STATE OF FLORIDA

BOARD OF GOVERNORS

Request for Proposal

Intent To Submit Proposal

******************************************************************************

COMPLETE AND RETURN THIS FORM

******************************************************************************

Proposal Number:  RFP 2015-03

Title:  FAMU-FSU JOINT COLLEGE OF ENGINEERING STUDY

Date & Time Proposal Due:  JUNE 5, 2014 @ 2:00 PM Eastern Time (ET)

Potential Proposers should notify the Board of Governors via the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Proposal Form as soon as possible after downloading. Complete the information below and send this sheet only to fax number (850) 245-0719, mail to 332 Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 or e-mail it to the below contact.

Company Name:  

Contact Person:  

Address:  

City, State, Zip:  

Telephone:  (    )  Fax Number:  (    )  

Internet E-Mail Address:  

Signed:  Date:  

Department of Education contact person:  Fran Shewan, fran.shewan@fldoe.org, (850) 245-9884.

(Revised 02/06/2012)
REQUEST FOR PROPOSAL

FAMU-FSU JOINT COLLEGE OF ENGINEERING STUDY

BID NUMBER: RFP 2015-03

DEADLINE FOR TECHNICAL QUESTIONS: MAY 16, 2014 by 12:00 P.M. EST
(There is no deadline for administrative questions)

PROPOSALS ARE DUE BY: 2:00 P.M. EST on JUNE 5, 2014

ANTICIPATED POSTING OF INTENDED AWARD BEGINS
June 16, 2014 and ENDS June 19, 2014

MAIL OR DELIVER PROPOSALS TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement
Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400
Attention: Fran Shewan
Phone: (850) 245-9884
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SECTION 1 – INSTRUCTIONS

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

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

SECTION 2 – CONTRACT CONDITIONS

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

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

SECTION 3 - INTRODUCTION

3.0 INTENT
The Board of Governors (hereinafter referred to as the "Board") is soliciting written Proposals from qualified Proposers to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for nine (9) months thereafter. Award will be made to the responsible and responsive vendor that the Board determines will provide what is most advantageous to the state, taking into consideration price and other criteria set forth in this document.

The resulting contract may not be renewed.
3.1 PURPOSE
The Board is seeking to obtain the services of an independent non-Florida based educational consultant to conduct an academic feasibility study of the Florida Agricultural and Mechanical University/Florida State University Joint College of Engineering (Joint College) that will analyze the pros and cons of maintaining the status quo collaboration that currently exists between the two universities with respect to the College of Engineering, including an examination of the original mission of the Joint College, and the pros and cons of developing differentiated engineering programs at each university. The study shall include a cost-benefit analysis of each option, analyzed in the context of Title VI of the Civil Rights Act of 1964 and with the goal of achieving world class engineering opportunities for students at both universities. The study shall also include an analysis of statewide public and private postsecondary engineering program offerings and workforce demand for engineering degrees at the baccalaureate and graduate levels.

3.2 BACKGROUND
The Joint College was created by the Florida Board of Regents (the predecessor to the Board) in 1982 to meet the increasing demand for engineering graduates, to enhance the racial diversity of each university, and to address the underrepresentation of blacks and women in the field of engineering. The Joint College operates as a single college between the two universities pursuant to a Memorandum of Agreement (MOA). The MOA established a Joint Management Council consisting of the presidents, provosts/vice presidents for academic affairs and vice presidents for administration of the two universities. The Joint Management Council serves as the policy-making body for the Joint College. There is a single dean for the Joint College who reports through the two academic vice presidents to the Joint Management Council. Faculty members are employed by each university but are designated as “Joint College” faculty such that they are considered a faculty member of both universities for purposes of teaching, research and service, but not for tenure and promotion. Students are admitted to, and graduate, from their respective universities.

There is a common engineering curriculum at the Joint College specific to each engineering sub-field, including civil, mechanical, computer and other engineering specialties. All undergraduate degree programs meet the requirements for ABET accreditation. The establishment of new degree programs or termination of existing degree programs must be approved by the Board of Trustees of both universities, and doctoral programs must be approved by the Board of Governors.

Each university has responsibility for and obligations to support and maintain the operation of the Joint College, which uses business and support services of both universities. The Joint College is housed in a facility located in between the two main campuses of the universities in Tallahassee, Florida.

During the 2014 legislative session, an amendment was filed to the General Appropriations Act that, if enacted, would have provided funds to Florida State University (FSU) to establish a separate college of engineering. The Interim President of FSU expressed support for the proposal and the President of Florida Agricultural and Mechanical University expressed desire for the Joint College to remain intact. In lieu of the amendment, funds were appropriated to the Board to engage an independent non-Florida based organization to conduct as study as outlined above in Section 3.1.

3.3 DEFINITIONS
After the award, said Proposer will be referred to as the "Contractor". For the purpose of this document, the term "Proposer" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Proposer’s team. The term "Proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The term “contract” refers to the agreement between the Board and the Contractor resulting from this RFP. A “responsive bid” is a Proposal submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.
“Deliverable” means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

### 3.4 SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal released</td>
<td>May 9, 2014</td>
</tr>
<tr>
<td>Questions due from prospective Proposers [Fax &amp; E-mail (preferred) acceptable]</td>
<td>May 16, 2014 by 12:00 p.m.</td>
</tr>
<tr>
<td>Responses to questions due from the Board (date is on or about)</td>
<td>May 20, 2014</td>
</tr>
<tr>
<td>PROPOSALS DUE (FAX &amp; E-MAIL NOT ACCEPTABLE)</td>
<td>June 5, 2014 @ 2:00 p.m.</td>
</tr>
<tr>
<td>TECHNICAL PROPOSALS OPENED</td>
<td>June 5, 2014 @ 2:15 p.m.</td>
</tr>
<tr>
<td>Price Replies will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services/Board of Governor’s staff during the evaluation stage.</td>
<td></td>
</tr>
<tr>
<td>The Evaluation Committee will evaluate the Technical Replies in Room 1605 Turlington Building</td>
<td>June 13, 2014 @ a time to be publically noticed on the Board of Governors website</td>
</tr>
<tr>
<td>Anticipated Posting of Intended Award (date is on or about)</td>
<td>June 16, 2014</td>
</tr>
<tr>
<td>Anticipated beginning of work</td>
<td>July 1, 2014</td>
</tr>
</tbody>
</table>

### SECTION 4 – SPECIAL INSTRUCTIONS

#### 4.0 PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.

#### 4.1 SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD.

#### 4.2 VISITOR’S PASS TO THE TURLINGTON BUILDING

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

#### 4.3 PROPOSAL QUESTIONS & ANSWERS

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

Only written inquiries from Proposers, which are submitted by the company’s authorized representative, will be recognized by the Board as duly authorized expressions on behalf of the Proposers.

**WRITTEN QUESTIONS should be submitted to:**

Board of Governors via Florida Department of Education  
c/o Bureau of Contract, Grants and Procurement Management Services  
Attn: Fran Shewan
4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

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

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

Section 120.57(3)(a) provides:

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

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

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

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

4.5 ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result of any oral discussions with a state employee. Only those communications which are in writing from the Board will be considered as a duly authorized expression on behalf of the Board.

Notice of changes (addenda) will be posted on the VBS, under this Proposal number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a Proposal.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

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

4.7 RESTRICTIONS ON COMMUNICATIONS WITH BOARD AND DEPARTMENT STAFF

Proposers shall not communicate with any Board or Department staff concerning this RFP except for the Department contact person identified in SECTION 4.3 PROPOSAL QUESTIONS AND ANSWERS of this RFP. Only those communications which are in writing from the Board shall be considered as a duly authorized response on behalf of the Board. For violation of this provision, the Board reserves the right to reject a Proposer’s Proposal.

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 Proposal.

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Board takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Proposer must clearly mark and identify in its Proposal those portions which are confidential, trade secret or otherwise exempt. Proposer must also simultaneously provide the Board with a separate redacted copy of its Proposal. This redacted copy shall contain the Board’s solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to the Board at the same time Proposer submits its Proposal to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret, or otherwise exempt. The Proposer shall also provide one (1) electronic copy (compact disc (CD), flash drive, etc.) of their Redacted Copy.

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

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

4.9 WITHDRAWAL OF A PROPOSAL

A Proposer may withdraw a Proposal by written notice to the Board via the Department on or before the deadline specified for the receipt of Proposals in SECTION 3.4 SCHEDULE OF EVENTS of this RFP. Such written notice is to be submitted to the Issuing Office at the address specified in SECTION 4.3 PROPOSAL QUESTIONS AND ANSWERS of this RFP.
4.10 CONDITIONS TO THE PROPOSAL
No conditions may be applied to any aspect of the RFP by the prospective Proposer. Any conditions placed on any aspect of the Proposal documents by the prospective Proposer may result in the Proposal being rejected as a conditional Proposal (see "RESPONSIVENESS OF PROPOSALS"). DO NOT WRITE IN CHANGES ON ANY RFP SHEET. The only recognized changes to the RFP prior to Proposal opening will be a written addenda issued by the Board.

4.11 AWARD
As in the best interest of the state, the right is reserved to award based on all or none, groups of services, or any combination thereof, to a responsive, responsible Proposer. As in the best interest of the state, the right is reserved to reject any and/or all Proposals or to waive any minor irregularity in Proposals received. Conditions which may cause rejection of Proposals include, without limitation, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

SECTION 5 – SPECIAL INSTRUCTIONS – PROPOSAL FORMAT & CONTENT

5.0 PROPOSAL SUBMISSION
By submitting a Proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All Proposals and associated forms must be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer must fully acquaint itself with the conditions relating to the performance of services under the conditions of this RFP.

All Proposal prices are to be submitted on the forms provided in this RFP. All Proposal prices must remain firm for thirty (30) days from date of Proposal Opening.

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

5.1 MAIL OR DELIVER PROPOSALS TO: (Do Not Fax or E-Mail)
Board of Governors via Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: Fran Shewan
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

5.2 PRELIMINARY SUBMITTAL DOCUMENTS
The absence of any of these documents may result in a determination that the Proposal is non-responsive and the Proposal may not be evaluated. The Proposal forms furnished must be used when submitting the Proposal. Forms are to be filled out in ink or typewritten. Submittal information shall consist of the following:

TRANSMITTAL LETTER (ON COMPANY LETTERHEAD)
WORK REFERENCES: (ATTACHMENT 5)
DISCLOSURE STATEMENT: (ATTACHMENT 3)
SIGN ADDENDUM(S), IF APPLICABLE

PRICE SHEET: (ATTACHMENT 1)

If applicable, a copy of the Certified small, minority-, women-, and service-disabled veteran business enterprise certificate from the Department of Management Services, Office of Supplier Diversity should be enclosed. Certification must be current at the time of the Proposal opening.

5.3 TRANSMITTAL LETTER

The Proposer shall provide a Transmittal Letter (on Company Letterhead) that contains the following:

- a statement certifying that the person signing the Proposal is authorized to represent the Proposer and bind the Proposer relative to all matters contained in the Proposer's Proposal
- the company’s federal tax identification number
- a statement certifying that the Proposer has read, understands, and agrees to comply with all provisions of this RFP
- a statement certifying that the Proposer is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Proposer alternatively must certify that authorization to do business in Florida will be secured prior to the award of the contract.
- a statement certifying that the Proposer is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Proposer must alternatively certify that such registration authorization will be completed prior to the award of the contract.
- a statement certifying that the Proposer has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at https://flvendor.myfloridacfo.com. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

Failure of a Proposer to provide the above may result in a non-responsive determination by the Board. Proposals found to be non-responsive will not be considered, unless the non-compliance is waived, in the Board’s discretion, as a minor irregularity.

5.4 PROPOSAL FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the Proposal. All Proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP 2015-03
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP 2015-03
(One Separately Sealed Package for Price)

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

5.4.1 Technical Proposal (Part I) (7 hard copies)
(Do not include price information in Part I)

The Proposer must submit two (2) originals in hard copy, five (5) hard copies and five (5) in electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of the Proposal which is to be divided into the sections described below. SECTION 5.2 PRELIMINARY SUBMITTAL DOCUMENTS must be included in the Technical Proposal portion of the Proposal. Since the Board will expect all Technical Proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of
the Technical Proposal. Technical Proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP 2015-03".

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than two (2) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management, key personnel and experience in conducting similar studies.

   a. Administration and Management
   The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Board Office. The Management Plan should also address the relevant experience in conducting studies similar to that sought in the Scope of Services described below in Section 7.0.

   b. Identification of Key Personnel
   The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Contractor must use the key personnel submitted in its Proposal. Changing key personnel without the Board’s prior consent, which may be refused in its discretion, will be deemed a breach of the resulting agreement.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains technical approach and facility capabilities.

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

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

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.
5.4.2 Price Proposal (Part II) (7 hard copies)

The Proposer must submit **two (2) originals hard copy, five (5) hard copies, and five (5) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher**. The Price Proposal information shall be submitted on the forms provided in the RFP. The Price Proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP 2015-03 ".

**Presenting the Proposal**

The Proposal shall be limited to a page size of eight and one-half by eleven inches (8½” x 11”). Type size shall not be less than a 12 point font. The Proposal shall contain a table of contents, be typed single-spaced and have separate parts, each clearly labeled including page numbers. The information to be contained in each part is described in the above sections. The absence of information or the organization of information in a manner inconsistent with the requirements of this RFP may result in the rejection of the Proposal. Bindings and covers will be at the Proposer's discretion; however, **elaborate notebooks/hard back binders are discouraged**.

Unnecessarily elaborate brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired. The overall response must be written in a concise manner, which is conducive to effective evaluation and product selection.

All proposed materials must be packaged so that each box of materials shipped to the Board does not exceed 25 pounds.

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**SECTION 6 – SPECIAL CONDITIONS**

6.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business in the state of Florida. Such authorization and status should be obtained by the Proposal due date and time, but in any case, must be obtained prior to posting of the intended award. For authorization, contact:

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

6.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Proposal due date and time, but in any case, must be obtained prior to posting of the intended award. State licensing is not applicable for this solicitation.

6.2 OTHER CONDITIONS

Other conditions which may cause rejection of Proposals include, without limitation, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, failure to meet the requirement for the Contractor to be a non-Florida based entity, or information indicative of a past or present association with the Joint College or either university that could result in the inability to perform an independent, objective study.
6.3 IDENTICAL EVALUATION OF PROPOSALS
Whenever two (2) or more Proposals which are equal with respect to price, quality, and service are received, the Board will determine the order of award using the criteria established in 60A-1.011, F.A.C. The "Drug-Free Workplace Program Certification" can be found as Attachment ‘2’.

6.4 DISCLOSURE STATEMENT
The Disclosure Statement Form (Attachment ‘3’) must be signed and submitted with the Proposal response.

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, small, minority-, women-, and service-disabled veteran business enterprises are encouraged to participate in the state’s procurement process as both Contractors and subcontractors in this solicitation.

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

6.6 CONTRACTUAL OBLIGATIONS
The Board’s Contract Standard Terms and Conditions are incorporated in this RFP as Attachment ‘6’ and will govern the relationship between the Board and the Contractor. Proposal(s) submitted by the successful Proposer(s) shall be incorporated into the final contract(s).

6.7 METHOD OF PAYMENT
Compensation and payment will be made in accordance with the terms and conditions of the contract. Travel expenses shall be reimbursed as part of the contract but are limited to the rates and conditions as authorized by Section 112.061, Florida Statutes.

6.8 SUSPENDED VENDOR LIST
A company placed on the Suspended Vendor List may not submit a Proposal or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The “Suspended Vendor List” is published at www.myflorida.com under the category Business then Doing Business with the state.

6.9 SUB-CONTRACTING
This contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Board. No sub-contract shall, under any circumstances, relieve the Contractor of their liability and obligation under this contract; and despite any such sub-contracting the Board shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor’s obligations. All subcontractors must be identified in the Proposal, together with a description of the scope of services to be performed by such subcontractors.
The Contractor shall report any small, minority-, women-, and service-disabled veteran business enterprise Subcontractors who may be utilized in connection with this solicitation, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment “4”. The contractor shall provide a list of subcontractors to the Board’s contract manager upon execution of the Contract. If the Contractor does utilize any small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, the Contractor shall provide the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a small, minority-, women-, and service-disabled veteran business enterprise Subcontractor for the period covered by the invoice. The DMS Office of Supplier Diversity will assist in furnishing names of qualified small, minority-, women-, and service-disabled veteran business enterprises. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

6.10 SUBMISSION OF PROPOSALS BY SUBSIDIARIES OR AFFILIATES
A Proposer, its subsidiaries, affiliates, or related entities shall be limited to one Proposal. Submission of more than one Proposal per activity by a Proposer will cause the rejection of all Proposals submitted by the Proposer. A subsidiary or affiliate of a prime Proposer may also be included as a subcontractor in another Proposer’s Proposal.

6.11 COSTS INCURRED IN RESPONDING
This RFP does not commit the Board or any other public agency to pay any costs incurred by the Proposer in the submission of a Proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

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

6.13 INDEPENDENT PRICE DETERMINATION
A Proposer shall not collude, consult, communicate, or agree with any other Proposer regarding this procurement as to any matter relating to the Proposer’s Proposal.

6.14 PERFORMANCE BOND
A Performance Bond is not required for this project.

6.15 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT
As stated in Chapter 287.057, F.S.

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

Proposers submitting Proposals to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Sections 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

SECTION 7 – SCOPE OF SERVICES

7.0 SCOPE OF SERVICES

The Board is seeking to obtain the services of an independent non-Florida based consultant to analyze the pros and cons of maintaining the status quo collaboration that currently exists between the two universities with respect to the Joint College, including an examination of the original mission of the Joint College, and the pros and cons of developing differentiated engineering programs at each university. The study shall include a cost-benefit analysis of each option, analyzed in the context of Title VI of the Civil Rights Act of 1964 and with the goal of achieving world class engineering opportunities for students at both universities. For each option, the study shall include, but not be limited to an analysis of:

- statewide engineering public and private postsecondary program offerings and workforce demand for engineering degrees at the baccalaureate and graduate levels, within the national context of trends in engineering and its various sub-fields,
- necessary faculty resources and personnel,
- the level of existing research and potential for future research,
- research revenues and expenditures,
- student admission requirements,
- existing student enrollment and projected enrollments for each option,
- student graduation rates and time-to-degree outcomes by enrolled institution compared to peer institutions,
- current and future infrastructure and facilities needs, including ancillary needs,
- operating budgetary projections for the next 10 years,
- capital budgetary projections for the next 10 years, and
- professional engineering accreditation and licensure concerns, including an estimate of the time required to gain any new accreditation.

1. An analysis of existing public and private postsecondary engineering program offerings at the baccalaureate and graduate levels in Florida and workforce demand, within the national context of trends in engineering and its various subfields:

Specifications: The report must include, but not be limited to:

- A description of undergraduate and graduate engineering program offerings for each institution within the State University System and for those institutions who are members of the Independent Colleges and Universities of Florida, or are licensed by the Commission on Independent Education, and current student enrollment for undergraduate and graduate level programs by race and gender.
- A determination of workforce demand in Florida for graduates of engineering programs at the undergraduate and graduate levels in light of current degree production and current employment opportunities.
- The identification of existing or emerging engineering program offerings not currently being offered by public or private postsecondary institutions in Florida.
- A description of the current national context for engineering, from the perspective of the demand for existing, evolving and emerging specialties and sub-fields, including multi- or inter-disciplinary fields, and
an identification of sub-fields or multi/interdisciplinary areas that can be reasonably expected to maintain or increase in demand over the next 10 years.

2. An analysis of the pros and cons of maintaining the Joint College as a single engineering college shared by the two universities:

   **Specifications:** The report must include, but not be limited to:
   - An examination of the original mission of the Joint College and whether the Joint College is fulfilling its mission and, if not, strategies that could be utilized to assist the Joint College in fulfilling its mission and an estimate of the associated costs to fulfill and enhance that mission.
   - The number of faculty and administrative support personnel hired by each university for the Joint College for the preceding 10 years and the associated costs incurred by each university.
   - The number of current faculty and administrative support personnel vacancies by university and anticipated associated costs.
   - Student enrollments for undergraduate and graduate level programs, by race and gender for: the preceding 10 years; the 2014-2015 academic year, and as projected through the 2019-2020 academic year.
   - A description of the student admission requirements for undergraduate and graduate level programs.
   - A description of the student and faculty recruitment processes and efforts undertaken by each university over the preceding 10 years, and associated costs to recruit students and faculty.
   - The level of existing research within the Joint College attributable to each university and the potential for future research.
   - The level of research revenues and expenditures attributable to each university over the preceding 10 years.
   - An analysis of current student graduation rates and time-to-degree outcomes by each university compared to peer institutions, as well as a reporting of trends in graduation rates and time-to-degree outcomes by each university over the past decade.
   - A description of the current operating, capital infrastructure, and ancillary services costs attributable to each university.
   - A projection of the operating, capital infrastructure, and ancillary services costs for the next 10 years.
   - The number of graduates from each university that have passed the licensure examination administered by the Florida Board of Professional Engineers over the preceding 10 years.
   - An explanation of any accreditation concerns associated with the Joint College.

3. An analysis of the pros and cons of developing differentiated engineering programs at each university:

   **Specifications:** The report must include, but not be limited to:
   - Whether, based upon the results of the workforce demand analysis described above, there is sufficient workforce need and student demand for the creation of two separate engineering colleges at the two universities.
   - If workforce need and student demand exists, an analysis of the impact of separating the Joint College from the standpoint of accreditation with ABET and the Southern Association of Colleges and Schools, the impact on the students currently enrolled by each university in the Joint College, the impact on current faculty who have joint appointments, the impact on the ability of each university to provide a high quality
engineering education, the impact on utilization of the current facilities by each university, and the impact on the universities’ recruitment efforts through the Challenger Learning Center and the continuation or discontinuation of that program.

- An estimate of the time required for each university to gain accreditation if discrete engineering programs are developed at each university.
- Identification of differentiated engineering programs that could be offered by each university, both undergraduate and graduate and whether such differential would be permissible under Title VI of the Civil Rights Act of 1964 and Supreme Court opinions interpreting that Act.
- An estimate of the costs associated with developing separate engineering colleges at the two universities. The estimate must include costs for faculty, administrative personnel, student support services, technology needs, capital infrastructure needs, ancillary services and any other operating expenses. The cost estimate should be projected for a 10-year period.
- A projected timeline and schedule of tasks or activities that would have to be completed in order to separate the existing Joint College and to establish two new colleges.

7.1 DELIVERABLES
The consultant will be required to meet with representatives of the Board of Governors, FAMU, FSU, and, if necessary, the United States Department of Education Office for Civil Rights, as part of the information-gathering process for conducting the analysis. This phase of the project, including the collection of all relevant information necessary to the analysis, should be accomplished by September 30, 2014. A draft study report is due to the Board of Governors by November 19, 2014, and the consultant will meet with representatives of the Board of Governors, FAMU, FSU, and, if necessary, the United States Department of Education Office for Civil Rights, to provide an opportunity for review and comment to the draft report. The final written report is due to the Board of Governors by December 19, 2014, and should be delivered electronically and also in hard-copy in the form of two (2) bound reports.

The consultant will be required to make a presentation on the report to the Board of Governors at a meeting to be held in January or February 2015. The consultant will also be required to make up to five (5) presentations on the report to the Florida Legislature prior to and/or during the 2015 legislative session.

Bi-weekly until completion of the project, the consultant will submit to the Contract Manager a description of activities accomplished during the prior two-week period and activities planned for the upcoming two weeks, and documentary evidence to support the work performed. The consultant will also hold, at a minimum, bi-weekly telephone calls with the Contract Manager and other Board staff as directed by the Contract Manager.

7.2 FINANCIAL CONSEQUENCES
The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the contractor fails to meet and comply with the activities/deliverables established in the contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced number of hours for payment and or may contact the contractor for a replacement or terminate the contract.
8.0 PROPOSAL OPENING

TECHNICAL PROPOSALS WILL BE OPENED BY THE BOARD via the DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 SCHEDULE OF EVENTS.

PRICE PROPOSALS (which have corresponding responsive Technical Proposals) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 SCHEDULE OF EVENTS at 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 EVALUATION PROCESS

An Evaluation Committee, hereinafter referred to as the "Committee", will be established to review and evaluate each Proposal submitted in response to this RFP. However, Proposals rejected due to non-compliance with terms and conditions of this RFP will not be evaluated. The Committee will be comprised of at least three persons with knowledge, background, experience, and/or professional credentials in relative service areas.

Each member of the Committee will be provided a copy of each Technical Proposal. Proposals will be evaluated on the criteria established in the section below entitled "Criteria for Evaluation" in order to assure that Proposals are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein and the Bureau of Contracts, Grants and Procurement Management Services will complete a technical summary. Proposing firms must attain a score of seventy-two (72) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy-two (72) points for their Technical Proposal score, the Price Proposal will not be opened.

The Bureau of Contracts, Grants and Procurement Management Services will open Price Proposals in accordance with Section 8.0, Proposal Openings. The Project Manager/Committee will review and evaluate the Price Proposals and prepare a summary of its price evaluation. Points will be assigned based on price evaluation criteria identified herein.

During the process of evaluation, the Bureau of Contracts, Grants and Procurement Management Services will conduct examinations of Proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

8.1.1 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (90 Points)

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Management Plan, Technical Plan and Work Plan for understanding of project, qualifications, approach and capabilities, to assure a quality product.

The following point system is established for scoring the Proposals:

The following criteria will be used to evaluate and rank Replies.
Price analysis is conducted through the comparison of price quotations submitted.

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

\[(\text{Low Price/Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}\]

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

The contract shall be awarded 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 the other criteria set forth in this RFP.

8.2 POSTING OF PROPOSAL TABULATION

The Proposal Tabulation will be posted at the Board via the Florida Department of Education, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_search_criteria_form as specified in SECTION 3.4 SCHEDULE OF EVENTS, and will remain posted for a period of seventy-two (72) hours.
We propose to provide the services being solicited within the specifications of RFP 2015-03. All work shall be performed in accordance with this RFP, which has been reviewed and understood. The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified. There shall be no additional costs charged for work performed under this RFP.

**DESCRIPTION**

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

**YEAR 1**

<table>
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<tr>
<th>DELIVERABLE</th>
<th>EVIDENCE OF COMPLETION</th>
<th>DELIVERABLE COMPLETION DATE</th>
<th>PRICE</th>
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<tr>
<td>July 15, 2014: Update on activities accomplished since contract signed, and plans specified for upcoming two weeks; July 29, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks.</td>
<td>Written page report with supporting documentation to substantiate progress (e.g. research, meeting notes, analyses, emails, correspondence, etc.) submitted to the Contract Manager</td>
<td>7/29/2014</td>
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<td>August 12, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks; August 26, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks.</td>
<td>Written report with supporting documentation to substantiate progress (e.g. research, meeting notes, analyses, emails, correspondence, etc.) submitted to the Contract Manager</td>
<td>8/26/2014</td>
<td>$</td>
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<td>September 9, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks; September 23, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks.</td>
<td>Written report with supporting documentation to substantiate progress (e.g. research, meeting notes, analyses, emails, correspondence, etc.) submitted to the Contract Manager</td>
<td>9/23/2014</td>
<td>$</td>
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<td>October 7, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks; October 21, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks.</td>
<td>Written report with supporting documentation to substantiate progress (e.g. research, meeting notes, analyses, emails, correspondence, etc.) submitted to the Contract Manager</td>
<td>10/21/2014</td>
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<tr>
<td>November 4, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks; November 19, 2014: Draft Online University Study and plans specified for upcoming two weeks.</td>
<td>Written report with supporting documentation to substantiate progress (e.g. research, meeting notes, analyses, emails, correspondence, etc. Draft Study Report submitted to the Contract Manager and written report indicating plans for upcoming two weeks</td>
<td>11/19/2014</td>
<td>$</td>
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<tr>
<td>December 2, 2014: Update on activities accomplished in last two weeks, and plans specified for upcoming two weeks; December 19, 2014: Final Study Report</td>
<td>Final Study Report submitted to the Contract Manager</td>
<td>12/19/2014</td>
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# PROPOSER'S PRICE REPLY

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<th>Service Description</th>
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<th>Cost</th>
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<tr>
<td>Presentation to the Board of Governors</td>
<td>Presentation of Final Report to Board of Governors at either the January or February 2015 board meeting.</td>
<td>January or February 2015</td>
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<tr>
<td>Up to five presentations to the Florida Legislature</td>
<td>Presentation of Final Report to legislative committees and staff prior to and/or during the 2015 legislation session.</td>
<td>Through March 2015</td>
<td>$</td>
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* TOTAL COST $______

* POINTS AWARDED WILL BE BASED ON THIS PRICE

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

**VENDOR NAME:** ____________________________________________________________

**MAILING ADDRESS:** ________________________________________________________

**CITY/STATE/ZIP:** _________________________________________________________

**AUTHORIZED AGENT (typed):** ______________________________________________

**AUTHORIZED AGENT (manual):** _____________________________________________

**DATE:** ___________________ **TELEPHONE:** ___________________ **FAX:** ___________________

**E-MAIL ADDRESS:** _________________________________________________________
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

________________________________________
Vendor's Signature
ATTACHMENT ‘3’

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

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

(Name of Individual or Partnership)

(am) (is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with any current member of the Board of Governors, the Chancellor of the State University System, any Vice Chancellor, or any Associate Vice Chancellor within the Board of Governors.

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

(Name of Individual or Partnership)

(1) ____________________________
Signature

(2) ____________________________
Signature

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

COMPANY OR CORPORATION

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

(Name of Corporation/Company)

a corporation, authorized to do business in Florida, is presently involved in or has been engaged in any private business venture or enterprise, directly, or indirectly, with any current member of the Board of Governors, the Chancellor of the State University System, any Vice Chancellor, or any Associate Chancellor within the Board of Governors.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any other employee of the Board of Governors exert any influence to secure the appointment of ____________________________ under this proposed agreement.

(Company) (Corporation)

(2) ____________________________
Signature

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

(2) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.
ATTACHMENT ‘4’

STATE OF FLORIDA BOARD OF GOVERNORS

SUBCONTRACTORS UTILIZATION SUMMARY

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

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

CONTRACTOR: ________________________________________________

CONTRACT NO.: _____________________________________________

CONTRACT TITLE: ____________________________________________

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<th>Subcontractors</th>
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<th>Non-Certified</th>
<th>Non-Profit</th>
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Total Amount $________________

Certified True and Correct by: _________________________________

Submit Report to: Mrs. Janice Brown

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

Date
For additional information, you may call Mrs. Brown at (850) 245-0819, or e-mail Janice.Brown@fldoe.org.
ATTACHMENT ‘5’

REFERENCES for ________________________________

RESPONDENT NAME

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED

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<th>BUSINESS NAME:</th>
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<th>CONTACT PERSON:</th>
<th>PHONE NUMBER:</th>
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STATE OF FLORIDA BOARD OF GOVERNORS

CONTRACT STANDARD TERMS AND CONDITIONS

I. Pursuant to S. 287.058(1), Florida Statutes ("F.S."):  
A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.  
B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.  
C. The Board may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.  
D. The Deliverables specified in the Contract must be received and accepted in writing by the Board’s Contract Manager before Contractor is entitled to payment.  
E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.  
F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Board and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.

II. The Contractor shall prepare an invoice for the amount due and mail it to the Board of Governors Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Board of Governors Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager’s approval, the Board of Governors Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.  
A. Contractor agrees to submit invoice within thirty (30) days of the Board’s acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Board’s acceptance of the deliverables, the Board shall not be responsible for payment thereof under this contract or quantum meruit.

III. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract otherwise provides. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department of Education’s Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed in accordance with the provisions of s. 215.422, F.S.  
A. The Board of Governors Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S., and will determine if there are other unforeseeable exigencies of the production functions.  
B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Board or Contractor, independently or jointly, the Board’s inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.  
C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:  
1. a test environment that simulates the production environment as much as is reasonably possible; and  
2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.  
D. The Board’s inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.

IV. As used in this Contract, the term “Deliverable” refers to tangible “commodities”, as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:  
A. Each Deliverable must be physically delivered to the Board’s Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.  
B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Board or Contractor, independently or jointly, the Board’s inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.  
C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications.

V. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.

VI. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida’s fiscal year comprises July 1 through June 30. The Board’s and State of Florida’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, the Board will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the Board’s obligations hereunder. If the Board determines that
there are no such funds, the Board shall promptly notify the Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.

VII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.

VIII. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor’s production of the Deliverable, and the Board’s use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
   A. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
   B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

IX. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Board, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g and s. 1006.52, F.S. The term “educational record” shall have the meaning prescribed in 20 U.S.C. Section 1232g(4).

X. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Board shall amend this Contract to place in reserve the amount determined by the Board to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.

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

XII. The Board reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Board and the Contractor.

XIII. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

XIV. The Contractor shall grant access to all records pertaining to the Contract to the Board’s Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

XV. The Contractor agrees to permit onsite visits by designated Board employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Board access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.

XVI. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of $1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Board as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor’s operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions therefor. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Board prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.

XVII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Board.

XVIII. In all cases in which the Contractor, with the advance written consent of the Board, assigns or subcontracts, all or any portion of the Contract:
A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Board or the Contractor; and
B. The Contractor shall allow the Board to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Board, at the Board’s request, complete and accurate documentation pertaining to the subcontract or the Contract.

XIX. The Contractor shall coordinate with and assist the Board’s Contract Manager in the performance of the latter’s responsibilities, which include without limitation:
A. Monitoring the activities of the Contractor;
B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.

XX. This Contract may not be modified unless in writing signed by the Board and the Contractor.

XXI. The Board and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract’s drafter, and agree that this Contract is their joint product.

XXII. The Board and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

XXIII. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

XXIV. Failure of the Board to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Board shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Board waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Board waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Board shall be deemed a waiver of any default under the Contract.

XXV. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

XXVI. The Contractor shall indemnify and hold harmless the Board, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatever arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Board, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

XXVII. This Contract may be cancelled by written agreement of the Board and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.

XXVIII. The Board reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

XXIX. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.

XXX. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXXI. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Contractor to perform employment duties within Florida; and, (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract.

XXXII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions
A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Board may cancel this contract if an attached explanation is not acceptable to the Board or the Federal government.

XXXIII. MyFloridaMarketPlace
A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketplace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketplace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2010), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida
Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

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

(Does Not Need To Be Returned With The Proposal)

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

Check off each the following:

1. The Scope of Services has been thoroughly reviewed for compliance to the Proposal requirements.

2. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addenda posted have been completed, signed, and included in the Proposal.

3. The Price Proposal has been reviewed for accuracy and all price corrections have been initialed in ink.

4. The "Transmittal Letter" (on Company Letterhead) has been completed, signed, and enclosed in the Proposal.

5. The "Work References" form has been completed, and enclosed in the Proposal.

6. The "Disclosure Statement" has been read, completed, and enclosed in the Proposal.

7. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the Proposal, if applicable.

8. The "Minority Business Enterprise (MBE) Certification" attached, if applicable.

9. On the Lower Left Hand Corner of the Envelope transmitting the Proposal, write in the following information:

   Proposal No.: __RFP 2015-03________________________

   Title: __FAMU-FSU JOINT COLLEGE OF ENGINEERING STUDY____________________

   Due Date & Time: __JUNE 5, 2014, @ 2:00 P.M.________________