

**Invitation to Negotiate (ITN) No: ITN AES 23 24 120**

**Title: Division of Agricultural Environmental Services  
Examination Administration System  
and  
Examination Proctoring Services**



**Stephanie Bergozza, Procurement Officer**  
**407 S. Calhoun Street, SB-8 Mayo Building**  
**Tallahassee, FL 32399-0800**  
**[Bids@FDACS.gov](mailto:Bids@FDACS.gov)**

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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. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

## SECTION 1.0 INTRODUCTORY SECTION

### 1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services (Department) issues this Invitation to Negotiate (ITN) for qualified, interested Vendors with proven experience in providing online, remote delivery, proctoring, and in-person examination administration services as further described herein. This ITN and all activities leading toward the anticipated issuance of the Contractual Services Agreement are conducted pursuant and subject to Chapter 287, Florida Statutes (F.S.), and Rule 60A-1, Florida Administrative Code (F.A.C.), and will be administered through the Vendor Information Portal (VIP).

Vendors interested in submitting a Reply must comply with all terms and conditions described in this solicitation. The Department intends to make a single award or to make no award, as determined to be in the best interest of the state.

### 1.2 Timeline

The following timeline will be strictly adhered to in all actions relative to this ITN unless modified by the Department by written addenda published to the VIP. All required actions must be completed by the date and time indicated on the timeline. It is the responsibility of the Vendor to monitor the VIP. All times listed are Eastern Time (ET).

EVENT	DATE/TIME	LOCATION
Release of ITN	June 13, 2024	<a href="#">Vendor Information Portal</a>
Last Day for written Inquiries to be received by the Department. No questions will be accepted after this date.	June 28, 2024 5:00 PM	Florida Department of Agriculture and Consumer Services Email: <a href="mailto:Bids@FDACS.gov">Bids@FDACS.gov</a>  **ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL**
Anticipated Posting of Written Responses to Vendor Inquiries	July 9, 2024	<a href="#">Vendor Information Portal</a>
Sealed Replies Due	July 23, 2024 5:00 PM	Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800
Public Opening	July 24, 2024 10:00 AM	Teleconference Number: (888) 585 – 9008 Conference Room Number: 407 639 217
Evaluation Phase (Anticipated)	August 2024	
Presentations/Negotiations (Anticipated)	August – September 2024	
Public Meeting-Award Recommendation (Anticipated)	October 3, 2024 2:00 PM	Teleconference Number: (888) 585 – 9008 Conference Room Number: 407 639 217
Notice of Agency Decision/Intent to Award (Anticipated)	October 8, 2024	<a href="#">Vendor Information Portal</a>

The Department will utilize the State of Florida VIP as the single resource for all ITN Public Notice information in accordance with Rule 60A-1.021, F.A.C.

### 1.3 Definitions

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

- 1.2.1. **Americans with Disabilities Act (ADA):** Legislation which prohibits discrimination based on disability, which can be found in the Code of Federal Regulations (C.F.R.) at 28 C.F.R., Parts 35 (Title II) and 36 (Title III).
- 1.2.2. **Best Value:** The highest overall value to the State based on factors that include but are not limited to price, quality, design, and workmanship.
- 1.2.3. **Business Day:** Monday through Friday, excluding State holidays or other closures.
- 1.2.4. **Business Hours:** 8:00 a.m. to 5:00 p.m., Eastern Time, each Business Day.
- 1.2.5. **Contract:** The formal written agreement resulting from this ITN between the awarded Vendor and the Department.
- 1.2.6. **Contract Manager:** The Department's employee, or its designee, responsible for performance oversight and operational management of the Contract. The Contract Manager will be designated in the Contract.
- 1.2.7. **Contractor:** The Vendor who receives the award of this ITN and will be performing contractual duties as the prime Contractor under the Contract.
- 1.2.8. **Day:** A calendar day, unless otherwise stated.
- 1.2.9. **Department (FDACS):** The Florida Department of Agriculture and Consumer Services.
- 1.2.10. **Material Deviations:** A deviation from the requirements and specifications of this ITN, which the Department, at its sole discretion, has determined is not in of substantial accord with this ITN, provides a significant competitive advantage to one (1) Vendor over other Vendors, or has a potentially significant effect on the quantity or quality of the services sought, or on the cost to the Department.
- 1.2.11. **Minor Irregularity:** A variation from requirements and specifications of this ITN that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors and does not adversely impact the interests of the Department.
- 1.2.12. **Reply:** All materials submitted by a Vendor in response to this ITN.
- 1.2.13. **Respondent:** The person, entity, or Vendor submitting a Reply in response to an ITN.
- 1.2.14. **Responsive Reply(ies):** A Reply, submitted by a Responsive and Responsible Vendor that conforms in all material respects to this solicitation.
- 1.2.15. **SaaS:** Software as a service.
- 1.2.16. **Vendor:** A legally qualified corporation, partnership, or other business entity submitting a Reply to the Department in response to this ITN.

#### **1.4 Public Opening**

The Public Opening for this solicitation will be available via teleconference.

DIAL – IN TELECONFERENCE NUMBER: (888) 585-9008

CONFERENCE ROOM NUMBER: 407 639 217, then # and follow prompts.

#### **1.5 Special Accommodations**

Any person with a disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) Business Days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at (800) 955-8771 (TDD) or visit <https://www.ftri.org/relay> for assistance.

#### **1.6 Mandatory Requirements**

The Department has established certain requirements with respect to submissions to be submitted by Respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITN indicates a requirement or conditions from which a material deviation may not be waived by the Department. The words “should” or “may” in this ITN indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Reply.

#### **1.7 Conflicts and Order(s) of Precedence**

All replies are subject to the terms of the following provisions of this ITN (incorporated by reference), which in case of conflict shall have the following order of precedence:

- 1) Addenda, in reverse order of issuance,
- 2) ITN, including attachments,
- 3) [PUR 1000, General Contract Conditions](#), and
- 4) [PUR 1001, General Instructions to Respondents](#).

### **SECTION 2.0 TECHNICAL SPECIFICATIONS**

#### **2.1 Objective**

The Department’s Division of Agricultural Environmental Services (Division) is charged with the development and administration of multiple state license examinations. Historically, the Department has partnered with a service provider to administer the examinations in various in-person and online formats. The goal of this ITN is to issue a single award to a Vendor for the administration and proctoring of each regulatory examination provided by the Department.

#### **2.2 Background**

The Division is charged with providing pest control, agricultural pesticide, and mosquito control exams either directly or via an authorized Vendor(s). Specifically, Sections 482.111, 482.141, 482.151, 482.155, 482.156, and 482.157, F.S., require applicants for Pest Control licenses to take and pass an examination that covers the provisions of Chapter 482, F.S. Similarly, Section 487.044, F.S., requires applicants for an Agricultural Pesticide License to take and pass required examinations that cover the provisions of Chapter 487, F.S. Lastly, Section 388.361, F.S. grants

the Department authority to set examination requirements for licensure via Rule 5E-13, F.A.C.

Approximately 7,400 total exams were administered last year overall. Further details are provided below for each of the testing areas. Approximately 70% of all remote proctored exams occur outside of the Business Day, requiring 365 days / 24 hours availability to be provided.

#### *Pest Control Examinations*

An applicant for a pest control license under Chapter 482, F.S., may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Certified Pest Control Operator Lawn and Ornamental	4	200
Certified Pest Control Operator General Household and Rodent Control	4	200
Certified Pest Control Operator Fumigation	4	200
Certified Pest Control Operator Termite and Other Wood Destroying Organisms	4	200
Limited Commercial Landscape Maintenance	2	80
Limited Commercial Wildlife Management	2	30
Limited Gov't/Private Lawn and Ornamental Pest Control	2	80
Limited Gov't/Private Structural Pest Control	2	80
Special Fumigation Identification Cardholder	3	100

The passing score for all exam types listed above is 75%. Depending on the exam, some pre-requisites are required prior to testing. All vetting of examinees will be completed by the Department and examinees will be provided with a voucher number upon meeting the requirements for testing. The voucher number will be utilized by the testing Vendor, which will need to be validated by the Department prior to the examinee being authorized to test. There were approximately 1,600 exams proctored for this section in the past year.

#### *Agricultural Pesticide Licensing Examinations*

An applicant for a pest control license under Chapter 487, F.S., may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Core	2	50
Aerial	2	50
Agricultural Animal	2	50
Agricultural Row Crop	2	50
Agricultural Tree Crop	2	50
Organotin Antifouling Paint	2	50
Aquatic	2	50
Chlorine Gas Infusion	2	45
Demonstration & Research	2	20
Forest Pest Control	2	50
Natural Areas Weed Management	2	50
Ornamental & Turf	2	50
Private Applicator Agriculture	2	50
Raw Agricultural Commodity Fumigation	2	50
Regulatory Pest Control	2	50
Regulatory Inspection & Sampling	2	35
Right-of-Way	2	50
Seed Treatment	2	25

Examination	Duration (In hours)	Required # of Questions
Sewer Root Control	2	60
Soil & Greenhouse Fumigation	2	50
Wood Treatment	2	50

The passing score for all exam types listed above is 70%. The Department will provide examinees with a voucher number upon submitting an exam application. The voucher number will be utilized by the testing Vendor, which will need to be validated by the Department prior to the examinee being authorized to test. There were approximately 5,300 exams proctored for this section in the past year.

#### *Mosquito Control Examinations*

An applicant for a mosquito control license under Chapter 388 F.S., may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Core	2	50
Public Health Pest Control	2	50
Public Health Director exam	4	40

The passing score for all exam types listed above is 70%. The Department will provide examinees with a voucher number upon submitting an exam application. The voucher number will be utilized by the testing Vendor, which will need to be validated by the Department prior to the examinee being authorized to test. There were approximately 500 exams proctored for this section in the past year.

## 2.3 Questions Being Explored in the ITN

- 1) How will the Respondents' proposed services meet the needs of the Department?
- 2) How will the Respondents provide their services in a cost-effective and efficient manner for the Department, examinees, and the state?
- 3) How will Respondents address the Department's locational needs for in-person testing?
- 4) How will Respondents meet the Department's technological expectations and requirements?
- 5) How will Respondents provide a seamless transition of services?

## 2.4 Scope of Work

Appendix I, Statement of Work, provides the draft scope of services sought by the Department.

The Contractor is expected to provide each functionality as specified in the Statement of Work (Appendix I) to include online testing (in person and remote), online proctoring services, and in-person testing. For the administration of in-person examinations, test site locations will be required to provide all the necessary (1) information technology (IT) equipment required for service delivery, (2) Contractor staff, and (3) internet connectivity required for the examination. The Department does not require that the test site locations be Contractor-owned locations.

The Department is considering Replies for Vendor hosted solutions (SaaS) only. The Department is not interested in software development projects.



## **2.5 Compensation**

The Contractor will be authorized to propose a development and implementation fee for the Statement of Work (Appendix I). The Department will not be responsible for any additional fees beyond the initial development and implementation for the requirements outlined in the Statement of Work (Appendix I).

The Contractor will be responsible for collecting a convenience fee from the examinee. The fee to be collected from the examinee is determined by the Statement of Work, the Division, and Florida Statutes. The convenience fee will be the Contractor's sole compensation from the examinee.

## **2.6 System Requirements and Security**

The Contractor will be required to comply with the terms of Appendix II.

## **2.7 Department Documentation, Confidentiality, and Intellectual Property**

The Department is seeking a Vendor to deploy all pesticide exams on a highly qualified computer-based testing system that meets all functional, technical, and security requirements required by the Department. All exam questions and answers and exams provided by the Department or generated by the Vendor shall be the intellectual property of the Department.

Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this ITN shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Vendor nor any individual employed under the resulting Contract shall have any proprietary interest in whatever is produced by or developed in connection with this ITN.

All Department documents, intellectual property, test questions, test answers, and anything provided to Vendor shall remain the property of the Department. The Department shall have exclusive ownership of any program materials relating to the Department's testing program prepared for, produced by, or developed in connection with this ITN by the Vendor, unless otherwise agreed to, in writing, by both parties. Program materials include, but are not limited to, any test questions, test answers, test bank information, test forms, test security protocols and procedures, any software or systems newly developed by the Vendor as a result of this ITN, and anything else produced by Vendor relating to the Department's testing program.

The Vendor shall hold confidential all the information related to tests, testing, test materials, test security procedures, examinee verification procedures, and anything else relating to the Department's testing program and shall not disclose this information except as required by law.

The Department shall have exclusive ownership of any data entered into the system used as a result of this ITN, and any information derived from such data. Such data may include, but is not limited to, exam items, examinee information, exam results, and statistics. The Vendor will be expressly prohibited from using, modifying, or disclosing any of the Department's data, including derived data, unless further defined in the resulting Contract.

## **SECTION 3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**

### **3.1 Advertisement**

This ITN is hereby advertised on the [State of Florida VIP \(https://vendor.myfloridamarketplace.com/search/bids\)](https://vendor.myfloridamarketplace.com/search/bids). To find this ITN or other related

information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the Department's Procurement Officer, listed in Section 3.3 of this ITN.

### **3.2 General Instructions to Respondents (PUR 1001)**

Pursuant to Rule 60A-1.002, F.A.C., the General Instructions to Respondents, [PUR 1001](#), are incorporated in this ITN by reference. There is no need to return this document with the Reply. PUR 1001 is available at

[https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf).

Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within the PUR 1001, unless the conflicting term/condition is required by any section of the Florida Statutes, in which case the term/condition required by Florida Statutes shall take precedence.

Specific references to MyFloridaMarketPlace (MFMP) usage for this ITN, as stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents, are not applicable.

### **3.3 Vendor Inquiries**

The Procurement Officer, acting on behalf of the Department, is the sole point of contact of official meetings, questions, and all matters pertaining to this solicitation from the date of the release of the solicitation, until the Department publishes the Notice of Agency Decision on the VIP.

Questions related to this ITN, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed below, as indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, may not be acknowledged.

The Department's answers to Vendors' written questions received by the deadline will be published on the VIP on or about the date referenced in the Timeline. The VIP is located at: <https://vendor.myfloridamarketplace.com/search/bids>.

#### **The Procurement Officer for this ITN is:**

Stephanie Bergozza  
Florida Department of Agriculture and Consumer Services  
407 S. Calhoun Street, SB-8 Mayo Building  
Tallahassee, Florida 32399-0800  
Email: [Bids@FDACS.gov](mailto:Bids@FDACS.gov)

**\*\*ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE ITN NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\***

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intent to award (72-hour period excludes Saturdays, Sundays and state holidays or other closures), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee or officer of the executive or legislative branches of government, concerning any aspect of this solicitation, except in writing to the procurement officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a Reply, as per Section 287.057(25), F.S.



### **3.4 Addenda**

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this procurement during the bidding period, information will be published on the VIP at <https://vendor.myfloridamarketplace.com/search/bids> as a written addendum. Any addenda issued in relation to this solicitation shall thereby become part of the final ITN specifications and requirements.

### **3.5 MyFloridaMarketPlace (MFMP) Registration**

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system. Information about the registration process is available, and registration may be completed, at the MFMP website: [Vendor Information Portal](#). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 81161501 – Software application administration service
- 43232100 – Content authoring and editing software
- 43232200 – Content management software
- 43232500 – Educational or reference software
- 80111718 – Employee skill testing and assessment service
- 86141500 – Educational guidance services

### **3.6 Vendor Substitute W-9**

The Florida Department of Financial Services (DFS) requires all Vendors that conduct business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS may assist Vendors with questions and be reached by contacting (850) 413-5519, or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

The Contractor must have a valid W-9 on file with the DFS prior to issuance of a contract. This may be completed by the Vendor post-award and is not something which the Department will consider in determining the responsiveness of a Reply.

### **3.7 Cost of Preparation**

Neither the Department, nor the State of Florida, is liable for any costs incurred by a Vendor/Respondent in preparing its Reply to this ITN.

### **3.8 Instructions for Submittal**

Each Vendor Reply shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Emphasis in each Reply must be on completeness and clarity of content. In order to expedite the review of replies, it is essential that the Vendor follows the format and instructions below.

- 1) Replies may be sent by U.S. mail, courier, overnight, or hand delivered to:

**Florida Department of Agriculture and Consumer Services**  
**Attention: Stephanie Bergozza**  
**407 S. Calhoun Street, SB-8 Mayo Building**  
**Tallahassee, Florida 32399-0800**

- 2) **Electronic (email/fax) submission of Replies will not be accepted for the ITN.**
- 3) All Replies must be submitted in a sealed envelope/package with the relevant ITN number clearly marked on the outside of the envelope/package.
- 4) It is the Respondent's responsibility to assure its Reply submittal is delivered to the proper place and time as stipulated in the Timeline.
- 5) Late Replies will not be accepted.

Replies may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Mayo Building; however, Vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time. REPLIES MUST BE RECEIVED IN THE PURCHASING OFFICE BY the designated date and time listed. Postmarked or clocked in by FedEx, UPS or U.S. Postal Service is not acceptable for being received in the Purchasing Office.

Replies are due, and will be publicly opened, at the time date, and location specified in the Timeline. Vendor Replies received late (after the due date and time) will not be accepted, nor considered, and modification by the Vendor of submitted replies will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a Reply if it is not properly sealed, addressed, or identified.

### **3.9 Disclosure of Reply Submittal Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents or returned. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any Reply. Selection or rejection of a Reply shall not affect this right.

## **SECTION 4.0 ITN RESPONSE CRITERIA AND EVALUATION PROCESS**

### **4.1 Reply Format**

The Department is accepting a combination of a physical original and digital copies of the Respondents' Replies to this ITN. ITN Replies must be submitted in sealed package/hard copy format and electronic copies divided into volumes containing the information below.

Sealed Package Volume	Section Name	Copies
Volume I	<ul style="list-style-type: none"><li>• Administrative Forms</li><li>• Cost Reply</li><li>• License Agreements</li><li>• Redacted Technical and Relevant Experience Reply (If applicable)</li></ul>	One (1) Original Hard Copy and One (1) Digital USB Flash Drive

Sealed Package Volume	Section Name	Copies
Volume II	<ul style="list-style-type: none"> <li>• Technical Reply</li> <li>• Relevant Experience</li> </ul>	One (1) Digital USB Flash Drive

**Respondents must submit one (1) hardcopy (i.e., a physical hardcopy) of the Administrative Forms and Price Sheet, as well as one (1) duplicate electronic copy of the Administrative Forms and Price Sheet on one (1) separate USB flash drive.**

ITN Reply packets shall be delivered to the Department's purchasing office before the specified due date in a sealed package labeled with the Respondent's name and address and the ITN number. Sequentially number all pages and organize as indicated below. Emphasis of each Reply must be on completeness and clarity of content. To expedite the evaluation process, it is essential that Respondents follow the format and instructions contained herein.

The ITN Reply must include all requested forms and information. Each section should be segregated by index TAB(s), or folders labeled as such, which will include either mandatory response forms or material for weighted criteria to be scored by the appointed evaluation team. Failure to provide all of the requested information may result in disqualification of the Respondent's Reply, or a zero-point score for that section. The Respondent's Reply should clearly identify each area, as listed below, with an index tab or other type of identification.

## **VOLUME I: FORMS, COST REPLY, AND LICENSE AGREEMENTS**

**(No points will be awarded for Volume I)**

### **TAB A: ADMINISTRATIVE FORMS**

#### **1) Respondent Acknowledgement**

By submission of a signature on the Department's Acknowledgment Form, the Respondent certifies that they have read and comply with all terms and conditions contained herein. The ITN Reply must contain the original signature of an authorized representative who can legally bind the Respondent. The product/services offered by the Respondent will conform to the specifications of this ITN without exception.

For the Respondent's ITN Reply to be considered responsive, the Respondent must include **Attachment A, Acknowledgement Form**, with their Reply.

#### **2) Florida Preference Certifications**

When evaluating Respondent Replies to solicitations where the total awarded points from two or more Respondents is equal, the Department shall determine the order of award in accordance with Sections 287.057(12), 287.087, and 295.187(4), Florida Statutes.

##### **a. CERTIFIED MINORITY BUSINESS ENTERPRISE**

Pursuant to Section 287.057(12), F.S., if two (2) equal Replies are received and one (1) Reply is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Respondents must provide a copy of this certification in their Reply to receive this preference.

**b. CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

Pursuant to Section 287.087, F.S., whenever two (2) or more Replies that 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, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To be considered for the drug-free workplace program preference, respondents must provide FDACS-01218 / **Attachment B, Certification of Drug-Free Workplace Program**, that it has implemented a drug-free workplace program.

**c. FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE**

Pursuant to Section 295.187(4), F.S., a state agency, when considering two (2) or more Replies for the procurement of commodities or contractual services, at least one (1) of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), F.S., shall accompany the proposal. Failure to submit proof of certification will result in non-application of the preference.

**3) Mandatory Certifications**

**a. NO PRIOR INVOLVEMENT AND CONFLICT OF INTEREST**

Pursuant to Section 287.057(19)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information from being eligible to contract with an agency."

The Respondent shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITN.

In order for a Respondent's Reply to be considered responsive, Respondents must complete the FDACS-01342 / **Attachment C, Conflict of Interest Statement**, and include it in the ITN Reply package.

**b. SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES**

Pursuant to Section 287.135, F.S., a company is ineligible to, and may not submit a Reply for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of Reply submission for, or entering into or renewing such contract, the company is on the Scrutinized Companies list pursuant to this section.

For an ITN Reply to be considered responsive, Respondents must complete the FDACS-01691 / **Attachment D, Certification Regarding Scrutinized Companies**, and included in its ITN Reply package. The Department may immediately terminate any contract, as a result of this ITN, for cause if the contractor is found to have submitted a false certification.

**c. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS TIE BIDS**

Respondents submitting a Reply to this ITN must complete the enclosed form FDACS-01522 / **Attachment E, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters for Expenditure of Federal Funds**, and enclose it with its Reply. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

**TAB B: COST REPLY**

The Respondent shall submit a price proposal with its Reply indicating the Implementation Fee for providing testing services and the Cost Reply for providing testing site services as described in this ITN for the resulting Contract. Tab B shall be provided in a separate, sealed envelope, and is not to be included in the Respondent's Technical Reply.

**TAB C: LICENSE AGREEMENT**

Include any licensing and software agreement terms and conditions that may be presented throughout the Contract. The inclusion of such terms by the Respondent is subject to the review and approval of the Department. If there is a conflict between the Respondent generated licensing and/or software agreement terms and the Department Terms and Conditions noted herein, the Department Terms and Conditions incorporated into this solicitation and resulting Contract will prevail.

**TAB D: RESPONDENT'S DUTY TO ASSERT EXEMPTION FROM DISCLOSURE AS A PUBLIC RECORD**

The Department takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the **Respondent must also provide Department with a separate "Redacted Copy" of its Reply on a USB flash drive, at the time of Reply submission.**

Any Reply content submitted to Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS REPLY AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST. THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

**VOLUME II: TECHNICAL REPLY / RELEVANT EXPERIENCE (200 POINTS MAXIMUM)**

**TAB A: TECHNICAL REPLY (200 points maximum)**

- 1) Background and Structure.** The Respondent shall provide their background and organizational structure. This should include years in operation and years involved in work related to this solicitation. Include details of the firm's size, resources, ownership, total number of employees and total number of personnel engaged in activities relevant to this ITN.

- 2) Organizational Ability.** The Respondent shall provide a detailed narrative of their qualifications that documents, demonstrates and represents their organization's ability to carry out the required services. Identify key personnel and subcontractors that will be assigned to this contract, include their roles and responsibilities. The resumes for the proposed project manager(s), principal point of contact, and other key personnel must be provided. Office locations for key personnel must also be identified. **(30 points)**
- 3) Response to Statement of Work.** The Respondent should include how it will meet the requirements outlined in the Division's Statement of Work (Appendix I). **(100 points)**
- 4) Quality Control.** The Respondent should have a quality control plan. This section shall explain the proposed review/quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner. The selected Contractor may work on several examination administration activities simultaneously and therefore, should indicate how work overloads will be managed to prevent schedule delays. **(20 points)**
- 5) Testing Center Locations.** The Respondent will provide an active listing of in-person testing center locations. For each center, provide the type of center (e.g., library, community college, etc.), capacity, number of computers available for testing, and location. **(50 points maximum)**

Number of Test Site Locations	Points
Below 15	0
15 – 25	10
26 – 50	20
51 – 75	30
76 – 100	40
101 or more	50

**TAB B: RELEVANT EXPERIENCE (50 points maximum)**

The Respondent shall provide a detailed narrative of prior relevant experience involving the online delivery of clients' high stakes examinations similar to those described in the Statement of Work (Appendix I). This narrative must include at a minimum, three (3) projects performed of a similar size and scope completed within the last five (5) years.

The Respondent shall provide names, addresses, phone numbers, and email contacts of the three (3) customers for whom the Respondents have identified in this narrative on the FDACS-01222 /

**Attachment F, References/Past Performance.** Customer references must be current or former clients of the Respondent. The Department will not accept references from current or former subcontractors or references from current, former, or proposed personnel or other personal references as a substitute for customer references. The Department reserves the right to contact each customer reference during negotiations to verify the information provided and validate the performance of the Respondent. References will not be considered during the evaluation stage of the ITN.

**TAB C: SUB-CONTRACTORS (No points will be awarded for Tab C)**

In order to warrant that only qualified and competent subcontractors will be employed on the project, the Contractor shall submit to the Department a list of subcontractors who will perform work. The Contractor must have determined, to its own complete satisfaction, that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time and is qualified both technically and financially to perform the phase of this work listed herein.



Any subcontractor(s) not listed and approved by the Department will not be allowed to proceed with any work related to this project. The Department shall have the right to examine the technical qualifications of any subcontractor and to request additional documentation of a subcontractor's technical and financial qualifications.

Any subcontractor(s) proposed after the execution of a Contract must be submitted in writing to the Department for approval. Work by the proposed subcontractor must not commence until the Department has given approval.

The Department shall have the right to prohibit the use of any subcontractor that in its own discretion does not satisfactorily meet the business experience, technical or financial qualifications necessary to perform this work. If applicable, Respondents must complete FDACS-01221 / **Attachment G, List of Subcontractors** and include it in the Respondent's Reply.

**TAB D: INITIAL IMPLEMENTATION AND TRANSITION PLAN (50 points maximum)**

The Respondent shall provide a plan for the AES Examination Administration and Examination Proctoring Services system configuration, implementation, and roll-out approach that includes a list of major transition activities, with responsible parties, and timeframes in accordance with Appendix I - II. This plan shall include timeframes for the transition of services from the current Contractor.

**TAB E: SYSTEM REQUIREMENTS AND SECURITY (No points will be awarded for Tab E)**

The Respondent shall describe their systems features and provide a narrative as to how it will meet the requirements of Appendix II.

**4.2 Reply Administrative Review**

Each Respondent shall submit a Reply that conforms to all mandatory requirements as outlined in this ITN solicitation. Replies that do not conform to the requirements, or contain material deviations from the specifications, will be rejected as non-Responsive and not further reviewed. Material requirements of this ITN are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. The Department seeks to maximize competition and reserves the right to seek clarification from responding Respondents to obtain non-material information to complete a responsiveness review. Failure of a Respondent to provide required information may cause a Respondent to be deemed non-Responsive and therefore be disqualified from further considerations.

Non-Responsive Replies may include, but are not limited to, those which:

- 1) fail to utilize, complete, and/or submit the mandatory prescribed forms,
- 2) include terms and conditions contrary to the requirements of this solicitation,
- 3) do not contain authorized signatures, and
- 4) are not in conformance with the requirements and instructions contained herein.

**4.3 Evaluation Considerations**

An appointed evaluation committee will utilize the point system set forth in **Attachment H, Evaluator Score Sheet**, to individually score each Responsive Reply submitted. Once the evaluation committee has concluded scoring all Responsive Replies, a list of Replies will be tabulated in ranked order. Available points for each of the evaluation criteria are specified herein.

The evaluation committee members shall perform the evaluation in accordance with the evaluation criteria listed in Section 4.4, Evaluation Procedure, of this ITN. The evaluation

committee's scores will create a ranked list of Respondent Replies, based on total estimated awarded points per Respondent.

#### 4.4 Evaluation Procedure

An Evaluation Team will utilize a point system to score Replies in accordance with **Attachment H, Evaluator Score Sheet**. The following points are available:

Reply Section	Range of Points
Volume II – Tab A: Technical Reply	0-200
Volume II – Tab B: Relevant Experience	0 – 50
Volume II – Tab D: Initial Implementation and Transition Plan	0 – 50
<b>MAXIMUM POINTS</b>	<b>300</b>

### SECTION 5.0 Negotiation Process

#### 5.1 Respondent(s) Selected for Presentations and Negotiations

The Department may begin oral presentations with the Respondent or Respondents who have a written technical score within a competitive range or ranked above a natural break.

The Department shall evaluate and rank the Replies to determine which Respondent, if any, to invite for presentations/demonstrations. It is the Department's intent to invite Respondents scoring within a competitive range or above the natural break to the oral presentations and/or demonstrations; however, the Department reserves the right to invite additional Respondents to oral presentations if determined to be in the best interest of the state. Oral presentations / demonstrations may include a question-and-answer session.

The purpose of this activity is to provide substantiating information and demonstrated performance to support the Respondent's written Reply content. No part of the oral presentations / demonstrations will serve to relieve the Respondent of any quality or performance as required under the resulting Contract.

Please note that any video conference / webinar event will be hosted by the Respondent. Respondents will be instructed to provide technical capabilities and/or requirements for the in-person, conference, or webinar presentation(s) upon receipt of an appointment request issued by the Department.

Pursuant to Section 286.0113(2)(b)1., F.S., oral presentations as part of this competitive solicitation are exempt from public meeting requirements. A complete recording of this presentation will be made available, as well as any materials presented or received, at the completion of the procurement process in accordance with Section 286.0113(2)(c) and Chapter 119, F.S.

#### 5.2 Negotiation Process

Negotiation, as described in this Section, is designed to determine which Respondent and Reply will provide the Best Value to the state. The order in which negotiations with the Respondent(s) commence will be determined according to the best interest of the Department. The Department may select one or more Respondents within the competitive range with which to commence negotiations. Should the Department be unable to negotiate a satisfactory contract with any of the Respondents scored within the competitive range, negotiations may continue with any or all other Respondents, if any, submitting responsive Replies. The Department reserves the right to

negotiate with one, more, or none of the Respondent(s). Negotiations may continue until an agreement is reached or all Replies are rejected.

### **5.3 Negotiation Sessions**

The Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the best overall benefit to the State. All Negotiation Sessions resulting from this ITN will be conducted via teleconference, virtually, or in Tallahassee, Florida. The participating Respondent(s) shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

During negotiations, Respondent(s) may propose alternate capabilities or services that reflect the Respondent's optimal performance methodology while still complying with the other requirements of the ITN. The Department may request changes to proposed solutions. Additionally, the Department may consider revised pricing; Optional Technical Specifications offered in Respondents' Replies; new / additional optional commodities and services; and / or modifications to proposed technical specifications. Before award, the Department reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If the Department is unable to reach an agreement with a Respondent on contractual issues or other issues, the Department may eliminate the Respondent from further consideration.

The negotiation team may consider the evaluators' scoring and / or any information obtained during Evaluation.

Respondents may be provided an opportunity to recommend value-added or optional services. Respondents may provide information regarding these alternatives or services during negotiations. These will be reviewed by the negotiation team and negotiated at the sole discretion of the negotiation team. The Department shall be under no obligation to accept these alternatives or services.

The negotiation team may request that Respondents propose alternative solutions to certain aspects of their Replies during negotiations. If the negotiation team determines that a proposed alternative solution is not acceptable, and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration, or the negotiation team may stop negotiation with that Respondent. Negotiations will continue until acceptable terms and conditions are agreed upon through final Best and Final Offers (BAFO) or it is determined that an acceptable agreement cannot be reached.

The Department may at any time during the negotiations eliminate a Respondent from further consideration or stop negotiations with a Respondent. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract award.

### **5.4 Other Rights Reserved During Negotiations**

The Department reserves the right at any time during the negotiation process to:

- 1) Schedule additional negotiation sessions with any or all responsive Respondents.
- 2) Require any or all Respondents to provide additional, revised, or final Replies addressing

specified topics.

- 3) Require any or all Respondents to provide a written BAFO.
- 4) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
- 5) Arrive at an agreement with any Respondent, finalize principal contract terms with such Respondent, and terminate negotiations with any other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- 6) Decline to conduct further negotiations with any Respondent.
- 7) Re-open negotiations with any Respondent.
- 8) Take any additional administrative steps the Department deems necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where consistent with the terms of this ITN.
- 9) Review and rely on relevant information contained in the Replies.
- 10) Include subject matter experts or other interested persons in negotiations with Respondents, Respondent presentations, and meetings at which negotiation strategies are discussed.
- 11) Check references to assess the experience and extent of success in the Respondent's current or past projects.
- 12) Obtain additional financial information from the Respondent, including but not limited to tax information and other federal or regulatory filings.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, and the Respondent(s) affected by those actions.

## **5.5 Best and Final Offer (BAFO)**

The Negotiation Committee may request a BAFO from one or more Respondents with which negotiations are conducted. Based upon the negotiation process, the BAFO may contain a revised scope, negotiated terms and conditions, price terms, etc.

## **5.6 Contract Award**

The Negotiation Committee will select which Respondent to submit for Contract recommendation using the following selection criteria:

- 1) The Respondent's articulation and demonstration of its ability to address the requirements of the Department's Contractual Service Agreement, including but not limited to all attachments, exhibits, appendices, etc., as negotiated by the Department and the Respondent;
- 2) The Respondent's use of technology, innovation, and other resources to provide the services sought under this ITN;
- 3) The favorability for the Department of the terms of the proposed Contract with the Respondent;
- 4) The Respondent's experience in addressing services similar to the type sought under this ITN;
- 5) The experience and skill of the Respondent's proposed staff relative to the proposed solution and the needs of the Department;
- 6) The Respondent's availability of in-person and online testing services; and
- 7) The Respondent's proposed pricing, overall costs to the Department and examinees, and the value of the services offered by the Respondent.

The Department will make a final determination as to which Respondent constitutes the best overall value to the State, based upon the requirements set forth in this ITN.

## SECTION 6.0 SPECIAL CONDITIONS

### 6.1 Contract Terms and Conditions

A draft Contract is provided as **Attachment I, Contractual Services Agreement-Draft**. By submission of a Reply, Respondents agree to the State of Florida, Department of Agriculture and Consumer Services' contract conditions set forth therein. In the case of conflict between the PUR1000 General Contract Conditions and the Florida Department of Agriculture and Consumer Services Contractual Service Agreement, the Florida Department of Agriculture and Consumer Services Contractual Service Agreement shall prevail.

This draft Contract does not need to be returned with your Reply. Respondents must not submit additions, objections, or modifications to this draft Contract with their Reply submission. This ITN, the successful Respondent's Reply and Respondent's BAFO received (if applicable) and addendums will be incorporated into the Contract.

### 6.2 Contract Term

The Contract resulting from this solicitation is expected to begin upon execution and remain in effect for a period of three (3) years. The selected Contractor will be expected to assume the responsibilities outlined herein upon Contract execution.

The Department reserves the right, at its sole discretion, to renew the Contract(s) resulting from this solicitation of up to three (3) years. Renewal of the Contract(s) shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent on satisfactory performance by the Contractor and availability of funds.

### 6.3 Modification after Contract Execution

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the Specifications) provided such changes are within the general scope of this solicitation.

The Respondent may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department's contract manager or designee and a written contract amendment.

### 6.4 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by Agencies to registered Vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit.

The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida.

**6.5 Independent Capacity of Contractor**

The Contractor, its officers, agents, and employees, in performance of the resulting Contract, shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the state.

**6.6 Less Than Two Responsive Replies**

If the Department receives less than two (2) Responsive Replies, the Department reserves the right to negotiate the best terms and conditions with the single Responsive Respondent pursuant to Section 287.057(6), F.S.

**6.7 Reply Rules for Withdrawal**

A submitted Reply may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the Respondent and must be received within 72 hours after the submission date indicated in the Timeline. Any submitted replies shall remain valid for 90 calendar days from the submission date.

**6.8 Disqualification of Reply**

More than one (1) Reply from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a Respondent is interested in more than one Reply for the same work will cause the rejection of all Replies in which such Respondents are believed to be interested.

If there is reason to believe that collusion exists among the Respondents, any or all Replies will be rejected. No participants in such collusion will be considered in future solicitations for the same work. Falsifications of any entry made on the Respondents' offer will be deemed a material irregularity and will be grounds for rejection.

**6.9 Rejection of Replies**

The Department reserves the right to reject any and all Replies, when such rejection is in the interest of the State of Florida, and to reject the Reply of a Respondent who the Department determines is not in a position to perform the contract.

**6.10 Protest Procedures**

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at:

The Holland Building  
600 South Calhoun Street  
Tallahassee, Florida 32399

Filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next Business Day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.



## APPENDIX I

### Statement of Work

#### I. EXAMINATIONS

The Department is seeking a Contractor to deploy all pest control, agricultural pesticide, and mosquito control exams on a highly qualified computer-based testing system that meets all functional, technical, and security requirements required by the Department. The Department will provide a voucher number to each exam applicant. The Contractor must validate each voucher number with the Department prior to scheduling the examinee to test.

##### A. PEST CONTROL EXAMINATIONS

An applicant for a pest control license under Chapter 482, F.S., may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Certified Pest Control Operator Lawn and Ornamental	4	200
Certified Pest Control Operator General Household and Rodent Control	4	200
Certified Pest Control Operator Fumigation	4	200
Certified Pest Control Operator Termite and Other Wood Destroying Organisms	4	200
Limited Commercial Landscape Maintenance	2	80
Limited Commercial Wildlife Management	2	30
Limited Gov't/Private Lawn and Ornamental Pest Control	2	80
Limited Gov't/Private Structural Pest Control	2	80
Special Fumigation Identification Cardholder	3	100

The passing score for all exam types listed above is 75%.

##### B. AGRICULTURAL PESTICIDE LICENSING EXAMINATIONS

An applicant for a pest control license under Chapter 487, F.S. may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Core	2	50
Aerial	2	50
Agricultural Animal	2	50
Agricultural Row Crop	2	50
Agricultural Tree Crop	2	50
Organotin Antifouling Paint	2	50
Aquatic	2	50
Chlorine Gas Infusion	2	45
Demonstration & Research	2	20
Forest Pest Control	2	50
Natural Areas Weed Management	2	50
Ornamental & Turf	2	50
Private Applicator Agriculture	2	50

Examination	Duration (In hours)	Required # of Questions
Raw Agricultural Commodity Fumigation	2	50
Regulatory Pest Control	2	50
Regulatory Inspection & Sampling	2	35
Right-of-Way	2	50
Seed Treatment	2	25
Sewer Root Control	2	60
Soil & Greenhouse Fumigation	2	50
Wood Treatment	2	50

The passing score for all exam types listed above is 70%.

### C. MOSQUITO CONTROL EXAMINATIONS

An applicant for a mosquito control license under Ch. 388 F.S. may take an exam for one or more of the following certification types (**all multiple-choice exams**):

Examination	Duration (In hours)	Required # of Questions
Core	2	50
Public Health Pest Control	2	50
Public Health Director exam	4	40

The passing score for all exam types listed above is 70%.

## II. EXAMINATION PROCESS (maximum points 100)

### A. EXAM REGISTRATION AND ELIGIBILITY – (15 points)

The Department is seeking a Contractor that will:

1. Electronically validate examinees' vouchers prior to examination. Vouchers are issued by the Department and will have to be validated against our system.
2. Provide a mechanism for users to schedule (sign up for) an exam utilizing the approved voucher.
3. Authenticate examinees' identities utilizing government issued photo identification.
4. Develop a portal for convenience fee payment submission for all examinees utilizing the examination service for both remote testing and in-person exam center testing.
5. Set forth technical compatibility requirements for examinees' computer equipment prior to the examinee utilizing the remote testing system.
6. Offer a computer-based system that is compatible with the Department's IT infrastructure and licensing database to allow for the verification of vouchers and transfer of exam results to the Department.
7. Allow the capability to play a video preceding an exam as a built-in requirement.

### B. EXAM ADMINISTRATION – (45 points)

The Department is seeking a Contractor that will:

1. Randomly select and order the exam questions, pulling a certain number of questions from each competency area, in order to generate a unique electronic exam for each examinee.
2. Have the ability to generate and administer a paper exam at an exam center. If a paper exam needs to be proctored, have a system that has the functionality to generate a unique electronic exam that may be printed, along with a corresponding key. The exam would still need to be randomized and generated following the competency area guidelines.
3. Administer the exams in-person via a computer provided by the Contractor at multiple exam testing centers in Florida. For in-person testing, neither the Department nor the examinee will be responsible for providing the computer required for test administration.
4. Administer the exams remotely 365 days per year, 24 hours per day, 7 days per week “365/24/7” online (remote) via an Artificial Intelligence program or assisted by Artificial Intelligence and the ability to ensure security of the testing environment (i.e., requiring the user to conduct a room scan).
5. Have the ability to offer essay-style electronic exams.
6. For online (remote) testing, use an exam monitoring/proctoring approach, augmented by AI or other monitoring program, to identify potential exam violations, flag examinees in violation of the exam session rules, and flag any other exam requiring further review. The Contractor and the Department will work together to develop exam rules and what actions are considered a violation or should be flagged for review to determine whether an examinee is in violation of the exam rules. (Example: utilizing outside materials, the presence of another person in the room with the examinee, wearing a headset, etc.)
7. Notify the Department of any flagged exams, utilizing in-person testing or remote artificial intelligence (AI) which require further review from the Department for determination on whether the exam behavior is allowable and deem the exam “pass” or “proctor-fail.” Notification should be within one (1) Business Day of occurrence.
8. Allow the Department and authorized personnel as designated by the Department, to proctor an exam in the Contractor’s secure electronic environment at a discounted rate.
9. Provide 365 days /24 hours technical support to examinees utilizing remote testing.
10. Provide technical support to the Department as needed during normal operating hours as well as after-hours support for emergency maintenance.
11. Be able to handle the volume of proctoring approximately 10,000 exams annually.
12. Provide in-person proctored pesticide exams on each business day during established business hours at a minimum of 15 exam center locations within Florida.
13. Deliver all needs listed above and achieve full implementation by January 1, 2025.

**C. EXAM RESULTS – (15 points)**

The Department is seeking a Contractor that will:

1. Score exams and provide results to the exam taker electronically upon completion of the exam and email results to examinees as “unofficial exam results”.
2. Deliver exam results to the Department daily in a preferred method of Representational State Transfer (REST) API, FTP, or another application or method capable of transferring files and approved for use by the Department.

**D. EXAM RESULTS AND MATERIAL STORAGE – (10 points)**

The Department is seeking a Contractor that will:

1. Setup, house, and maintain all exam banks provided from the Department in a secure environment. An exam bank should consist of a collection of questions that allow the exam to be generated from a variety of questions on the subject matter.
2. Store and maintain a collection of 33 distinct exams, each containing a maximum of 200 questions which should be pulled from an exam bank.
3. The Contractor's computer-based system must store and retain any exam data for a minimum of five years after completion of the examination.
4. Make data, reports, videos, etc., concerning exam takers and exam results available to the Department by granting administrative roles for access to the Contractor's data system, to designated Department employees.
5. Allow the Department to make real-time edits, without limit, to exam banks.
6. Allow the Department to run analytics of testing data.

**E. EXAMINATION PROCTORING CONVENIENCE FEE**

The Department will be responsible for approving exam and license applications. The Department will be responsible for collecting any respective examination application fees and license application fees. Examination and licensing fees are set by statute. The Contractor will be responsible for collecting the convenience fee for proctoring the exam. The convenience fee to be collected from the examinee for exam proctoring is set forth in section IV. Compensation, below. This fee will be the Contractor's sole compensation for examinee administration of the exam.

**F. ONGOING SUPPORT – (10 points)**

1. The Contractor shall remove questions or add new questions as needed at the request of the Department.
2. The Contractor shall provide a point of contact to assist Department users.
3. The Contractor shall provide customer support to exam takers.

**G. DOCUMENTATION – (5 points)**

The Contractor will provide a report to the Department which includes at a minimum: the examinee names, name of the exam taken, exam scores, unique customer ID, and date of exam. This report will be uploaded to the Department via secure channel.

**III. TESTING CENTERS**

The Contractor shall have an established network of in-person test site locations to administer proctored examinations to meet the requirements of the Department statewide. The Contractor shall provide a minimum of 15 test sites in locations throughout the state. The Contractor must provide a large network of in-person exam centers throughout the state of Florida (e.g., community colleges, libraries), preferably in a manner that limits travel for examinees in all areas of the state.

To be eligible to administer examinations, the test site location(s) must be exclusively dedicated to the administration of academic and/or professional certification or licensure examinations. The Contractor must accommodate examinees eligible under the Americans with Disabilities Act (ADA).

Exam sites that offer private testing areas and other accommodations must ensure such accommodations do not compromise the integrity of examinations.

The Contractor's test centers providing examinations for the Department shall adhere to the requirements of this Statement of Work. The Contractor shall be solely responsible for overseeing such compliance and executing any required agreements with its test site locations.

The Department has the authority to accept or decline any of the Contractor's test site locations. If the Department does not accept a proposed test site location within the Contractor's established network, the Department and the Contractor may agree to an alternative location. The Department reserves the right to inspect and verify the Contractor's test site location(s) are acceptable and adhere to the requirements of this Statement of Work.

#### **IV. COMPENSATION**

The Contractor shall be compensated as follows:

The Department shall pay the following amount(s) for development and implementation: [to be determined]. This shall be the Contractor's sole compensation from the Department.

The Contractor shall collect the following convenience fee from each examinee: [to be determined]. This shall be the Contractor's sole compensation from examinees.

#### **V. OWNERSHIP OF DOCUMENTS, DATA, & OTHER ITEMS**

All exam questions and answers and exams provided by the Department or generated by the Vendor shall be the intellectual property of the Department.

Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Contract shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed or contracted under the resulting Contract shall have any proprietary interest in whatever is produced by or developed in connection with the Contract.

All Department documents, intellectual property, test questions, test answers, and anything provided to Contractor shall remain the property of the Department. The Department shall have exclusive ownership of any program materials relating to the Department's testing program prepared for, produced by, or developed in connection with the Contract by the Contractor, unless otherwise agreed to, in writing, by both parties. Program materials include, but are not limited to, any test questions, test answers, test bank information, test forms, test security protocols and procedures, any software or systems newly developed by the Contractor as a result of the Contract, and anything else produced by the Contractor relating to the Department's testing program.

The Contractor shall hold confidential all the information related to tests, testing, test materials, test security procedures, examinee verification procedures, and anything else relating to the Department's testing program and shall not disclose this information except as required by law.

The Department shall have exclusive ownership of any data entered into the system used as a result of this ITN, and any information derived from such data. Such data may include, but is not limited to, exam items, examinee information, exam results, and statistics. The Contractor will be expressly prohibited from using, modifying, or disclosing any of the Department's data, including derived data, unless further defined in the resulting Contract.

## APPENDIX II

### System Requirements and Security

1. **System Security Plan:** The Contractor shall ensure that the SaaS solution meets cybersecurity best practices and adheres to the Department's information security standards and guidelines. The contractor must provide a System Security Plan that details its security governance program and internal controls auditing practices. The System Security Plan must be documented and approved by the Department and the Information Security Manager (ISM) before launching the application into production. **The Vendor solution must include the following minimum system requirements:**
  - a. Contain a highly available configuration.
  - b. Integrate with Azure AD/Entra ID for SSO authentication of FDACS' employees.
  - c. Monitored, and outage notifications should be forwarded to specified FDACS team members notifying them of outages or service degradation.
  - d. Incident and issue escalation plans must be documented and made available.
  - e. A process for reporting technical issues with the solution for problems and made available to the Department.
2. **Data Recovery:** The Contractor shall provide disaster recovery and continuity of operations plans that define RTOs/RPOs and outlines a cloud-based recovery solution for redundancy, availability, restoration, and failover/failback procedures. Data Recovery documentation shall include an annual testing plan.

The Contractor shall describe their data management, security, backup, and recovery practices to ensure that services delivered to the Department and its constituents are secure, reliable, and accurate. The Contractor's data recovery and security practices must ensure the confidentiality, integrity, and availability of the department's data.
3. **Maintenance Planning:** The Contractor shall describe their Change Management practices including **scheduled** and unscheduled maintenance planning. This information must be documented and approved by the business unit and the Information Security Manager before launching the application into production.
4. **Vulnerability Management:** The Contractor must describe its vulnerability management program to ensure the confidentiality, integrity, and availability of services provided to the department.
5. **Data Security Classification, Confidentiality, and Security:** The Contractor shall ensure compliance with all state and federal laws and industry information security best practices. Data collected and residing in the solution shall be encrypted in transit and at rest. By Florida Administrative Code 60GG and FIPS Publication 199, the data collected and residing in the solution shall be categorized based on the impact that a loss of confidentiality, integrity, or availability of such information or information system would have on the Department's operations, organizational assets, or individuals.
  - a. **Confidentiality of Information:** The Contractor agrees that it will not use or disclose any confidential information, including social security numbers, that may be supplied under this Contract under law, for any purpose not in conformity with state and federal laws. The



contractor agrees that if Personally Identifiable Information (PII) or other sensitive information is involved, they will document that the data will be protected and who is allowed access to it. If Criminal Justice Information System (CJIS) data is involved, the Contractor must agree to only store this data in the Microsoft Azure Government Cloud.

- b. Safeguarding of Information:** In the event of a breach of security concerning confidential personal information involved with the Contract, the Contractor shall comply with Section 501.171, Florida Statutes (F.S.). When notification to affected persons is required under this section of the applicable statute, the Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under the Contract or is not subject to further unauthorized use. The Contractor and its employees agree to not use or disclose any information concerning services provided under this Contract. The Contractor and its personnel are responsible for maintaining the confidentiality of credentials and the Department's data and resources. The Contractor and its personnel are responsible for all activities under their assigned account /credentials. The Contractor and its personnel must complete a Florida Department of Agriculture and Consumer Services Non-Disclosure Agreement within three business days of contract execution.
- c. Information Technology Security and Cloud Computing:** The Contractor shall comply with applicable laws, rules, and regulations. The Contractor shall comply with the provisions outlined in the following Florida Statute and Rules:
- i. Section 282.318, F.S. – Information Technology Security Act
  - ii. Chapter 60GG-2, Florida Administrative Code (F.A.C.) – Florida Cybersecurity Standards
  - iii. Chapter 60GG-4, F.A.C. – Cloud Computing

- 6. Exit Strategy Considerations:** Before the cessation of services due to cancellation, termination, or expiration of the contract, the Contractor shall transfer all applicable records, data, and related contract information to the Department at no cost. The Department will send a notice requesting submission of the records/data/information, etc., to the Contractor at least 90 Days before the contract end date. The Contractor shall deliver all documents, records, reports, lists, data, and any other information about the contract requested by the Department, to the Department and the successor contractor, if required, in a format specified by the Department within 30 Days of receipt of notice. Also, all applicable records licenses shall be transferred/provided at no additional cost, including transfer fees, within 30 Days of the Department's written request.

If the contract period ends due to mutual cancellation, the date for submission of all records, etc., shall be established in the mutual cancellation agreement (letter) signed by both Parties. The Department reserves the right to commence services provided by a successor contractor at least one (1) year before the expiration, termination, or cancellation of the contract without amending the contract.

To the extent possible, the Department will endeavor to commence services with a successor contractor in a manner that is the least disruptive to the Contractor and that does not result in costs to the Contractor. Should this commencement of services result in disruption that causes the Contractor unanticipated or unavoidable costs, the Department shall have the sole discretion to determine:

- a. whether such costs were unanticipated and unavoidable, and therefore not already included in the Contract pricing, and
- b. were reasonably undertaken for the commencement of services by the successor-contractor.

If the Department finds that both conditions are present, the Department may pay the costs. The Contractor agrees to negotiate these costs based upon pricing established in the contract or pricing established in any then-current State Term Contract regarding similar service delivery, whichever is lower.

**7. Representations and Warranties:** The Contractor agrees to the following representations and warranties, which shall become specific contract terms and conditions:

- a. **Repair of Damaged Data Warranty** - The Contractor represents that, should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency cause incorrect data to be introduced into any Department's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Department's Contract Manager, all production, test, acceptance and training files or databases at no additional cost to the Department.
- b. **Quality Assurance Warranty** - The Contractor represents that it will at all times use a formal software development process when the services or deliverables involve software modification or development.

**8. Service Provider Audit Report:** The Contractor agrees to provide the department's Information Security **Office** with an annual attestation of the service organization's audited internal information security controls associated with the services provided to the department.

- a. The service provider may engage third parties to conduct their audit, and the service provider will provide the results to the department. Common audits of this type are the Service Organization Control (SOC) 1 and 2 audits, certifications to the ISO 27001 standard, and assurance engagements under the International Standard on the Assurance Engagements (ISAE) 3000 standards.
- b. The service provider must perform an annual information inventory identifying the key data, applications, and systems maintained to provide the department service so that appropriate controls are designed and implemented to protect those critical areas from unauthorized access or manipulation. Both physical and logical security measures should be considered.
- c. The attestation reporting must proactively address risks and demonstrate that the appropriate controls are in place for information technology to protect the confidentiality, integrity, and availability of the department's sensitive data and information resources.

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## ATTACHMENT A ACKNOWLEDGEMENT FORM

	<b>FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES INVITATION TO NEGOTIATE</b>
Agency Release Date: Thursday, June 13, 2024	<b>SUBMIT REPLY TO:</b> Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800
<b>FDACS ITN Number:</b> <b>ITN AES 23 24 120</b>	<b>Solicitation Title:</b> Division of Agricultural Environmental Services Examination Administration System and Examination Proctoring Services
Reply Due: Tuesday, July 23, 2024, by 5:00 PM	
Reply Opening Date and Time: Wednesday, July 24, 2024, at 10:00 AM	
<b>**Vendor Name:</b>	
**If a fictitious name is used, include registered name (i.e., XYZ, Inc. DBA ABC)	
<b>Vendor Mailing Address:</b>	<b>*Authorized Signature (Manual)</b>
<b>City, State, Zip:</b>	
Phone Number:	*Typed Name and Title of Authorized Agent
Toll Free Number:	*This individual must have the authority to legally bind the vendor to a contractual obligation. By submission of a signature on the response, the vendor certifies that they comply with all terms and conditions contained herein.
Fax Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
<b>VENDOR CONTACTS:</b> Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.	
<b>PRIMARY CONTACT:</b>	<b>SECONDARY CONTACT:</b>
Contact Name, Title:	Contact Name, Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:



WILTON SIMPSON  
COMMISSIONER

## ATTACHMENT B

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### DRUG-FREE WORKPLACE PROGRAM - VENDOR CERTIFICATION

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 Reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Reply a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

VENDOR'S SIGNATURE

FDACS-01218 09/12



## ATTACHMENT C

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### CONFLICT OF INTEREST STATEMENT

**WILTON SIMPSON**  
**COMMISSIONER**

I, \_\_\_\_\_ as an authorized representative of \_\_\_\_\_,  
certify that no member of this firm, nor any person having interest in this firm, have been awarded a contract by  
the Florida Department of Agriculture and Consumer Services on a non-competitive basis to:

- (1) Develop this Invitation to Negotiate (ITN);
- (2) Perform a feasibility study concerning the scope of work contained in this ITN;
- (3) Develop a program similar to what is contained in this ITN.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
ITN AES 23 24 120

\_\_\_\_\_  
Solicitation Number

**ATTACHMENT D**

Florida Department of Agriculture and Consumer Services  
Division of Administration

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

WILTON SIMPSON  
COMMISSIONER

**Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel**

I, \_\_\_\_\_ (Enter Name of Authorized Representative), as the authorized representative of \_\_\_\_\_ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed and complies with Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on the Scrutinized Companies that Boycott Israel list and
2. Does not participate or engage in a boycott of Israel.

The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/reporting/>.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:

**Certification Regarding Scrutinized Companies with Activities in Sudan and Iran Terrorism List**

I, \_\_\_\_\_ (Enter Name of Authorized Representative), as the authorized representative of \_\_\_\_\_ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed and complies with Section 287.135, Florida Statutes, and certify the company:

1. Is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List.

The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at <https://www.sbafla.com/reporting/>.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.

Signature of Authorized Representative:

Date:





WILTON SIMPSON  
COMMISSIONER

**ATTACHMENT E**  
Florida Department of Agriculture and Consumer Services  
Division of Administration

**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS  
OR EXPENDITURE OF FEDERAL FUNDS LOBBYING**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) 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 the 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.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (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 application 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 offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 01/21

## ATTACHMENT F



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### REFERENCES

WILTON SIMPSON  
COMMISSIONER

As per the requirements of Reply special specifications, References, each vendor is required to submit the names, addresses, telephone numbers and emails for the required three (3) references. References shall be listed below.

In order for your Reply to be considered responsive this form must be completed and included in your Reply package.

1. CLIENT NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE NUMBER: ( ) \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
2. CLIENT NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE NUMBER: ( ) \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
3. CLIENT NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE NUMBER: ( ) \_\_\_\_\_  
EMAIL: \_\_\_\_\_



## ATTACHMENT G

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

WILTON SIMPSON  
COMMISSIONER

### LIST OF SUBCONTRACTORS

Please list any subcontractor(s), their contact information, and provide a copy of their subcontractor's license, associated with any work to be performed related to the scope of work. Attach more pages as required.

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

TYPE OF WORK BEING PERFORMED: \_\_\_\_\_

SUBCONTRACTORS LICENSE NO.: \_\_\_\_\_ COPY ATTACHED: Y    N

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

TYPE OF WORK BEING PERFORMED: \_\_\_\_\_

SUBCONTRACTORS LICENSE NO.: \_\_\_\_\_ COPY ATTACHED: Y    N

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

TYPE OF WORK BEING PERFORMED: \_\_\_\_\_

SUBCONTRACTORS LICENSE NO.: \_\_\_\_\_ COPY ATTACHED: Y    N



WILTON SIMPSON  
COMMISSIONER

## ATTACHMENT H

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### EVALUATOR SCORE SHEET

#### INSTRUCTIONS

Evaluators must score each Respondent being evaluated on a separate score sheet.

Criteria have been developed for each scored Reply section and are presented on the score sheet. Except where otherwise indicated on the score sheet, a score should be assigned to each criterion as follows:

Assessment	Maximum Points						
	5	10	15	20	30	45	50
Excellent	5	9-10	13-15	21-25	25-30	37-45	41-50
Good	4	7-8	10-12	16-20	19-24	28-36	31-40
Adequate	3	5-6	7-9	11-15	13-18	19-27	21-30
Poor	2	3-4	4-6	6-10	7-12	10-18	11-20
Unacceptable	0-1	0-2	0-3	0-5	0-6	0-9	0-10

Scoring should reflect the evaluator's independent evaluation of the Respondent's overall response based on each criterion and should take into account the Respondent's ability to meet each function, characteristic, performance level, or specification described in the solicitation.

A Respondent who exceeds the function, characteristic, performance level, or specification described in the solicitation should receive a higher score than a Respondent who merely meets the function, characteristic, performance level, or specification.

**Once the evaluator has completed a score sheet for each Reply, the evaluator must submit the completed score sheets to the Procurement Officer.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Respondent Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

EVALUATOR SCORE SHEET			
Section	Criteria for Evaluation	Maximum Points	Points Received
Tab A: Technical Reply (200 points)			
<b>Section 2 (Organizational Ability)</b>	How do you rate the Respondent's ability to carry out the proposed services based on this information provided in this section?	<b>30</b>	
<b>Section 3 (Response to Statement of Work, Section II., Examination Process)</b>			
<b>II.A. Exam Registration and Eligibility</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>15</b>	
<b>II.B. Exam Administration</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>45</b>	
<b>II.C. Exam Results</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>15</b>	
<b>II.D. Exam Results and Material Storage</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>10</b>	

EVALUATOR SCORE SHEET			
Section	Criteria for Evaluation	Maximum Points	Points Received
<b>II.F. Ongoing Support</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>10</b>	
<b>II.G. Documentation</b>	How do you rate the quality of the Respondent's Reply in terms of addressing the draft requirements in this section of the Statement of Work?	<b>5</b>	
<b>Section 4 (Quality Control)</b>	How do you rate the Respondent's quality control plan, considering its ability to provide quality services and products, ensure timely delivery of work, and manage overloads and potential scheduling delays?	<b>20</b>	
<b>Section 5 (Testing Center Locations)</b>	How do you rate the Respondent's Reply based on the number of active testing center locations provided?	<b>50</b>	
		<u>Rated using the following scale:</u>  Below 15: 0 points  15-25 sites: 10 points  26-50 sites: 20 points  51-75 sites: 30 points  76-100 sites: 40 points  101 or more sites: 50 points	

EVALUATOR SCORE SHEET			
Section	Criteria for Evaluation	Maximum Points	Points Received
Tabs B (50 points) & D (50 points)			
Tab B (Relevant Experience)	How do you rate the Respondent's demonstrated prior relevant experience for projects of a similar size and scope in the last five (5) years?	50	
Tab D (Initial Implementation and Transition Plan)	How do you rate the Respondent's ability to transition services in a timely and complete manner?	50	
TOTAL POINTS AWARDED FOR TABS A, B, & D (300 points possible)			



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**CONTRACTUAL SERVICES AGREEMENT**

This AGREEMENT made and entered into by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and \_\_\_\_\_, the CONTRACTOR.

**ARTICLE 1: TERM**

- 1.1 Contract Period. This Agreement shall become effective \_\_\_\_\_ and shall end on \_\_\_\_\_. Department shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its ending date.
- 1.2 Extension and Renewal.
- 1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.
- 1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal costs may not be charged by the Contractor. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes (F.S.), may not be renewed.
- 1.2.3 An Amendment, Extension, or Renewal shall be in writing signed by both Parties.

**ARTICLE 2: SERVICES**

- 2.1 Scope of Work. The Contractor agrees to provide the following commodities and/or services:  
(Detailed scope or summarize as defined in Exhibit A.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: \_\_\_\_\_.



- 2.3 Deliverables. The Contractor must provide the quantifiable, measurable, and verifiable units of deliverables, as described in Exhibit A, which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.
- 2.4 Financial Consequences. Failure to meet the deliverables of this Agreement shall result in a financial consequence as described in Exhibit A. The Contractor shall perform all deliverables within the time frame established in this Agreement. The Department shall reduce payment as described in Exhibit A.
- 2.5 Department Services. The Department agrees to provide the following services as described in Exhibit A.

### ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The Department will pay the Contractor as follows:

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- 3.1.1 The Department may make partial payments to the Contractor upon partial delivery of services when a request for such partial payment is made by the Contractor and approved by the Department.
- 3.2 Travel Expenses. Separate reimbursement for travel is not contemplated under this Agreement; however, if prior authorization is received from the Department in writing, invoices for any travel expenses must be submitted in accordance with Section 112.061, F.S.
- 3.3 Invoices. Bills for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.
- 3.3.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless Reply specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
- 3.3.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted by the Department. Invoices determined to be incomplete will be returned to the Contractor within five (5) working days of submission to the Department.
- 3.3.3 Invoices returned by the Department to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

- 3.4 Transaction Fee. The Contractor shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(24), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the Department and Contractor shall participate in mandatory binding arbitration.
- 3.5.1 Pursuant to Section 215.422(5), F.S. the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.
- 3.6 Contingency. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services). The Department shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on the Department or the State. The Department agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

#### ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," the Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Contractor to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Contractor pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.
- 4.5 The Contractor shall fully indemnify, defend, and hold harmless the Department 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, the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or Department's operation or use of the Contractor's product in a manner not contemplated by the Agreement.

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 at its sole expense shall procure for the Department 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 for the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

- 4.6 The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department 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 the Contractor's sole expense, and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

## **ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 5.1 The Contractor acknowledges and agrees that any articles that are the subject of, or required to carry out this Agreement, in accordance with Section 287.042, F.S., shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 The Contractor acknowledges and agrees that any articles which are the subject of, or required to carry out this Agreement, in accordance with Section 287.095(3), F.S., shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for the 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 Department insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 The Contractor acknowledges and agrees that, pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 5.4 The Contractor acknowledges and agrees that, pursuant to Section 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 5.5 The Contractor acknowledges and agrees that, pursuant to Section 287.137(2)(a), F.S., a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.6 The Contractor avers that it is registered in the E-Verify system and shall comply with the applicable E-Verify requirements of Section 448.095(2), F.S., during the term of this Agreement, including receiving and maintaining required affidavits from subcontractors, and any such violation shall be grounds for immediate, unilateral termination of this Agreement. The Contractor acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 5.7 The Contractor shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.8 The Contractor shall comply with Section 20.055, F.S.
- 5.9 The Contractor represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List. The Contractor further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the Contractor to civil penalties, attorney's fees, and other penalties and consequences provided for by law including termination of this Agreement.
- 5.10 If this Agreement involves federal funds, the Contractor represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Contractor knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement. Subcontractors shall be verified by the Contractor through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

## ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that the Contractor meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. The Contractor must:
- 6.1.1 Keep and maintain public records required by the Department to perform the service.
  - 6.1.2 Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.
  - 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Contractor does not transfer the records to the Department.
  - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion or termination of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- 6.2 The Department shall have the right of unilateral cancellation 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), F.S.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, F.S.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**OFFICE OF GENERAL COUNSEL  
407 SOUTH CALHOUN STREET, SUITE 520  
TALLAHASSEE, FL 32399  
PHONE: (850) 245-1000  
EMAIL: [PRCUSTODIAN@FDACS.GOV](mailto:PRCUSTODIAN@FDACS.GOV)**

## ARTICLE 7: TERMINATION

- 7.1 For Convenience. The Department may terminate this Agreement in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the Contractor, specifying the effective date of termination.
- 7.2 For Cause. The Department may terminate this Agreement for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Section 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 7.2.1 For cause termination shall be defined as default, breach, or failure of the Contractor to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Contractor the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the Contractor; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.
- 7.3. Obligations of parties upon termination.
- 7.3.1. The Department shall pay and/or reimburse the Contractor for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the Department. Upon the effective date of termination, the Department shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.
- 7.3.2. The Contractor shall:
- 7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this Agreement, except that which may be needed to wind-down the contract or may be directed by the Department during the notice period.
- 7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.
- 7.3.2.3. Take actions necessary, or that the Department may direct, for the protection and preservation of the work produced under this Agreement.

7.3.2.4. Return and deliver to the Department its property and/or inventoried items in the possession of the Contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default or breach of this Agreement by the Contractor.

## ARTICLE 8: GENERAL PROVISIONS

8.1 Independent Contractor. The Contractor, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the Department.

8.1.1 The Contractor shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

8.2 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 Department, and its 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 the Contractor, its agent, 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 Department.

8.2.1 The Contractor's obligations under this paragraph with respect to any legal action are contingent upon the Department 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 the Contractor's sole expense, and (3) assistance in defending the action at the Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 8.3 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Contractor, its agents, servants, and employees, nor shall the Contractor disclaim its own negligence to the Department or any third party.
- 8.3.1 The Contractor shall maintain, during the period of this Agreement, liability insurance for the services to be rendered in accordance with industry standards as appropriate and in compliance with Florida law.
- 8.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.
- 8.5 Entire Agreement. The Agreement, including any attachments or exhibits thereto, embodies the entire Agreement of the parties. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
- 8.6 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, Florida.
- 8.7 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this Agreement.
- 8.8 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
- 8.9 Compliance. The Contractor shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes, and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.
- 8.10 No Subcontracting. The Contractor agrees that all services to be performed hereunder shall be performed solely by the Contractor and may not be subcontracted for or assigned without the prior written consent of Department, which may be withheld by Department for any reason or granted subject to the Contractor's compliance with one or more of the following: (i) the Contractor purchasing, at its sole expense, a payment bond in a form and amount that Department determines to be adequate to protect suppliers of labor and material; (ii) Department withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the Contractor until the Contractor submits evidence satisfactory to Department that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the Contractor; and (iii) the Contractor disclosing information satisfactory to Department regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the Contractor. The Contractor shall comply with all laws regarding prompt payment to subcontractors, including Section 287.0585, F.S.



8.11 Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 8.2, and 8.9 hereof will survive the termination of this Agreement.

8.12 Administration of Agreement.

The contract manager for the Department is \_\_\_\_\_ and is located at \_\_\_\_\_.

The contract manager for the Contractor is \_\_\_\_\_ and is located at \_\_\_\_\_.

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

8.13 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 8.12.

8.14 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## ARTICLE 9: STATE FUNDING DISCLOSURE

9.1 Reporting Requirements. Pursuant to Section 216.1366.F.S., contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S. require the Contractor to provide documentation that indicates the amount of state funds: (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Contractor, and (2) allocated under each payment by the to be used for remuneration of any member of the board of directors or an officer of the Contractor. The documentation must indicate the amounts and receipts of remuneration.

9.2 The Contractor \_\_\_\_\_ (is or is not) \_\_\_\_\_ classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Contractor \_\_\_\_\_ (shall or is not required to) \_\_\_\_\_ complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](#) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in accordance with Section 3.3.

9.3 If the Contractor is subject to the reporting requirements of Section 216.1366, F.S., and maintains a website, the Contractor must post the information required by Section 216.1366(3), F.S., on its website.

9.4 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section 7.2.

**ARTICLE 10: EXECUTIVE COMPENSATION (If applicable)**

- 10.1 The RECIPIENT shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds \(FDACS-01317\)](#) within ten (10) business from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.12(14), F.S., are excluded from the executive compensation reporting.
- 10.2 In the event the Contractor receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the Contractor shall provide an annual report to the Department due on or before June 30<sup>th</sup>. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Contractor's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Contractor's IRS Form 990.
- 10.3 The Contractor understands and agrees that it must provide Department of written notice detail any change in executive compensation in the intervening period between annual reports.
- 10.4 The Contractor understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7 of this Agreement.
- 10.5 Absent written extension of the deadline to provide the annual report, failure by the Contractor to provide the annual report by the due date may result in termination of this Agreement in accordance with Article 7.

**ARTICLE 11: NO OFFSHORING**

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$1,000 per violation, with a total cap of \$15,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same offshore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one (1) business day in the event it discovers any Data is breached, any unauthorized access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear

and conspicuous and include a description of the following:

(a) the incident in general terms, (b) the type of personal information that was subject to the unauthorized access and acquisition, (c) the number of individuals who were, or potentially have been affected by the breach, and (d) the actions taken by the Contractor to protect the Data information from further unauthorized Access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department’s Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department’s Contract Manager and, in all events, within one (1) business day.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, or exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized.

FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

[INSERT NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Administration

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **Division of Agricultural Environmental Services Examination Administration System and Examination Proctoring Services Vendor Checklist**

For your convenience, we offer the following checklist of documentation that must be submitted by the response deadline listed in the ITN. Vendors that fail to provide all the required documentation requested within this checklist may lead to rejection of the Reply for non-responsiveness.

<b>Attachment and Description</b>	
Attachment A, Acknowledgement Form	
Attachment B, Certification of Drug-Free Workplace Program Form (Required, if applicable)	
Attachment C, Conflict of Interest Statement	
Attachment D, Certification Regarding Scrutinized Companies	
Attachment E, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	
Attachment F, Past Performance/ References	
Attachment G, List of Subcontractors	
Respondent's Reply (see Section 4.1)	