

STATE OF FLORIDA
DEPARTMENT OF STATE

REQUEST FOR PROPOSAL

FOR

Division of Library and Information Services Agency Planning Project/Second Rebid

BID NUMBER

973-500-06-06-6R2

RELEASED ON September 19, 2006

****NOTICE: THE DEPARTMENT OF STATE HAS REVISED ITS REQUEST FOR PROPOSAL FORMAT****

THIS COVER SHEET MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL TO ACKNOWLEDGE AND AFFIRM AGREEMENT TO ALL OF THE STATEMENTS AND TERMS AND CONDITIONS CONTAINED IN THIS SOLICITATION. THE AUTHORIZED COMPANY REPRESENTATIVE MANUALLY SIGNING THIS COVER SHEET WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO COMMIT ON BEHALF OF HIS/HER COMPANY TO CONTRACTUAL OBLIGATIONS AND PRICING.

Company Name

FEID#

Authorized Signature (manual)

Authorized Signature (typed) and Title

Date

The Department is not liable for any amendment(s), change(s) or addendum(s) not received by vendors for failure of vendor to review the Vendor Bid System (VBS).

SCHEDULE OF EVENTS

RFP issued/posted on the Vendor Bid System	September 19, 2006
RFP opening date	September 29, 2006
Evaluation complete; Intended award posted on VBS.	October 3, 2006
Contract/PO issued	October 6, 2006

DEPARTMENT OF STATE
REQUEST FOR PROPOSAL
SPECIAL CONDITIONS

PURPOSE

The Department of State, Division of Library and Information Services, wishes to contract with a consultant to facilitate development and assist with the preparation of a comprehensive long range plan for the State Library and Archives of Florida. The successful consultant's role will be to provide and facilitate a framework for action that will advance the Agency's future.

It is anticipated that the project will begin October 3, 2006, and must be completed by September 15, 2007.

CERTIFIED MINORITY VENDOR PARTICIPATION

Certified Minority Vendors are encouraged to participate. Please include a copy of your certification.

CORPORATE REGISTRATION

Under the provisions of Title 36, Section 606-623, Florida Statutes, in order to do business in the state of Florida, corporations (and other business designations) are required to be registered with the Department of State, Division of Corporations. To be eligible to receive a contract, corporate, or other applicable business registration must be accomplished within 6 business days of the initial posting indicating intent to award a contract to that vendor. Failure to be registered by this date will be cause for disqualification. Contact the Division of Corporations at (850) 245-6900.

VENDOR REGISTRATION

All vendors who have not registered or re-registered with the State of Florida since March 31, 2003, must go to www.myflorida.com to complete on-line registration. Click on the 'MyFloridaMarketplace/epro' link under "Hot Topics". Then click on 'online vendor registration'. Effective July 1, 2003, you must be registered in the new eProcurement system in order to receive a contract.

SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation at the bid opening because of a disability should call the Purchasing Office at (850) 245-6592 at least five (5) workdays prior to the bid opening date. If you are hearing or speech impaired, please contact the Purchasing Office using the Florida Relay Service which can be reached at 1 (800) 955-8771 (TDD).

NOTICE

Chapter 287.017(26): 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.

Further, Section 8 provides that: A contractor, as defined in Chapter 287, Florida Statutes, or its employees, agents, or subcontractors, may not knowingly participate through decision, approval, disapproval, or preparation of any part of a purchase request, investigation, or audit, in the procurement of commodities or contractual services by a state agency from an entity in which the contractor, or its employees, agents, or subcontractors, has a material interest.

ADDITIONAL TERMS AND CONDITIONS

It is understood and agreed the General and Special Conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder's acknowledgment form attests to this.

ADDENDA

Any addenda or answer(s) to written questions supplied by the Purchasing Office to participating bidders shall include an Addenda Acknowledgement form. This form shall be signed by an authorized company representative, dated, and returned with the bid.

CHANGES

No substitutions, variations or changes to contract terms or specifications will be permitted or acknowledged unless approved, in writing and incorporated into the bid through a formal addendum to the RFP issued by the Purchasing Office.

CONTACT/DISCUSSIONS WITH AGENCY PERSONNEL

From the time this bid is released to the time that the intended decision is posted, any discussion by a bidder with any employee or authorized representative of the Department of State, other than the purchasing officer, will result in rejection of that bid.

INQUIRIES

Questions concerning this REQUEST FOR PROPOSAL package shall be directed to the following: Kathy Hutchins, Purchasing Director, DEPARTMENT OF STATE, Division of Administrative Services, 107 W. Gaines Street, Collins Building, Room 266, Tallahassee, Florida 32399-0250, (850) 245-6592.

VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any State employee. Only those communications which are in writing from the Purchasing Office may be considered as a duly authorized expression on behalf of the State. Also, only written, signed communications from bidders will be recognized by the State as duly authorized expressions on behalf of the bidder.

MAILING INSTRUCTIONS

All bids shall be submitted in a sealed envelope addressed to:

Florida Department of State
Purchasing Office
107 West Gaines St., Room 266
Tallahassee, FL 32399-0250
Attn: Kathy Hutchins

The face of the envelope shall clearly state:

Name of Bidder
Bidder's FEID Number
Bid Number 973-500-06-06-6Second Rebid
Bid Opening Time and Date: September 29, 2006, 2:00 PM local time

THE STATE IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES WHICH ARE NOT PROPERLY MARKED.

BID OPENING LOCATION

The public opening of this RFP will be conducted at 2:00 PM (Tallahassee local time), September 29, 2006, at the Florida Department of State, Purchasing Office, 107 West Gaines Street, (conference room 266) The Collins Building, Tallahassee, Florida 32399-0250. Bids received after this date and time will be rejected. Please note: if your bid will be hand delivered at the time of the bid opening, you must first go to the receptionist's desk in room 266 to have your bid clocked in. Purchasing personnel will deliver all bids to conference room 266 at 2:00 PM.

LATE BIDS

Bids or modifications received after the date and time set for submission shall not be considered.

BID REJECTION

The State reserves the right to waive any and all bids, and to rebid if in the best interest of the Department of State and to reject the bid of a bidder who is not in a position to provide the required service.

IRREGULARITIES

The State reserves the right to waive any minor irregularities and correct computational errors in price extensions.

ANNUAL APPROPRIATIONS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

POSTING OF BID TABULATION

Bid tabulations with recommended award will be posted on the Vendor Bid System, located at www.MyFlorida.com, on or about August 21, 2006, for review by interested parties and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), 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.

BID BOND

No bid bond shall be required.

PERFORMANCE BOND

No performance bond shall be required.

INTEREST PENALTIES

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the State agency's responsibilities concerning penalties and time limits for payment of invoices.

IDENTICAL TIE BIDS

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 certified 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. See Attachment A (DRUG-FREE WORKPLACE CERTIFICATION)

CONTRACTOR EMPLOYEES

All employees of the contractor shall be considered to be at all times the sole employees of the contractor under his/her sole direction and not an employee or agent of the Department of State. The contractor shall supply competent and physically capable employees. The Department of State may require the contractor to remove an employee it deems careless, incompetent, or insubordinate, or otherwise objectionable and whose continued employment on State property is not in the best interest of the State. Each employee shall have and wear proper identification and adhere to standard safety procedures for the industry.

DAMAGES UPON TERMINATION

The Department of State's exercise of the right to terminate shall not release the contractor from its obligation to pay damages incurred by the State due to any breach by contractor, prior or subsequent to the notice of termination.

INSURANCE

During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which as a minimum, shall be:

Commercial General Liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the state as an additional insured.

Automobile liability insurance covering all vehicles, owned or otherwise, used for the contract work, with minimum combined single limit of \$500,000, including hired and non-owned liability and \$5,000 medical payment.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which as a minimum, shall be:

Worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be

exempt from worker's compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the constructions industry cannot elect to be exempt and must maintain workers' compensation insurance.

AGREEMENT MODIFICATIONS

No provisions of this agreement may be modified, amended, or waived on behalf of the Department of State except in writing by the Purchasing Director or his/her designee.

ILLEGAL PROVISIONS

If any provisions of the contract should be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the State, State agencies, eligible users of the contract, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the contract by the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LICENSES, PERMITS, OTHER CHARGES

The contractor shall pay for any and all licenses, permits, other charges and taxes (except as otherwise provided in this bid) and shall comply with all laws, ordinances or other requirements applicable to the work specified during the term of this contract.

EMPLOYMENT OF STATE EMPLOYEES

No employee of the State of Florida, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject of this contract, shall, while such an employee, become or be an employee of the party or parties hereby contracting with said State of Florida, or any department, commission, agency or branch thereof during the term of this contract.

CONTRACTOR INSPECTION

The Department of State may appoint qualified persons to inspect the contractor's operation(s) and equipment at any reasonable time, and the contractor shall admit authorized representatives of the Department of State to make such inspections at any reasonable time and place of all work, equipment, and facilities.

TRAVEL EXPENSES

No additional travel expenses shall be allowed under the resulting contract. Any travel costs must be included in your total proposal price.

CONTRACTOR PRIOR PERFORMANCE

A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the State upon any debt or contract or which is in default of any obligation to the State or who has failed to perform faithfully any previous contract with County, State or Federal Governments.

ADDITION/DELETION OF ITEMS

The Department of State reserves the right to add or delete any commodity or service from this RFP or resulting contract when deemed to be in the State's best interest.

DEPARTMENT FAILURE TO ENFORCE PERFORMANCE

The failure of the Department of State at any time to require performance by the contractor of any provisions hereof shall in no way affect the right of the Department of State thereafter to enforce same. Nor shall waiver by the Department of State of any breach of provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

PATENTS, COPYRIGHTS AND ROYALTIES

The contractor shall, at its expense, defend any suit instituted against the department and pay any award of damage, costs or attorney fees entered against the department by a final judgement of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the contractor under this contract infringes any patent or copyright of the United States; and provided that department gives contractor immediate notice in writing, and permits the contractor to defend the suit and gives the contractor all available information, assistance and authority to do so. The contractor shall control the defense of any such suit including appeals, and all negotiations to effect settlement. If any of such items is in any such suit held to infringe and/or its use is enjoined by a court in any such suit, contractor shall, at its expense (1) procure for the department the right to continue using the same or (2) replace or modify the same so that it becomes non-infringing, or (3) grant the department a credit for such items, less a reasonable depreciation for use, damage and obsolescence upon its return to the contractor.

Contractor shall, however, have no liability to the department under this section if any infringement is based upon or arises out of: (1) compliance with designs, plans or specifications furnished by or on behalf of the department as to the items; (2) alterations of the items by the department, (3) failure of the department to use updated items

provided by the contractor for avoiding infringement, (4) use of items in combination with apparatus or devices not delivered by the contractor, (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent of copyright in which the department or any affiliate or subsidiary of the department has any direct or indirect interest by license or otherwise.

The forgoing states the contractor's entire liability for or resulting from, patent or copyright infringement or claim thereof.

DISPOSITION OF RFP'S

Each proposal becomes the property of the State of Florida and will be a matter of record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any response received to the RFP. Selection or rejection of an RFP will not affect this right.

SUBSTITUTING KEY PERSONNEL

In the event the successful contractor desires to substitute any key personnel submitted with the RFP, either permanently or temporarily, the department shall have the right to approve or disapprove, in writing the desired personnel change in advance.

ECONOMY OF PRESENTATION

Each bid shall be prepared simply and economically, providing a straight forward concise delineation of the proposer's capabilities to satisfy the requirements of this proposal. Emphasis in each proposal must be on completeness and clarity of content.

COSTS OF DEVELOPING AND SUBMITTING PROPOSALS

Neither the Department of State nor the State of Florida is liable for any of the costs incurred by a respondent in preparing and submitting a proposal.

REFERENCES AND WORK SAMPLES

References. Provide documentation of past performance. Such documentation is to include:

- A list of clients for whom similar assistance has been provided within the last three years.
- Identification of one project that is most comparable to this project.
- A minimum of three references. For each reference, provide a contact person, address, telephone number, e-mail address, and a brief description of the project.

SAMPLE REPORTS

Bidder shall provide at least one sample report prepared for a similar long-range planning project completed during the last 5 years.

MANDATORY REQUIREMENTS

Each bidder shall submit the following completed information in a sealed envelope. The face of the envelope shall clearly state the bid number and title and also reflect the bid opening date and time. (If a courier service is used, the bid document must be in a sealed marked envelope inside the shipping envelope). It is suggested that bids be hand delivered or sent “Certified Mail”, to ensure receipt by the date and time indicated.

- (1) Signed REQUEST FOR PROPOSAL coversheet. This form must be completed and signed by a representative who is authorized to contractually bind the bidder.**
- (2) A price must be included (Proposals in excess of \$45,000 will not be considered)**
- (3) Drug Free Workplace/Identical Tie Bid Form, Attachment A, if applicable.**
- (4) References. See References paragraph for detailed requirements. Attachments.**
- (5) At least one sample report prepared for a similar long-range planning project completed during the last 5 years.**
- (6) Signed & dated Addenda (if any are issued) included with bid submittal.**
- (7) In addition to the complete original RFP, three complete copies must be provided.**
- (8) Copy of Certified Minority Certificate, if applicable.**

Fancy binding, colored displays, and promotional material are not desired. Bidders are encouraged to follow the format and instructions contained herein.

Bidders shall submit their bids on or before the time indicated in the bid document to the Purchasing Office listed on the Request for Proposal sheet.

CONTRACT DOCUMENT

A Bidder's response to this Request for Proposal shall be considered as the Bidder's formal offer. The contract or purchase order, incorporating this RFP, the bidder's response thereto, and any addenda properly issued, shall be the sole agreement of the parties.

The proposed contract/purchase order document that will be utilized for the resulting agreement will include an adequate description of the service, the contract period, the method of payment and contain at a minimum, where applicable, the following:

- (a) A provision that bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(b) A provision that bills for any travel expenses be submitted in accordance with s. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

(c) A provision allowing unilateral cancellation by the agency for refusal by the contractor 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 s. 24(a) of Article I of the State Constitution and s. 119.07(1).

(d) A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.

(e) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.

(f) A provision specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewal shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(5)(a) and (c) may not be renewed.

ASSIGNABILITY

The contract resulting from this RFP cannot be assigned without the prior written consent of the Department. Any attempt to assign any of the rights, duties or obligations of this contract without such consent is void.

CANCELLATION

The Department of State may terminate the resulting agreement for non-performance upon twenty-four (24) hours verbal notification to be confirmed in writing within seventy-two (72) hours. This agreement may be terminated by either party without cause upon 30 days prior written notice. Changes or refunds will be pro-rated to reflect the actual term of coverage

EVALUATION AND AWARD

Award shall be made to the bidder meeting ALL requirements of the RFP, receiving the most points based on the evaluations of the criteria.

Proposals with a price in excess of \$45,000 will not be considered.

The Department of State reserves the right to reject all proposals and rebid, if in the best interests of the state.

Evaluation Committee. Responses will be evaluated by an evaluation committee composed of at least three (3) employees of the Department of State. Proposals will first be reviewed to see if they conform to all mandatory requirements.

Proposals which do not conform to mandatory requirements or which contain material deviations from the specifications will be rejected and not reviewed further.

The Department of State desires to award the contract to the proposer who demonstrates the ability to provide the highest quality of service. The evaluation committee's recommendations and findings will be tabulated and ranked by the committee. The committee will evaluate the respondents as follows:

Selection Criteria. A maximum of 100 points may be awarded to a proposal by each reviewer. The points awarded in each category by each reviewer will be averaged. Based on those average scores, the bidder 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:

Proposed Methodology Maximum points: 35
The proposal will be evaluated to determine the appropriateness of the approach and methodology.

Project Team Maximum points: 25
The quality of the project team will be evaluated, including relevant planning experience and knowledge. The project team will be expected to be knowledgeable about the current national environment of services and programs related to archives, libraries, and records management. The availability of resources and time will also be used to evaluate the bidder's capability to perform.

Schedule Maximum points: 10
The schedule will be evaluated on the bidder's demonstrated ability to begin and complete a project within the time frame of the project and its appropriateness for achieving stated objectives.

Samples Maximum points: 20

The bidders will be evaluated on past performance in projects of a similar nature. Samples will be evaluated for clarity, content, relevance, and scope.

References Maximum points: 5
References may be contacted during the process of evaluating the proposals and will affect the number of points awarded.

Price Maximum points: 5
All inclusive price to provide the services described in the proposal:

\$ _____

Price points will be prorated. The vendor offering the lowest aggregate price will receive 5 points. All others will receive a prorated share of the points. The following formula will be used to calculate price points to be awarded:

$$\frac{\text{Lowest price bid by any vendor}}{\text{Price bid by vendor}} \times 5 \text{ (points)} = \text{Points awarded}$$

TOTAL POINTS FOR AWARD: _____

SPECIFICATIONS

Background. The State Library and Archives of Florida, also known as the Division of Library and Information Services, is one of the divisions of the Florida Department of State. Working in partnership with citizens, state employees, librarians, archivists, and records managers, the Agency seeks to assure access to materials and information that enables legislators, libraries, archives, and governmental agencies to provide effective information services to benefit the people of Florida. The Agency has established the following mission:

The State Library and Archives of Florida is the information resource provider for the Florida Legislature and state agencies. It coordinates and funds public libraries; implements statewide reading, information, and literacy initiatives; provides records management services; and collects, preserves, and makes available the published and unpublished documentary history of the state.

The accomplishment of the mission is impacted by a number of factors and requires a continuous reassessment of Florida's citizen needs in light of the dynamic changes in the demographic, societal, political, and technological environment. Examples of some of the important factors follow.

- As with other public services, demographic and economic factors influence the nature of the Agency's work. Florida continues to face challenges of population growth, ethnic and cultural diversity, illiteracy, rural isolation, dense urban population, and aging. Florida's estimated population has grown to 17,918,227 (*Florida Estimates of Population 2005*, University of Florida 2005).
- Accountability, with emphasis on outcome evaluation, is required on the state and federal level. In 1994, the Government Performance and Accountability Act became law in Florida. The Act shifted the planning and budgeting process to a performance-based approach. The outcome evaluation model will be incorporated into the long-range planning process and for all programs and projects developed.

II. SCOPE OF WORK

Proposal Scope. The planning effort will be carried out in the context of the Agency's stakeholders and its relationship to national activities. The plan will define the Agency's role within each work area. The planning effort will focus on:

- Evaluating current programs and activities for general services as well as networking and resource sharing to determine which are still valid in today's environment; which should be continued or maintained as a transition to the new priorities; and which should be discontinued.
- Identifying new priorities and roles that will position the Agency and its stakeholders to respond effectively in a changing environment.
- Developing a plan that will be the basis for the coordination of statewide efforts to benefit all Agency stakeholders.
- Developing evaluation strategies, techniques and specific measures for proposed goals, activities, outputs, and outcomes.

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

State Library and Archives of Florida
State Library advisory councils

Florida State Historical Records Advisory Board
 Florida's Records Management Liaison Officers
 Florida Records Management Association
 Society of Florida Archivists
 Florida Library Network Council
 Regional multitype library cooperatives (consortia)
 Local government officials
 Public libraries
 Public library advisory and governing boards
 Public library advocacy groups, Florida Library Association
 Florida Association for Media in Education
 Statewide single-type networks (College Center for Library Automation,
 Florida Center for Library Automation)
 Florida Information Resource Network
 School libraries
 Community college libraries
 State University System libraries
 Private academic libraries
 Special libraries

Tentative Schedule. The project period will extend from October, 2006 to June, 2007. The proposed time schedule of planning activities follows:

- Release RFP.....September 19, 2006
- Deadline for submission of proposals.....September 29, 2006
- Notice of Intent to Award PostedOctober 3, 2006
- Public Library Directors Meeting.....October 11, 2006
 If a purchase order is issued in sufficient time, meet with Florida public library directors to discuss the planning process and begin to gather data.
- Investigation phaseOctober – December, 2006
 - ✓ Meet with Agency managers and resource influencers to confirm planning process to be used.
 - ✓ Gather information on the current Agency environment both present and future through an environmental scan.
 - ✓ **Interim deliverable 1** by end of December 2006 – planning process outline and environmental scan results.
- Needs phase..... January, 2006 – March, 2007
 - ✓ Gather information on how the Agency should respond to the identified needs.
 - ✓ **Interim deliverable 2** by end of March, 2007 – needs assessment results document.
- Draft plan.....May 1, 2007
 - ✓ **Interim deliverable 3**
- Final planJune 15, 2007
 - ✓ **Interim deliverable 4**
- Implementation Plan.....September 15, 2007
Final deliverable

This schedule is driven by the source of funds and the schedule of expenditure of Library Services and Technology Act grant funds.

Minimum Requirements and Tasks. The minimum activities for this project include:

- Working with staff at the Agency to develop and facilitate the Agency's long-range plan process.
- Reviewing appropriate background material.
- Gathering information by carrying out activities that give stakeholders an opportunity to provide input into the process. The plan should be based on input received and the environment in Florida.
- Working with the Agency to prepare a new plan that sets broad directions for the next five years with specific priorities, outcomes and evaluation measures and methods as well as clear statements of roles and responsibilities of key organizations and groups.
- Writing the plan in a final format developed in consultation with Agency staff.
- Developing an implementation plan for carrying out the plan.

The role of the consultant will be to assist with a process that results in a new plan, rather than to prescribe what should be in the new plan. The consultant will be expected to be knowledgeable about the current national environment of services and programs related to archives, libraries, and records management as well as methodologies to include group process, meeting planning skills, and facilitation skills.

The consultant must be able to (1) send and receive communications by fax, Internet, and overnight courier; (2) provide camera-ready copy of any meeting summaries or reports; and (3) meet all planning schedules and deadlines.

Deliverables. The planning project shall result in a written Agency five-year plan. There are three interim deliverables described in the tentative schedule.

All proposals, reports, documents, and other material generated through this project become the property of the Agency and become public documents.

Requirements of the Proposal. It is the intent of the Agency to select a single proposer to supply the services necessary for successful completion of the long-range plan. To be considered for selection, prospective consultants must provide a proposal with the following information:

Proposed Methodology

- Provide a description of the overall approach and processes to be used in carrying out the project, including the time for each step of the overall planning process.
- Provide a description of approach to planning and facilitating effective group processes.

Project Team. The proposal must describe each person who will work with the project. For each team member, provide the following information:

- Resumes of the individuals who will be directly responsible for and involved with the project.
- Descriptions of each person's specific experience and abilities in planning and developing statewide plans.
- Description of each person's relevant and specific experience with similar planning processes that include assessment.
- Each person's level of participation in the project, including a breakdown of the time to be dedicated to the project.
- The role that each person will play in carrying out the project action plan.
- Provide a statement of assurance that at the time of proposal the project team members have the time available to complete the project as described in the proposal. The proposal should also describe the availability of needed resources during the project.

Price. The consultant must provide a complete and accurate budget for the proposed project. Proposals that exceed \$45,000 (available funds) will not be considered.

Schedule. Provide a time schedule indicating activities for the project. The work of the consultant shall begin no later than October, 2006 and be completed no later than September 15, 2007.

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with the provisions of Chapter 287.087, Florida Statutes, 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 services 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. If none of the tied bidders have a drug-free workplace program, established procedures for processing tie bids will be followed. As part of the 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' policy if 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 pleas of guilty or nolo contendere, 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 form complies fully with the above requirements.

Bidder's Signature

State of Florida

PUR 1000
General Contract Conditions

Contents

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47. Special Conditions.

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

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. Purchase Orders. A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release 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.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing 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 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.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall 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 shall become and remain Customer's property.

7. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer'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 Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

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

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the

purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product 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. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, 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 cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) 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 exercise of discretion, or violation of a known legal duty, or (2) 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 (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). 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 this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees,

partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

22. 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 State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State'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 shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall 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 shall 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 shall 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.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees 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 subcontractors or 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 (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall 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 but not limited to 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 paragraph, 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 State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to 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 State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall 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 State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, 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 State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. 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.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

40. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; 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>.

41. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, 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 product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

43. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

47. Special Conditions. Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

**State of Florida
PUR 1001
General Instructions to Respondents**

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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.
- (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,
- 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.
- To the best of the knowledge of the person signing the response, the respondent 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. 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. 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.

11. 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. 119.07(3)(m), 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).

12. 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 http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Public Records. Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. 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."