

**Issue Date:  
November 2, 2009**

**Solicitation Number 09-10 #7**

**WorkSource  
First Coast Workforce Development, Inc.  
Invitation to Negotiate  
Information Technology Infrastructure Management and  
Consulting Services**

For the period of  
**December 7, 2009 – June 30, 2010**

**INSTRUCTIONS FOR PREPARATION  
AND  
SUBMISSION OF PROPOSALS**

**1845 Town Center Blvd., Suite 250  
Fleming Island, Fl. 32003  
(904) 213-3800  
FAX (904) 272-8927  
ITN-ITServices@worksourcefl.com**

**INVITATION TO NEGOTIATE**  
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**SECTION I                      TIMETABLE**

<b>Date</b>	<b>Activities/Events</b>
<b>10-31-09 – 11-07-09</b>	Legal Notices of ITN appear in local newspapers
<b>11-02-09</b>	ITN Packets are available from 9:00 a.m. to 5:00 p.m., Monday-Friday at WorkSource (First Coast Workforce Development), 1845 Town Center Blvd., Suite 250, Fleming Island, FL 32003
<b>11-02-09</b>	ITN notice mailed to interested parties and ITN made available on the Internet at <a href="http://www.worksourcefl.com/business/ITServices.pdf">http://www.worksourcefl.com/business/ITServices.pdf</a>
<b>11-11-09</b>	Clarifying/Technical questions concerning the ITN must be received by 3:00 p.m. in writing, fax or via email at <a href="mailto:itn-itservices@worksourcefl.com">itn-itservices@worksourcefl.com</a>
<b>11-12-09</b>	Response to all questions received will be mailed to interested parties and made available on the Internet at <a href="http://www.worksourcefl.com/business/ITAnswers.pdf">http://www.worksourcefl.com/business/ITAnswers.pdf</a>
<b>11-20-09</b>	Responses to ITN must be received by 2:00 p.m. (EST) at 1845 Town Center Blvd., Suite 250, Fleming Island, FL 32003
<b>11-20-09</b>	Responses are publicly opened at 2:30 p.m. (EST) in the First Coast Workforce Development conference room. Evaluators rated responses.
<b>11-23-09 – 11-25-09</b>	ITN responses rated for selection
<b>11-30-09</b>	Notification of Intent to Negotiate are sent by U.S. Mail to all respondents.
<b>12-03-09</b>	Contract negotiations & contract execution.
<b>12-07-09</b>	Contract performance commences.

## **SECTION II                    GENERAL INFORMATION**

### **A.        PURPOSE OF THE INVITATION TO NEGOTIATE (ITN)**

First Coast Workforce Development, Inc., dba WorkSource, is soliciting proposals for an IT Infrastructure Monitoring and Consulting Service to be funded through federal allocations received by the State of Florida and as authorized through federal and state legislation. The successful responder will provide innovative approaches for Information Technology infrastructure monitoring and consulting services.

Section III lists the services/activities being solicited, the items to be addressed by a proposal responsive to this ITN and performance standards as they relate to this ITN.

WorkSource reserves the right to request a best and final offer from any offeror to incorporate changes which will support a better understanding of the regulations or which the regulatory changes may require.

All bidders must list costs by individual components. Bidders are required to submit detailed line-item budgets for Financial Year 09-10.

### **BACKGROUND INFORMATION**

"Bringing people and resources together to help the First Coast work," defines the drive and spirit of First Coast Workforce Development, Inc.(FCWD), dba WorkSource. WorkSource, forges working partnerships with local communities, elected officials, business, labor and education leaders to improve workforce education, employment and training opportunities in Northeast Florida. FCWD's region consists of Baker, Clay, Duval, Nassau, Putnam and St. Johns Counties.

The mission of WorkSource is to provide businesses in the region with a well trained, motivated, workforce and to improve employability among the unemployed, dislocated, and underemployed workers in Northeast Florida, to promote individual economic self-sufficiency, and to meet the changing demands of the labor market.

WorkSource was formed in 1996 through a consolidation of the Northeast Florida and Jacksonville Private Industry Councils (PICs). WorkSource administers and monitors training and service contracts with a variety of publicly-funded and private organizations. Its most visible components are the service providers which interact with the public: WorkSource Career Services provides direct service to job seekers and program clients, and is located in 8 "One Stop" sites and 21 satellite sites throughout the region. WorkSource Business Services interacts with the business community, and operates a regional job bank and service center in downtown Jacksonville, as well as stationing business marketing representatives in each of the One Stop sites.

FCWD operates almost as a "parent company" would in the business world. Its name may not be recognized by its customers, since it deals daily with one of the service providers at a WorkSource site, and the WorkSource name has more name-brand recognition. FCWD's challenge is to promote its work in the business and economic development community. Many

of the projects and services funded and administered by FCWD are comprised of partnerships among public agencies and other companies, each of which has a unique identity and marketing plan. FCWD wishes to continue to promote a streamlined public image for these projects and services, consistent with FCWD's image and overall strategy.

## **B. GOVERNING LAW**

Authority for workforce development and its related services are provided in the Workforce Investment Act (WIA), Public Law 105-200, and the Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, and any subsequent amendments.

## **C. GENERAL**

### **1. Service Goal**

The FCWD network is based on Microsoft Windows Server 2008 Active Directory, and includes approximately 30 servers (some virtualized) and nearly 1000 nodes. The IT infrastructure also includes a Cisco Voice Over Internet Protocol (VOIP) converged telecommunications system and an Unified Contact Center Enterprise software based call center. The network is based on Cisco switches, routers, and firewalls which are self managed. The current telecom provider's solution is Multi Protocol Label Switching (MPLS) based and consists of metro Ethernet as well as single and bonded T-1 circuits. Voice is provided via 5 Primary Rate Interface (digital phone lines PRI) circuits at two locations across the network. The existing backup solution is a hybrid of Backup to Disk and Linear Tape-Open (LTO) tapes using Symantec Backup Exec 12 and V Ranger Pro. The purpose of this ITN is to engage a vendor who will provide Information Technology Infrastructure Management and Consulting Services.

### **2. Service Objectives**

The successful responder will provide a plan to:

- Monitor the IT network infrastructure
- Develop, assign and monitor projects to improve IT activities
- Manage IT assets
- Establish infrastructure requirements and specifications
- Provide policy and procedure for disaster recovery and business continuity
- Provide cost saving strategies

### **3. Procurement**

All purchasing of goods and services must be in compliance with FCWD procurement guidelines or Contractor's procurement policy, if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

### **4. Payment Methodology**

Contracts awarded under this ITN will be fixed-unit price or cost reimbursement. An advance, if allowable under the WorkSource Administrative Plan, may be available. Pursuant to OMB Circulars and Florida Statutes, all invoices for services must be submitted in detail sufficient for

a proper pre-audit and post-audit thereof. WorkSource will make payment after services awarded have been completed and properly invoiced. WorkSource reserves the right to withhold payment for contractor's failure to perform. Documentation to substantiate monthly cost must be provided by the contractor's accounting department for review by the WorkSource on a monthly basis, or as determined by contract negotiations. Only items identified in the proposed budget will be allowable. WorkSource shall not be liable for any expenses incurred by the Contractor over and above the initial contracted amounts.

#### **D. Implementation Plan**

A potential responder must have the ability to provide services consistent with the description given in the ITN beginning **December 7, 2009** and maintaining services through the contracting period. The response to the ITN must include a project timeline to show how all services for which a bid is submitted will be available on or about **December 7, 2009**. Include critical dates throughout the contract duration for such areas as performance evaluations, implementation of proposed innovations, etc.

#### **E. ADMINISTRATION OF THIS ITN**

##### **1. Financial Capacity of Offerors**

Each organization, which submits a proposal, must be capable of supporting its own operation. Negotiations are to be conducted only with organizations, which provide tangible evidence, including consideration as to whether the organization has:

- a) Adequate financial resources or the ability to obtain them
- b) Record of integrity, business ethics and fiscal accountability
- c) Necessary organization, experience, accounting and operational controls

WorkSource requires that all offerors submit evidence, which will demonstrate the offeror's capability to operate the services as represented in this ITN without any payments for at least 30 days from initial implementation of this contract. Cash for vendor payment will be ordered on a monthly basis and checks will be issued within 10 business days from receipt of funds from the Agency for Workforce Innovation.

When appropriate and material to the service provided, WorkSource will require the successful offeror to obtain, maintain, and submit evidence of, during the term of the contract, appropriate bonding and certificates of insurance. These may include, but are not limited to Commercial Liability, automotive Liability, Workers Compensation, and Fidelity Bonding.

In compliance with requirements of the Single Audit Act, WorkSource requires that an audit report for the organization's most recent fiscal year end date preceding this proposal due date shall be submitted if the offeror receives more than \$500,000 in federal funds during a fiscal year. In absence thereof, the offeror must contact the ITN Administrator, Bryan Stone at (904) 213-3800, ext. 2004, so that a determination can be made as to the offeror's financial standing.

## **2. Contract Period**

The contract period will begin on the dates signed by all parties, but not later than **December 7, 2009**. This award may be renewed for 4 additional one year periods contingent upon the availability of funds appropriated by the Florida State Legislature and the ability of the contractor to achieve required performance standards. All awards are conditional upon the availability of funds.

## **3. Contract Documents**

The construction, interpretation, and performance of this contract, and all transactions under it shall be governed by the laws of the State of Florida. The contract documents shall include all terms and conditions of the Invitation to Negotiate specifications, any addenda, bid proposal, and sub-contract issued as a result of this bid.

## **4. Minority Business Utilization**

WorkSource encourages the recruitment and utilization of certified and non-certified minority businesses. WorkSource, its vendors, suppliers and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for WorkSource in a nondiscriminatory environment.

## **5. Sub-contracting**

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

## **6. Offeror's Responsibility**

It is understood and the offeror hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of these specifications.

Any failure by the responder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Offerors are expected to examine the specifications and all instructions pertaining to required services. Failure to do so will be at offeror's risk.

## **7. Non-Responsive Proposals**

Proposals which do not meet all material requirements of this ITN or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITN are those set forth as mandatory, or without which an adequate

analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to WorkSource.

## **8. Special Award Conditions**

If an offeror: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet the standards prescribed in this ITN, (d) has not conformed to the terms and conditions of a previous award, or (e) is not otherwise responsible, the proposal may be rejected as non-responsive, and/or WorkSource may impose additional requirements as allowed by OMB Circular A-110. Bidders whose proposals, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive. WorkSource reserves the right to determine which proposals meet the material requirements of the ITN, and which offerors are responsive.

### **SECTION III - DESCRIPTION OF SERVICES REQUIRED**

In response to a recent audit of our IT services and infrastructure, FCWD is seeking assistance in improving its network reliability, security and performance. Our network was found to be very typical for a Medium Business. The successful responder will provide a structured plan that articulates how identified deficiencies will be systematically addressed. In addition, the responder will explain how they will perform the on-going monitoring of our IT platform. The responder should explain how they will respond to service request, the timeframe for response and any system that will be applied to segment the responses in relationship to the nature of the problem. The plan for services must address the following points:

- Provide policies and procedures for disaster recovery
- Monitor the IT network infrastructure
- Network Security
- IT Asset Management
- General Network Consulting
- Identify cost saving strategies

The responder may submit a proposal for all or any part of these services.

#### **Disaster Recovery**

We are seeking a complete interview and discovery process to be implemented and Disaster Recovery manual to be developed, reviewed and approved. Plans should describe how revisions will be made as changes are required due to product change, policy change, business needs are addressed and/or test failures demand re-writes of the plan. Describe how you would administer, maintain and implement the policies and procedures in the DR plan.

#### **Network Monitoring**

We are seeking both host and remote site monitoring of our entire network infrastructure to include: network connectivity, CPU utilization, memory, disk space and traffic as well as logical drive and partition monitoring and patch management. A network diagram shall be developed and updated quarterly.

#### **Security**

We are currently running Symantec on each of our servers. Antivirus software should be standardized and each Server and PC should be regulated to update every day or as needed. A physical network security audit is required as part of the services required. The audit should encompass interviewing staff, performing security vulnerability scans, reviewing application and knowledge of the security policy, and analyzing physical access to the systems.

A network security policy shall be developed to protect the integrity of the network and to mitigate the risks and losses associated with security threats to networks and network resources. The goals of creating this policy are to:

1. establish Companywide policies to protect the Company's networks and computer systems from abuse and inappropriate use;
2. to establish mechanisms that will aid in the identification and prevention of abuse of Company networks and computer systems;
3. provide an effective mechanism for responding to external complaints and queries about real or perceived abuses of the company's networks and computer systems.

4. establish mechanisms that will protect the reputation of the Company and will allow the company to satisfy its legal and ethical responsibilities with regard to its networks' and computer systems' connectivity to the worldwide Internet and;
5. establish mechanisms that will support the goals of other existing policies, e.g. (internet usage, email usage, etc)

### **Security - Group Policies**

Group policies are needed to configure and control user environment settings. Group policies are linked to the network through Active Directory. Group policies should be used to accomplish the following :

1. Manage user environments - Wallpaper and other settings, anti-virus and more.
2. Manage scripts - Logon/logoff and startup/shutdown scripts.
3. Manage security - Event log settings, account policies, and more.
4. Manage software deployment - Applications may be automatically installed when the client computer starts.
5. Redirect folders - Folders on a local computer may be redirected to a network share.

### **Asset Management**

Develop, build and maintain records and databases that contain license information, warranties, service agreements, etc. for all of FCWD's software and hardware. Maintain asset history and knowledgebase and monitor and report on Carrier SLA's.

### **General Network Consulting Services**

Provide a summary and cost for general consulting services covering, but not limited to, the following:

1. Assistance in completing technical RFP's
2. Assistance in planning strategic hardware and/or software changes
3. Recommendations on computer and network related needs
4. Analyze workflow, information, access and security requirements
5. Analyze and make recommendations on configuration of hardware
6. Assist IT staff in planning and execution of changes to hardware, software in PC's and servers as well as operating systems
7. Advise CEO and senior leadership team on overall network health, new technologies available and optimizing strategic use of IT assets, etc.

## SECTION IV - ITN PROCESS

### PROPOSAL DEADLINE

- A. **Proposal Deadline: 11/20/2009** at 2:00 p.m. (Eastern Standard time)
- B. **Minority Business Utilization:** WorkSource encourages the recruitment and utilization of certified and non-certified minority businesses. WorkSource, its vendors, suppliers and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for WorkSource in a nondiscriminatory environment.
- C. **Questions:** No verbal inquiries will be accepted. Written questions concerning conditions and specifications of this ITN from prospective offerors must be submitted *in writing* via mail, e-mail or fax and will be accepted until 3 PM, EST **11/11/2009**. WorkSource will not accept inquiries, clarifications or questions related to the ITN after 3 P.M. (EST) **11/11/2009**. **No telephone inquiries regarding the above will be accepted or answered.**

Questions are to be submitted to:

Bryan L. Stone  
1845 Town Center Blvd., Suite 250,  
Fleming Island, FL 32003  
FAX: (904) 272-8927  
**ITN-ITServices@worksourcefl.com**

WorkSource will provide a written response to all inquiries, clarifications or questions no later than **11/12/09**. The written response will be sent by mail to any organization or individual who has submitted a written request for the ITN document. A copy of the questions and responses will be posted on the Internet at <http://www.worksourcefl.com/Business/ITAnswers.PDF>. Written copies of the responses to all inquiries, and clarifications and/or addenda if made to the ITN, will be made available only to those persons or firms who sent in, in writing, a request for the ITN document.

WorkSource bears no responsibility for any delays, or resulting impacts, associated with a prospective offeror's receipt of this information. **INFORMATION WILL NOT BE AVAILABLE BY PHONE.** Any information received through oral communication shall not be binding and shall not be relied upon by any prospective offeror.

- D. Proposals must be delivered to the following:

**ITN-ITServices Program**  
**WorkSource**  
**1845 Town Center Blvd., Suite 250,**  
**Fleming Island, FL 32003**

All proposals must be received by the date and hour specified above (A.) and will not be accepted after the 2:00 P.M. (EST) deadline on the due date. Two originals and three copies are required to be submitted along with one electronic copy in Microsoft Word format. Any modifications to the original proposal must be received prior to the due date and time. The required number of copies of the proposal and budget must be sealed, and the package should be marked to indicate the package contains a proposal submitted in response to "**Solicitation 09-10 #7**"

**IMPORTANT**

**The deadline for receipt for a proposal by WorkSource is:**

**2:00 p.m.                      11/20/09**

**APPLICATIONS NOT RECEIVED AT EITHER THE SPECIFIED PLACE,  
OR BY THE SPECIFIED DATE AND TIME, OR BOTH, WILL BE  
REJECTED AND RETURNED UNOPENED TO THE APPLICANT BY  
WORKSOURCE.**

- E. Late proposals will not be considered as responsive to the ITN and will be returned unopened to the sender by WorkSource. Faxed or emailed proposals will not be accepted.
- F. Proposals will be opened at 2:30 PM (EST) on **11/20/09**. Proposals will be reviewed to ensure that the proposal is signed and the correct number of copies has been submitted. Proposals that are not complete will be returned to the offeror.
- G. Issuance of this ITN is coordinated by:  
  
Bryan L. Stone  
Vice President Policy & Program  
WorkSource  
1845 Town Center Blvd., Suite 250,  
Fleming Island, FL 32003
- H. Acceptable proposals must conform to the conditions and specifications contained in the ITN, WorkSource approved Two Year and Administrative Plans, and all state and federal regulations there under. It is the offeror's responsibility to be familiar with these documents during the proposal development.

**SECTION V GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL**

**A. PROPOSAL SUBMITTAL INSTRUCTIONS**

1. Five (5) printed copies, two of which must contain an original signature in blue ink, and one electronic copy are to be submitted. The proposal and the budget must be submitted and clearly identified as "**Solicitation 09-10 #7 Information Technology Infrastructure Management and Consulting Services**". All copies must be included, must be legible, and must be typed to be considered responsive.
2. Proposals must be on 8 ½ by 11-inch white paper, double-spaced. Emphasis should be placed on addressing all the requirements of this ITN in a clear and concise manner. The *Narrative Response Section* will be limited to 10 typed pages with no less than 12 (twelve) point font for each component.
3. All items listed on **Attachment B** and all forms/sections in **Section V** must be completed/included without alteration for the proposal to be responsive. If any forms/sections are not completed/included in the proposal as submitted, the proposal will be deemed non-responsive and will not be rated and/or ranked for approval, will be returned to the offeror and will not be considered for funding.
4. The information requested in *Required Information, Section V B*, must be submitted as specified and should be included as attachments to your proposal.
5. In order to facilitate the proposal evaluation by the Evaluation team, the offeror is required to provide a table, which cross references the contents of their proposal with the contents of the ITN. There is no specified or standard format for this table, however, the following sample is provided as a suggested format:

**ITN/Proposal Cross Reference Table**

<b>ITN</b>			<b>Proposal</b>		
Page(s)	Sect/Par	Subject	Subject	Page(s)	Sect/Par
26	III.B.1	Response cover Sheet	Response cover sheet	1	

6. WorkSource reserves the right to waive minor deviations or exceptions in bids provided such action is in the best interest of WorkSource. Minor deviations/exceptions are defined as those that have no adverse effect upon WorkSource’s interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

**B. REQUIRED INFORMATION- Proposal Format**

All respondents to this ITN are responsible for:

1. **Proposal Cover Sheet - Attachment A**
2. **Response Checklist Form - Attachment B**
3. **Narrative Response to the Introduction:**

The offeror must provide, in the narrative section, information, and appropriate methodology that adequately demonstrates an understanding of the purpose of the project and the ability to deliver the services, as presented in the ITN. Further, the responder must display an understanding of WorkSource, it's goals and services.

3.a. **Statement of Component(s)** – *Please see Section III, (d) Response Format*

The offeror must provide a description of their methodology and work plan, which demonstrates adequate knowledge and capacity to perform the services, which meet the requirements as stipulated in the ITN.

4. **Implementation Plan**

If offering services already being provided by another source, refer to **Section IID**, demonstrate how services will be made available with no disruptions in services.

Description of Organizational Capacity

The offeror must provide as attachments:

- a. A functional organizational chart, indicating how the project staff fit into the total agency, and how each member of the project staff relates to the other.
- b. A synopsis of the offeror's organizations qualifications, indicating their abilities to manage and complete the proposed service;
- c. Evaluations of projects similar to the one proposed in the ITN (previous experience is required);
- d. A copy of the most recent audit and annual report/financial statement prepared by an independent accountant, with applicable footnotes; or,
- e. A copy of the proposing organization's most recent balance and income statement;
- f. A copy of the proposing organization's procurement guidelines;
- g. The proposing organization's:
  1. Federal Tax Identification Number
  2. Florida Tax Identification Number (if applicable)
  3. Unemployment Compensation Insurance Number
  4. Worker's Compensation Certificate Number

5. **Budget Proposal and Rate Justification**

Budget - Prepare a detailed line-item budget for the proposed services using the sample form as a guideline. **NOTE:** A separate detailed line-item budget for Financial Years 09-10, must be submitted in the proposal. Subsequent program

year budgets will be negotiated based on the original cost price analysis and the budget approved from service contract negotiations. A separate budget will need to be prepared for each component being bid, and then for the total project cost. Include complete calculations for each line-item and a thorough budget narrative explaining, where necessary, to define and substantiate planned costs. WorkSource will be reviewing each cost for necessity, reasonableness, and its justification. For instance, with respect to travel, how is it calculated, how many staff will it cover, is the cost in line with state and federal standards, etc. If it is anticipated that the offeror will receive fees/payments for some services include the projected amount of such fees in the budget calculations.

**Note:** In addition to the above information, the Invitation to Negotiate committee will make a determination of the proposing organization's ability to perform successfully under the terms and conditions of the proposed program. That determination will take into consideration such areas as whether the organization has:

- Adequate financial resources or the ability to obtain such.
- The ability to meet program level design specifications at a reasonable cost, as well as the ability to meet specified performance levels.
- The necessary organizational experience, accounting and operational controls.
- The technical skills to perform the work.

**Proposals should provide enough information to adequately address the above and to substantiate demonstrated ability.**

## 6. Required Offerors Certification

### a. Statement of No Involvement (Attachment E)

The Offeror must include a signed statement certifying that no member of his or her organization nor any person having interest in this firm has been awarded a contract by WorkSource on a non-competitive basis to:

- Develop this solicitation;
- Perform a feasibility study concerning the scope of work contained in this solicitation; or
- Develop a program similar to what is contained in this solicitation.

### b. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Attachment F)

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

### c. Certification Regarding Lobbying (Attachment G)

The offeror must include a signed Certification Regarding Lobbying, submission of which is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

**d. Drug-Free Workplace Requirement Certification (Attachment H)**

The offeror must include a signed Certification Regarding Drug-Free Workplace pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.

**e. Certification Regarding Debarment, Suspension and Other Responsibility Matters (Attachment I)**

The offeror must include a signed Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions in accordance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**f. Discrimination Statement (Attachment J)**

The offeror must include a signed Certification of Civil Rights Requirements.

**g. Organizational Information/Certification (Attachment K)**

The offeror must include a signed Financial and Compliance Audit Statement.

**8. OTHER REQUIRED INFORMATION**

- a. Governing Body** - The bidder shall furnish the names, addresses, and occupations of all current officers and members of the governing body, if appropriate. If any member is an employee or officer of WorkSource, he/she shall be so identified.
- b. Notice to Contractor** - WorkSource shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
- c. Bonding, if applicable, and Certificates of Insurance** - WorkSource expects the successful bidder to obtain and maintain appropriate bonding and certificates of insurance. The bidder needs to attach proof of bonding and certificates of insurance that they currently hold.
- d. Statement of ADA Compliance** - At this point, the accessibility survey will not be required; however a statement that assures WorkSource that all facilities will be ADA compliant is necessary. If a contract is awarded, at that time the Americans with Disabilities Act (ADA) accessibility survey will be required.

- e. **Statement of Public Entity Crime Information: Per Section 287.133(2)(2), F.S.** When a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with a public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## **SECTION VI TECHNICAL PROVISIONS**

### **A. GOVERNING PROVISIONS AND LIMITATIONS**

1. A response to this ITN does not commit WorkSource to award a contract or to pay any costs incurred in the preparation of a response. WorkSource reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirety this ITN. WorkSource also reserves the right to conduct a pre-award survey of any agency or organization requesting funding.
2. Contracts negotiated as a result of this ITN may be extended, modified, or de-obligated.
3. Material misrepresentation in the Invitation to Negotiate response shall result in the rejection of the proposal, even after ranking, and may result in termination of the contract.
4. WorkSource reserves the right to:
  - a. Negotiate an increase or decrease in the contract awarded based on funds available and/or if it is in the best interest of WorkSource. In such cases, no additional solicitations or proposals are necessary. This shall include extensions and modifications of time and available funds beyond a single program year.
  - b. After the proposals have been ranked, WorkSource reserves the right to request a best and final offer from any bidder to incorporate changes which will support a better understanding of the regulations; which the regulatory changes may require; or which would result in cost savings to WorkSource.
  - c. Negotiate to modify a contract awarded as a result of this ITN, with additional funding as appropriate.
  - d. WorkSource reserves the right to terminate the contract if the contractor fails to perform as agreed.
5. Offerors shall not, under penalty of law, offer or exchange any gratuities, favors or anything of monetary value to or with any Board member, employee or consultant of WorkSource for the purpose of or having the effect of influencing favorable disposition toward their own proposal submitted hereunder.
6. Offerors shall not engage in any activity with respect to this ITN or any other(s) identified in #4 above that will restrict or eliminate competition. This does not preclude joint ventures or subcontracting. Each proposal submitted must be an original work product of the offeror(s). The copying, paraphrasing or otherwise using of substantial portions of the work product of others and submitted hereunder as original work of the offeror is not permitted. Violation of this provision may cause a proposal to be rejected.

7. Potential respondents of the ITN are expected to be familiar with the Workforce Investment Act, the Workforce Innovations Act, and other applicable laws, its regulations and appropriate directives governing the program. All applicants selected for an award are expected to understand and comply with all applicable requirements in conducting services under the agreement awarded.

## **B. CONTRACTOR COMPETENCY**

WorkSource will offer the necessary training to the successful responder on the documents and operating procedures that are specific/unique to the workforce system within certain limitations. It is a requirement that responders have the professional experience, prior training, and applicable professional judgment within their staff/organization to perform/accomplish the proposed goals, objectives, and activities submitted in accordance with this ITN.

## **C. TYPE OF CONTRACT/COMPENSATION METHODOLOGY**

Contracts awarded under this ITN will be considered Fixed-Unit Price or Cost Reimbursement method of payment. WorkSource reserves the right to negotiate a contract with successful Offerors for the delivery of services as required under an agreement. All contract cost will be based on cost analysis which requires detailed cost information in a line-item budget. Performance will be tied to the contractual agreement and the funding.

Documentation to substantiate annual cost must be provided by the contractor's accounting department for review by WorkSource on an as needed basis, or as determined by the administrative accounting staff. Only items identified in the proposed budget will be allowable. Any revisions to the budget must be submitted in writing and approved by WorkSource prior to implementation.

## **D. THIRD PARTY CONTRACTING**

Contractors will be required to assume full responsibility for all services. Third party contracting for services described in this proposal shall be permitted only when previously approved by WorkSource.

## **E. DISCLOSURE OF PROPOSAL CONTENTS**

Proposals will be received and maintained by WorkSource Administrative Coordinator. Proposals will be exempt from disclosure or release until the evaluation and selection process has been completed.

## **F. CONFLICT OF INTEREST STATEMENT**

No member may take part in discussion or vote (except to answer questions at Board of Directors and Committee meetings) if they represent an organization whether as an employee, officer or director that receives compensation or business for services rendered to the organization or have direct or consulting agreement, including those through family or business ties. This Conflict of Interest Policy that is expressed shall

apply to all other transactions wherein a director has a private or business interest which conflicts or may conflict with the best interest of the corporation. It is the duty of all directors to report all possible or apparent conflicts to the Chairperson and to refrain from taking any corporate action with regard thereto.

WorkSource and its staff are bound by the Conflict of Interest statement above. If a offeror is, or should be aware of any potential conflict of interest, disclosure must be a part of the Certifications attached to this proposal. **WorkSource employees and its contracted staff are prohibited from responding to this ITN.**

## **G. PROPOSAL EVALUATION CRITERIA**

### **1. Proposal Evaluation Committee**

A team will review and rate each proposal utilizing a Proposal Evaluation Form, which is included as an attachment to this document. Upon conclusion of this rating process, WorkSource may begin negotiations with one or more successful bidders. It is the bidder's responsibility to present accurate, concise, adequate, and qualitative documentation in each area to be rated in the ITN, so that the raters can make effective appraisals. The criteria by which the responses to the ITN will be evaluated are included in the ITN as **Attachment C**.

The proposal represents only one factor in the selection process of service providers, and may not be the sole basis for selection of a proposal for funding. Other factors, such as the capability of administering and operating these services within the constraints and limitations specified may also be considered in the selection process.

### **2. Proposal Evaluation Checklist**

A proposal evaluation checklist is included in the ITN as **Attachment B**. Any one item receiving a "No" statement on the checklist will automatically disqualify the proposal.

### **3. Proposal Rating Sheet**

The proposal rating sheet is included in the ITN as **Attachment C**.

## **H. PROCEDURE FOR CONDUCTING NEGOTIATIONS**

After completion of the evaluation process described above, WorkSource will determine whether there are Applicants that meet the minimum requirements deemed necessary by WorkSource for conducting negotiations. Assuming that such minimum requirements have been met, WorkSource will negotiate with one or more of the highest scoring Applicants, as posted. Negotiations shall continue to the satisfaction of WorkSource or, if WorkSource determines a satisfactory agreement cannot be reached, WorkSource may initiate negotiations with the next highest-ranked Applicants. WorkSource reserves the right, at all times during the negotiation process, to negotiate with one or more Applicants at the same time, but is under no obligation to do so. During the course of negotiations, WorkSource may

determine that a particular function or set of functions is better met by an Applicant applying for a different service and WorkSource reserves the right to negotiate with such an Applicant with respect to such function or set of functions if deemed in the best interests of WorkSource. With respect to any of the services that are a part of this ITN, in the event that (i) WorkSource determines that no Applicant has met the minimum requirements in order to initiate negotiations or (ii) a contract cannot be negotiated with any of the ranked Applicants who respond to the ITN, WorkSource shall have the right to issue a new ITN or other process to seek qualified applicants, to provide the services itself, or to use another process (for example, sole source contracting) in order to have the service(s) provided.

A representative of the Applicant who is authorized to make decisions must be present at all scheduled negotiation sessions.

#### **I. RECORDS RETENTION**

If a contract is awarded, all records pertinent to the agreement including financial, participant, statistical, audit and property, and supporting documentation shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. WorkSource, State and Federal monitors/auditors shall have access to these records for inspection, monitoring or auditing purposes.

#### **J. PROTEST OR DISPUTES**

Any person who is adversely affected by WorkSource's decision concerning a procurement solicitation or Contract award and who wants to protest such decision shall file a protest in compliance with the WorkSource Administrative Plan. Failure to file a protest within the time prescribed in the plan, shall constitute a waiver of proceedings.

Any Applicant who desires to file a formal protest to this ITN, must accompany that protest with a bond payable to WorkSource in an amount equal to one percent of WorkSource estimate of the total volume of the Contract or \$5,000, whichever is less, which bond shall be conditioned upon the payments of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, WorkSource may accept a cashier's check or a money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

#### **K. APPLICANT DISQUALIFICATION**

1. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from submitting an application.

2. Failure to have performed any contractual obligations with WorkSource in a manner satisfactory to WorkSource will be a sufficient cause for disqualification. To be disqualified as an Applicant under this provision, the Applicant must have:
  - a. Previously failed to satisfactorily perform in a Contract with WorkSource, been notified by WorkSource of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of WorkSource; or,
  - b. Had a Contract terminated by WorkSource, by any other State agency for cause.

**L. TERMINATION FOR CAUSE**

WorkSource reserves the right to terminate the Contract by providing written notice to the Contractor if WorkSource determines any of the following have occurred:

1. Contractor fails to perform to WorkSource's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
2. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated.

Should WorkSource give notice of termination for reasons listed above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, WorkSource may order the Contractor to immediately stop all work. If the contract is terminated for cause or unilaterally cancelled by WorkSource, WorkSource shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination.

**M. TERMINATION IN THE BEST INTEREST OF WORKSOURCE**

WorkSource reserves the right to terminate the Contract or any part of the Contract in the best interest of WorkSource, upon 30-day notice to the Contractor. WorkSource shall incur no liability for materials or services not yet ordered. If WorkSource terminates in the best interests of WorkSource after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

**N. CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a Notice of Termination, and except as otherwise specified by WorkSource, Contractor shall:

- Stop work under this contract on the date, and to the extent specified, in the notice.
- Complete performance of such part of the work as shall not have been terminated by WorkSource

- Take such action as may be necessary, or as WorkSource may specify, to protect and preserve any property related to this contract which is in the possession of the Contractor and in which WorkSource has or may acquire an interest.
- Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to WorkSource all property and materials belonging to WorkSource. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

**P. COST OF PREPARATION**

WorkSource is not liable for any costs incurred by an applicant in responding to the Invitation to Negotiate.

**O. LICENSE, PERMITS AND TAXES**

The Contractor shall pay for all licenses, permits, and taxes required for this project. Also, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to WorkSource.

## Section VII

## Attachments

		Page
Attachment A	Proposal Response Cover Sheet	
Attachment B	Response Checklist Form	
Attachment C	Proposal Rating Form	
Attachment D	Sample Budget Worksheets	
Attachment E	Statement of No Involvement	
Attachment F	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	
Attachment G	Certification Regarding Lobbying	
Attachment H	Drug-Free Workplace Requirement Certification	
Attachment I	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	
Attachment J	Discrimination Statement	
Attachment K	Organizational Information and Certification	

**ATTACHMENT A  
PROPOSAL COVER SHEET**

**SOLICITATION 09-10 #7**

**WorkSource  
Invitation to Negotiate**

**Information Technology Infrastructure Management and  
Consulting Services**

For the period of  
**December 7, 2009 – June 30, 2010**

**Prospective Offeror's Name**

Submitted to the

**Offeror Contact Information:**

Name, title, phone number and address of person who can respond to inquiries regarding the  
proposal;

and,

Name of project director

**ATTACHMENT B**  
WorkSource  
INVITATION TO NEGOTIATE - PROGRAM YEAR 2009 – 2010  
**Response Checklist Form**

Offeror:

The checklist below is a list of mandatory items that will be kept with the Invitation to Negotiate. Please initial each item to show that the application is complete and accurate. An application should not be submitted unless all items have been verified and initialed. N/A may be used where not applicable applies to your answer. In-school and out-of-school components must have a separate budget package. Indicate in the bracket {\_\_\_\_} by each item the page number of the proposal on which the information can be found.

- \_\_\_\_\_ 1. Proposal Response Cover Sheet (Attachment A) {\_\_\_\_}
- \_\_\_\_\_ 2. Response Checklist Form (Attachment B) {\_\_\_\_}
- \_\_\_\_\_ 3. Narrative Response to the Introduction {\_\_\_\_}
- \_\_\_\_\_ 3.a. Statement of Component(s) {\_\_\_\_}
- \_\_\_\_\_ 4. Transition plan {\_\_\_\_}
- \_\_\_\_\_ 5. Description of Organizational Capacity {\_\_\_\_}
- \_\_\_\_\_ Functional organizational chart {\_\_\_\_}
- \_\_\_\_\_ Synopsis of organizations qualifications {\_\_\_\_}
- \_\_\_\_\_ Evaluations of similar projects {\_\_\_\_}
- \_\_\_\_\_ Most recent audit and annual report/financial statement  
{\_\_\_\_} – or,
- \_\_\_\_\_ Most recent balance and income statement {\_\_\_\_}
- \_\_\_\_\_ Organization’s personnel policies {\_\_\_\_}
- \_\_\_\_\_ Organization’s grievance procedures {\_\_\_\_}
- \_\_\_\_\_ Organization’s procurement guidelines {\_\_\_\_}
- \_\_\_\_\_ Organization’s FEID {\_\_\_\_}, FL Tax ID {\_\_\_\_}, UC  
Insurance Number {\_\_\_\_}, Worker’s Compensation  
Certificate Number {\_\_\_\_}

\_\_\_\_\_ 6. Contract Budget

\_\_\_\_\_ Line-item Budget & Narrative  
Attachment D {FY 09-10\_\_\_\_\_}

\_\_\_\_\_ 7. Required Offerors Certification

\_\_\_\_\_ Statement of No Involvement (Attachment E) {\_\_\_\_\_}

\_\_\_\_\_ Sworn Statement Pursuant to Section 287.133(3)(A), Florida  
Statutes, on Public Entity Crimes (Attachment F) {\_\_\_\_\_}

\_\_\_\_\_ Certification Regarding Lobbying (Attachment G) {\_\_\_\_\_}

\_\_\_\_\_ Drug-Free Workplace Requirement Certification (Attachment H)  
{\_\_\_\_\_}

\_\_\_\_\_ Certification Regarding Debarment, Suspension & Other  
Responsibility Matters (Attachment I) {\_\_\_\_\_}

\_\_\_\_\_ Discrimination Statement (Attachment J) {\_\_\_\_\_}

\_\_\_\_\_ Equal Employment Opportunity (EEO) Certification {\_\_\_\_\_}

\_\_\_\_\_ Organizational Information and Certifications (Attachment K)  
{\_\_\_\_\_}

\_\_\_\_\_ 8. Other Required Information

\_\_\_\_\_ Governing Body {\_\_\_\_\_}

\_\_\_\_\_ Statement of ADA Compliance {\_\_\_\_\_}

\_\_\_\_\_ Bonding and Certificates of Insurance {\_\_\_\_\_}

**ATTACHMENT C**  
**WorkSource**  
Proposal Rating Form

Offeror : \_\_\_\_\_

Reviewer: \_\_\_\_\_

	Yes	No
<b>Are all required documents included?</b>		
<b><i>Requested Services -</i></b>		
<b>A. Does the proposal provide for Services as requested in this ITN?</b>		
<b>B. Did the offeror clearly define an organizational structure that allows services to be delivered effectively?</b>		
<b><i>If any of the above questions are answered no, write non-responsive in the adjoining block and proceed no further.</i></b>		
<b><i>Question #1</i></b>	<b><i>Points</i></b>	
<b><i>A. On a scale of 1-40, score offeror's overall concept and creativity of approach.</i></b>		
<b><i>Question #1, continued. Rate each of the offeror's responses. Take into consideration the offeror's plan and detailed description.</i></b>	<b><i>Points</i></b>	
<b><i>(a) The immediate, short term changes (outcomes) that will occur as a result of the proposed program. On a scale of 1-30</i></b>		
<b><i>(b) The permanent or long term changes (impact) committed to by the offeror. On a scale of 1-30</i></b>		

<b>Question # 1 (a)-(b) Total Points [possible 60]</b>	
<b>Question #2</b>	<b>Points</b>
Score the offeror's targeted service, taking into consideration what was included and what was not and why.  Rate on a Scale of 1-20	
<b>Question #3</b>	
Evaluate the respondent's service offered. Rate on a Scale of 1-40	
<b>Question #3 Total Points</b>	
<b>Question #4</b>	<b>Points</b>
Evaluate the resume' for the lead person who will have the responsibility for running the project and will be responsible for achieving results. Is it evident (especially from past experience) that this person has the enthusiasm, capability, and commitment to succeed in achieving the results stated above? Rate on a Scale of 1-15	
<b>Question #4 Total Points</b>	

<b>Question #5</b>	<b>Points</b>
Are projected expenditures recorded on budget form 5 reasonable and necessary in comparison to the cost price analysis completed for this ITN. No=0 Fair=40 Yes=80	
<b>Bonus Points</b> In Kind Contributions + Other Sources divided by Total Program Cost = _____ % X 50 = _____ points.	
<b>Totals</b>	
<b>Total Question 1</b>	

<b>Total Question 1 (a)+(b)</b>	
<b>Total Question 2</b>	
<b>Total Question 3</b>	
<b>Total Question 4</b>	
<b>Total Question 5</b>	
<b>Total</b>	

Proposal Score: \_\_\_\_\_

Reviewer's Signature/ Date: \_\_\_\_\_

**ATTACHMENT D  
Budget Form**

**SAMPLE BUDGET WORKSHEET**

**NOTE:** Submit Budget Worksheets for FY 2009-2010

**WorkSource**

Summary Budget Request  
Year

Responder Name: \_\_\_\_\_

Category: Charge To:	In-Kind or Other Sources	WorkSource	Total
1. Personnel – Salaries & Fringe Benefits			
2. Travel/Transportation			
3. Building Space/ Utilities - Phone, Electric, other			
4. Materials/Supplies/Postage			
5. Printing			
6. Advertising			
7. Other Expenses			
8. Total			

Please note: When completing the following budget break out forms, indicate the program year.

**ATTACHMENT E**  
**Statement of No Involvement**

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_, certify that no member of this firm nor any person having interest in this firm has been awarded a contract by WorkSource on a noncompetitive basis to:

1. develop this solicitation;
2. perform a feasibility study concerning the scope of work contained in this solicitation; or
3. develop a program similar to what is contained in this solicitation.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by \_\_\_\_\_  
\_\_\_\_\_

for \_\_\_\_\_ whose business address is  
\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NA.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State and/or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate with statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped Commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

**ATTACHMENT G**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file that required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization

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Name of Certifying Official

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Signature

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Date

\*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

## **ATTACHMENT H DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION**

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F, I \_\_\_\_\_ the undersigned, in representation of \_\_\_\_\_, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

8. Notwithstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code:

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

\_\_\_\_\_

Signature

\_\_\_\_\_

(Typed Name and Title)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_;

\_\_\_\_\_

(Position title and organization)

that I who sign this Drug-Free Workplace Certification on behalf of the offeror, do so by the authority given by the Governor of the State of Florida, that such signing is within the scope of my powers.

\_\_\_\_\_

(Organization name)

Executed on: \_\_\_\_\_200\_

**ATTACHMENT I**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
  - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

**ATTACHMENT J  
DISCRIMINATION STATEMENT**

Public Law 105-220, Sec. 188 Nondiscrimination

*(a) In General.--*

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain non-citizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT K**  
**Organizational Information and Certifications**

1.Name of Organization: \_\_\_\_\_

2.Address: \_\_\_\_\_

3.Telephone: \_\_\_\_\_

4.Contact Person: \_\_\_\_\_

5.Federal Employer ID No.: \_\_\_\_\_

The offeror's organization operates as:

an individual,  a partnership,

a public agency (specify):

a corporation incorporated under the laws of the State of \_\_\_\_\_

other (specify):

7.Check to indicate if your organization is:

community-based organization (CBO)  minority-owned enterprise

female-owned enterprise.

8. The offeror's organization is a:

not-for-profit  for profit

9. The offeror certifies as explained on the attached, that:

	Without Exception	With Exception
a. it has no outstanding liens, claims, debts, judgments or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program;	_____	_____
b. it is current in its payment of applicable federal, state and local taxes;	_____	_____
c. it is free and clear of any questioned or excepted audited costs or management and financial practices;	_____	_____
d. it is not currently under probation or suspension status from any regulatory agency it is governed by;	_____	_____
e. its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program;	_____	_____
f. it understands the requirements of this RFP, FCWD		

and its promulgated rules and regulations; \_\_\_\_\_

g. it has not been debarred by an action of any governmental agency; \_\_\_\_\_

h. it is authorized to submit this proposal in accordance with the policies of its governing body; and; \_\_\_\_\_

i. the information contained herein is true and correct to the best of its knowledge. \_\_\_\_\_

*(If any of the above questions are answered **with exception**, please explain in full on an attached sheet)*

By my signature, I certify I am empowered to act on behalf of the proposing organization in submitting this proposal.

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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name & Title of Certifying Representative

## **SECTION VIII      DEFINITIONS**

### **A. General**

Amendment: A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to , adjustments in costs, service, time period, and method of payment. The amendment is incorporated as part of the original contract).

Administrative Services: Services necessary to administer WorkSource and services they provide. Administrative costs are determined by WorkSource.

Contract: An agreement between WorkSource and the successful offeror for the procurement of services. (A formal Contract consists of the Standard Contract, Attachment I, plus all attachments or exhibits).

Cost Reimbursement: A method of payment used to reimburse the successful offeror for actual expenditures incurred in accordance with a line item budget.

Exhibit: A document or material object added to the Contract's Attachment I, or any other specified attachment.

Fiscal Year: An accounting period of twelve months; July 1 through June 30.

Fixed-Unit Price: A method of payment used to reimburse the successful offeror. Unit prices are calculated on proposed expenditures incurred in accordance with a line item budget.

Invitation to Negotiate (ITN): The competitive solicitation process used for the acquisition of contractual services.

Invoice: A standardized form used by the successful offeror to request payment from WorkSource.

Local Match: A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.

Method of Payment: A payment specification includes the maximum dollar amount of the contract, the manner in which the contract costs will be displayed on invoices, the frequency with which invoices will be submitted to WorkSource, and any special conditions pertaining to payment of contract invoices.

Offeror: A prospective entity that responds to this ITN.