida Administrative Code ("F.A.C.").
- (d) "Contractor" means the person or entity that is a party to the Contract and is providing Products to the Customer.
- (e) "Customer" means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.
- (f) "Product" means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on

“Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) “State” means the State of Florida.

2. Contract Formation and Amendment.

- a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor’s performance under the purchase order is deemed to be acceptance of the terms thereof.
- b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer’s issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer’s acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control,

(2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is

substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

- a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

- b. Administration.
- i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
 - ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.
 - iii. Notices. Where the term "written notice" is used to specify a notice requirement

herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party's Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

- iv. **Severability.** If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- v. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- vi. **Survivability.** The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.
- vii. **Third Party Beneficiaries.** The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

- a. **Term.** The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract,

whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

b. Suspension of Work. The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

c. Termination.

i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

- ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

- v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.
- vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

- a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

- b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

- c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.

- d. Employees, Subcontractors, and Agents.
 - i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer’s Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor’s proposed method of subcontractor performance monitoring; (v) certification of subcontractor’s compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor’s use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

- ii. Qualifications and Access. All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise

assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer's security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- iii. E-Verify. The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.
- iv. Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor's employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.
- e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.
- f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.
- g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately

identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.
- i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.
- j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

- l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will

not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or

(ii) terminate the Contract in whole or in part.

- o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

- a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

- c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official

for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

- a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

- c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.
- d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as

prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.

- e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.
- f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.
- h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

- a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.
 - i. Dispute Resolution Process.

- (a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.
- (c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or

(a) – (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

- ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.
- b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties

agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.

- c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

d. JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.

- e. Insurance Requirements.

- i. Coverages.

- (a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.
 - (b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

- ii. Terms.

- (a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the

- policy is cancelled.
- (b) **No Loss Deductible Clause.** The Customer will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.
 - (c) **Duration.** The insurance policies identified above must be “per occurrence” and maintained throughout the Contract term.
 - (d) **Subcontractor's Insurance.** The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.
- f. **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

- g. **Limitation of Liability.** For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products

rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

- a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

- b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

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

10. Public Records.

- a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

- b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the

Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the

Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor’s Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida’s public records laws, the Customer may disclose such Confidential Information without liability hereunder.

- c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer’s Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:
 - i. Keep and maintain public records required by the Customer to perform the service.
 - ii. Upon request from the Customer’s custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.
- iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.
- d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

11. Security and Confidentiality. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the

Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

12. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

ATTACHMENT E
GENERAL INSTRUCTIONS TO RESPONDENTS
PUR 1001

Contents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) "Response" means the material submitted by the respondent in answering the solicitation.

(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalent. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable

specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <https://vendor.myfloridamarketplace.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm

until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

21. Limitation on Vendor Contact with Agency During Solicitation Period.

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 response.

ATTACHMENT F

PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ATTACHMENT G

PUR 2024

Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

ATTACHMENT H

VENDOR CERTIFICATION FORM

(Placeholder/Document Location in the Vendor Informational Portal (VIP))

FORM 1 – Mandatory Responsiveness Requirements

SOLICITATION REFERENCE	MANDATORY RESPONSE
5.1.1	The Respondent certifies that the person submitting the Proposal and its pricing is authorized to respond to this RFP on the Respondent's behalf.
5.1.2	The Respondent certifies that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.
5.1.3	The Respondent certifies that the Respondent is in compliance with section 9 of the PUR 1001 form as modified by Section 3.1 herein.
5.1.4	The Respondent certifies that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.
5.1.5	The Respondent must certify the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel.
5.1.6	<p>1.1.1 The Respondent must submit proof of Articles of Incorporation, or other legal recognition as a business entity by a state or territory of the United States, and/or Florida Department of State Registration.</p> <p>Note: Florida Statutes require out-of-state business entities transacting business in Florida to register or obtain authorization from the Florida Department of State, Division of Corporations, to transact business in this state. See sections 605.0903, 607.1501, 607.1503, 620.1902, 620.1903 or other applicable statute(s). If not already registered or authorized, the Respondent agrees to attain such authorization within seven (7) business days of notice of award, should the Respondent be awarded. Website: www.sunbiz.org</p>

The signature below certifies that the signatory has the authority to respond to this RFP on the Respondent's behalf, and certifies conformance with all Mandatory Responses listed above.

 Name of Respondent's Organization

 Printed Name of Organization's Authorized Representative

 Signature of Organization's Authorized Representative

 Date

FORM 2 – CONTACT INFORMATION

For solicitation purposes, the Respondent's Contact person shall be:	For contractual purposes, should the contact persons shall be (if this column is blank, the contact person for solicitation purposes shall be the contact person for contractual purposes):
Name:	Name:
Title:	Title:
Company Name:	Company Name:
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile:
E-mail	E-mail

The signature below certifies that the information above is complete and correct at the time of signing.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date

FORM 3 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

In the spaces provided below, the Respondent is to list business names under which it has operated during the past three (3) years, if different from its current business name. Mark **N/A**, if the business name has not changed within the past three (3) years.

On **page 2** of this attachment, the Respondent shall provide the information for five (5) separate, client references.

The Respondent shall provide at least three (3) separate and verifiable references **that** meet the minimum experience requirement set forth in Section 4, Proposal Content of the RFP. The Respondent should pay close attention to the experience requirement and select references who can verify that the requirement has been met. The Respondent is to indicate which reference(s) can verify the minimum experience requirement established by entering **Yes** or **No** at the bottom of the form.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

Respondent Name:

Respondents are required to submit with their Proposal, three (3) references that have been provided services of a similar size and parameters of those requested in this solicitation. The Department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

2) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES

Respondent Name:

3) Name of Organization: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Description of Project: _____

FORM 4 – SUBCONTRACTING

The Respondent is to complete the information below for all subcontractors that will provide services to the Respondent to meet the requirements of the resultant Contract, should the Respondent be awarded.

Submission of this form does not indicate the Department’s approval, but provides the Department with information on proposed subcontractors for review.

Submit a separate sheet for each subcontractor.

Section 1. There will be subcontractors for this solicitation YES _____ NO _____ (place a check where applicable). If “No”, the Respondent is not required to complete Sections 2 and 3.

Section 2.

Service(s): _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Currently Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?

Yes No

Occupation License No.: _____

Acknowledgement from Respondent this subcontractor has successfully complied with the “Subcontractor Acceptance Process”. Yes No

W – 9 Verification? Yes No

Section 3. In a job description format, on the back of this page, list the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

Section 4. The signature below certifies the accuracy of the subcontractors and their duties should the Respondent be awarded a Contract resulting from this solicitation.

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 5 – DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

- 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, 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 the scope of this proposal 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 the scope of this proposal, 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, Florida Statutes 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 **OR** by checking the box below, I attest that the organization does not fully comply with the described criteria for a drug free workplace.

The organization **does not** meet the described criteria for a drug free workplace.

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 6 – CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Florida Department of State, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Contractor’s firm or any of its branches or affiliates. All Contractors must also disclose the name of any previous employee(s) of the Department who has received or will receive compensation of any kind to seek to influence the actions of the Department in connection with this procurement.

The following persons are officers, directors, employees, or agents of Contractor’s firm **and** state officers or employees:

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Contractor’s firm:

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Contractor:

The Contractor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

The signature below certifies that all persons with a potential conflict of interest, as defined by Chapter 112, Florida Statutes, have been identified above.

Name of Respondent’s Organization

Printed Name of Organization’s Authorized Representative

Signature of Organization’s Authorized Representative

Date

FORM 7 – NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I state that I _____ of _____,

(Name and Title) (Name of Organization)

am authorized to make this affidavit on behalf of my organization and its owner, directors and officers. I am the person responsible in my organization for the price(s) and amount(s) of this Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, Offerer/Respondent, or potential Offerer/Respondent.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) in this Reply, have been disclosed to any other organization or person who is a Provider, potential Provider, Offerer/Respondent, or potential Offer/Respondent, and they will not be disclosed before the Reply opening.
3. No attempt has been made or will be made to induce any organizations or persons to refrain from submitting a Reply for this Contract, or to submit a price(s) higher than the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply from my Organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Organization)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Offer, on any public Contract, except as follows:

I state that I and the named Organization understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this Contract. Dated this _____ day of _____, 2021.

Name of Organization _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

FORM 8 – STATEMENT OF NO INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of Commodities and Contractual Services

(17)(c) A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] 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 Contractor who responds to a request for information from being eligible to Contract with an agency.

The signature below certifies that nothing in section 287.057(17)(c), Florida Statutes (above), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Name of Respondent's Organization

Printed Name of Organization's Authorized Representative

Signature of Organization's Authorized Representative

Date