

Workforce Florida, Inc.

**Request for Proposals
for
'Biotechnology Curriculum Development'**

June 20, 2003

1.0 Purpose. The purpose of this Request for Proposals (RFP) is to obtain innovative proposals for research and development, plus the validation and assessment of biotechnology training curricula and the formulation of a delivery system that meets the needs of the Florida biotech industry and the employed workers or job seekers in the State of Florida. Proposals will be sought from groups or organizations in the biotechnology industry, including biotech businesses and business consortiums; economic development organizations; public or private colleges and universities; community colleges; school district vocational centers; Florida-licensed, private training providers; or economic development or biotechnology consultants. The specific focus of this initiative is on the medical devices manufacturing, pharmaceutical manufacturing and biomedical research specialties within the biomedical technology industry.

2.0 Background. The State's workforce strategy is centered around three major components:

First Jobs/First Wages which has as its goal to promote successful entry into the workforce through education and workplace experience that lead to self-sufficiency and career advancement.

Better Jobs/Better Wages which has as its goal to target families transitioning from welfare and incumbent workers with limited skills and earnings and helping these families and workers move toward self-sufficiency by employing retention and career advancement strategies.

High Skills/High Wages which has as its goal the development of high value jobs and the workforce to fill those jobs to retain, expand and attract quality job-creating businesses and thereby improve the overall economy.

This project is an initiative of the High Skills/High Wages Council. It meets the objectives and strategies outlined in the High Skills/High Wages section of WFI's Strategic Plan. The WFI Strategic Plan may be reviewed at WFI's web site at - www.workforceflorida.com

To support the Governor's goal of diversifying Florida's economy and to elevate Florida's ability to attract, retain and grow the biotechnology industry in the state, the High Skills/High Wages Council approved the selection of the biotechnology industry as its priority sector. The Council set aside \$1.4 million of the funding allocated to it by the Board of Directors of Workforce Florida, Inc. (WFI) to acquire industry-validated, biotechnology training curricula and associated training materials and internet web design for the delivery of this training throughout the state. It is contemplated that WFI will contract separately with a provider or providers for the delivery of training utilizing the curricula and web design it acquires as a result of this RFP.

A white paper produced by Workforce Florida provides additional information regarding the biotechnology industry in the state and can be accessed at the following address: http://www.workforceflorida.com/wages/wfi/bcs/biotech_handout_Board_Handouts_4-2-03.pdf

3.0 Qualifications for Respondents. It is the intent of WFI to contract with an organization that is involved in high-tech training, economic development or is active in the business of biotechnology in the State of Florida. To be eligible to respond to this RFP, therefore, a respondent organization must fall into one of the following groups:

- Public or private colleges and universities;
- Community colleges;
- School district vocational/technical centers;
- Licensed* private postsecondary vocational providers;
- Local and state chambers of commerce;
- Local and state economic development councils/organizations;
- Economic development and biomedical technology consultants;
- Biotechnology businesses or biotechnology business partnerships and consortiums (these biotech business partnerships/consortiums may be organized solely to respond to this RFP)

*Must be licensed by the Florida Commission on Independent Education

WFI, at its sole discretion, will determine if a respondent meets these qualifications or the intent of these qualifications.

4.0 Ownership and Exclusive Use. This RFP will result in a contract for the development of a set of curricula, training tools and internet web design. Upon the satisfactory delivery and acceptance of the products and payment for them, those products will be the exclusive property of Workforce Florida, Inc. and its agent, the Agency for Workforce Innovation. The contractor, its principals and staff, its successors, its subcontractors, or anyone or any organization that it employs, collaborates with or otherwise involves during the production and delivery of these products, has no right of ownership to these products and may not reproduce them, use them in any manner or distribute them to any other party without the expressed, written approval of the President of Workforce Florida, Inc.

5.0 Project Scope of Services. It is the intent of this solicitation to seek innovative proposals meeting the goals of the High Skills/High Wages Council in providing curricula development and internet web-based design training modules for entry level occupations in the biomedical technology industry with particular emphasis on medical devices manufacturing, pharmaceutical manufacturing and medical research. Proposals must address the following project scope of services to include 1) the types of training that will be developed; 2) the targeted groups of trainees for this training; and, 3) the actual deliverables that will be required under the resulting contract:

5.1 Types of Training. The types of training for which the curricula and delivery system, to include web-based training modules, will be developed shall be –

- Technical skills training required of an individual to be eligible for entry level, skills jobs in the specialty areas of medical devices manufacturing, pharmaceutical manufacturing and biomedical research within the biomedical technology industry. These skills sets would not address ‘soft-skills’ training such as employability skills nor would they address skills

necessary for non-technical, administrative support occupations (accounting, human resources, etc.).

- Regulatory training that addresses the ongoing needs of all levels of technical and management occupations within the specialty areas of medical devices manufacturing, pharmaceutical manufacturing and medical research to remain current regarding industry regulatory requirements/information.

5.2 **Targeted Trainees.** The training curricula to be developed will be directed primarily toward the following groups of individuals –

- Those individuals without an AS or undergraduate degree who might be candidates for employment in the cited entry level technical occupations upon receiving the technical skills training being developed through this initiative;
- Dislocated workers – those workers who may have been laid off due to downsizing and might be candidates for employment in the cited entry level technical occupations upon receiving the technical skills training being developed through this initiative;
- Incumbent workers – those workers, at any level, already employed in the biotechnology industry who need regulatory training to ensure that their skills and knowledge remain current;
- Other individuals who may have experience, technical training or degrees in other fields but are seeking a career change and might be candidates for employment in the cited entry level technical occupations upon receiving the technical skills training being developed through this initiative.

5.3 **Project Scope of Services.** It is the intent of this RFP to select a contractor to implement a systematic approach to identifying the training needs of the biomedical technology industry in the State of Florida and ultimately to meet those needs through the development of industry-validated curricula for entry-level occupations in medical devices manufacturing, pharmaceutical manufacturing and medical research and regulatory training for all levels of occupations within the cited specialties. It is further the intent of this RFP that such contractor will develop a training delivery system to include but not be limited to web-based training modules. Proposals should be developed and submitted within the following parameters:

5.3.1 **Industry Needs/Focus Groups.** The contractor will use its expertise, along with research into the current needs of the biomedical technology industry relating to the training needs and preferred training delivery systems for the entry-level occupations identified in this RFP. In addition, the contractor shall convene focus groups, including representatives from the biomedical technology industry and consultants and training experts, to develop, a) an industry needs assessment which identifies high-value, entry-level occupations that have a current or anticipated short supply of adequately trained workers; b) specific core competencies required for those occupations; c) the most suitable training delivery methods to meet the needs of industry and potential trainees; d) an assessment tool to measure the attainment of core competencies; and, e) recommendations for the most suitable training provider network for meeting the needs of industry and trainees throughout the state. These focus groups should meet at locations convenient to attendees. The contractor shall be

responsible for expenses incurred to accommodate the meeting of these focus groups.

These focus groups shall be made up of representatives from the state's biotechnology industry, such as BioFlorida, the Florida Medical Manufacturers' Consortium and the South Florida Bioscience Committee. The contractor shall exercise care to include all regions of the state when selecting representatives for the focus groups and shall take steps to ensure that large and small biotech business interests are included. The contractor shall also involve, as staff support for the focus groups, at least one representative from each of the following organizations – Castle Worldwide, Inc. or another nationally recognized licensing and certification organization identified by the respondent in its proposal, the labor market statistics unit within the Agency for Workforce Innovation, and the curriculum frameworks unit within the Florida Department of Education. A representative from WFI will also attend each focus group meeting. Other industry experts from within the state or around the country may be included as participants in these focus groups.

5.3.2 Course Outlines and Curricula Development. With information and recommendations gained from the focus groups, the contractor's expertise and research into industry needs and methods of training delivery, the contractor shall develop a set of industry-validated curricula and course outlines for entry level occupations in medical devices manufacturing, pharmaceutical manufacturing and medical research. The curricula shall be developed based on the following parameters as well as the contractor's proposal:

- The course outline/curricula must include specific learning objectives or 'competencies' that are to be achieved during training. These competencies may include, if appropriate, occupational completion points.
- The course outline/curricula must include an assessment tool (testing) that measures the attainment of competencies.
- The course outline/curricula must include the sequence and structure of the training modules.
- The course outline/curricula must include training delivery methods – classroom, lab work, web-based training, satellite-based (distance learning) or a combination; the curricula must be at least partially accessible via the internet.
- The course outline/curricula must include recommended training materials to be either produced by the contractor or the source identified by the contractor or a combination of the two. Training materials include visuals, videos, testing materials and camera-ready copy of text or lecture materials.
- The course outline/curricula must include – process technology, process management, quality assurance, regulatory compliance and hands-on experience in testing, manufacturing and lab practices.
- The course outline/curricula must include lesson plans.
- Successful attainment of the competencies established for each program or occupational completion point within the curricula should provide for an industry certification for participants, if appropriate.

5.3.3 Web-Based Instruction Design. The contractor shall develop and design internet web-based training modules that allow for online learning. These web-based training modules shall be designed to incorporate the recommendations of the focus groups, the contractor's expertise and other research as necessary to determine industry needs and preferences for web-based training modules. If during discussions of the focus groups or as a part of the contractor's research, any complete training module for an occupation can be totally web-based, those training modules and the occupations they train for are to be identified. These web-based training modules will become the property of WFI so, as a part of this deliverable, the contractor shall provide WFI all design program code, user interface and web pages.

6.0 Required Performances/Deliverables. The contractor that is selected as a result of this Request for Proposals titled, 'Biotechnology Curriculum Development', shall be required, at a minimum, to provide the following deliverables:

6.1 An implementation plan showing the schedules and locations of focus groups, invited attendees and their affiliations and agendas.

6.2 For each focus group meeting, the contractor shall provide, a) a list of invitees and their affiliations; b) a list of attendees and their affiliations; c) a copy of the minutes of each focus group meeting with the specific consensus recommendations made at the meeting.

6.3 A set of course outlines/curricula for each of the training modules that are linked to occupations identified in the focus groups. These course outlines/curricula must be industry validated and that means that the contractor shall implement a process of review and input from persons that have participated in one or more of the focus groups. The course outlines/curricula must anticipate an industry certification, if appropriate. Other industry-validated certification mechanisms that the contractor proposes in its response to this RFP may also be considered. The course outlines/curricula shall be produced within the parameters listed below along with recommendations from the focus groups, the contractor's expertise and other research –

a) Specific learning objectives;

b) Assessment (testing) tools for measuring skills attainment;

c) The sequence and structure of the training modules;

d) Training delivery methods – classroom, lab work, web-based training; the curricula must be at least partially accessible via the internet;

e) The training materials such as visuals, videos, testing materials and camera-ready text and lecture materials;

f) For the entry-level skills occupations training the curricula should include, as appropriate, the following skills - process technology, process management, quality assurance, regulatory compliance, and hands-on experience in testing, manufacturing and lab practices; and skills identified by the focus groups. If the focus groups determine that any or all of these (above) skills sets are not necessary, they should not be included in the curricula.

g) Lesson plans.

6.4 The contractor shall develop and design internet web-based training modules that allow for online training to the greatest extent possible. These web-based training modules shall be designed to incorporate the recommendations of the focus groups, the contractor's expertise and other research as necessary to determine industry needs and preferences for web-based training modules. The training modules will become the property of WFI and the Agency

for Workforce Innovation so, as a part of this deliverable, the contractor shall provide WFI all design program code, user interface and web pages.

- 6.5 The contractor shall conduct training to a 'beta test group' in each of the programs to validate the reliability of all the products that are provided – course outlines/curricula, assessment tools and web-based training modules. Results of these beta tests will be shared with the focus groups for further evaluation and input. If there is consensus among representatives of the focus groups that changes to the course outlines/curricula or training methodologies need to be made, the contractor shall incorporate those changes and conduct another beta test. Final results of the beta test group assessments will be provided to WFI.
- 6.6 The contractor shall provide a certification that the products that it develops have been industry-validated in a manner acceptable to WFI.
- 6.7 The contractor shall provide recommendations regarding the training provider network most suitable to the needs of the industry. This network should identify recommended public/private providers, industry providers based on information gathered at the focus group meetings and other research. The network recommendations should be constructed in such a way to maximize coverage in the state and to also consider the specific areas of the state where businesses in the biotechnology industry reside.
- 6.8 It is the intent of WFI that it will be able to update the products it acquires through this contract so that the course remain current to the greatest extent possible. Therefore, the contractor shall provide specific instructions to WFI on how all portions of the course outlines/curricula are to be maintained and kept current beyond the term of the contract. These instructions should provide sufficient detail to WFI to describe the source for updates, the methods for obtaining updates and any associated costs (based on current market prices).

7.0 Proposal Submittal Requirements. Respondents are advised to carefully read and follow these instructions for submitting proposals. For purposes of rating proposals, Workforce Florida, Inc. utilizes an administrative entity, the Agency for Workforce Innovation (AWI). AWI will rate proposals for WFI based on the requirements outlined in this RFP. It is critical that respondents follow the format listed below and that pertinent information be easy to find in the proposal. Fancy binders and superfluous information may detract from the ability of raters to locate relevant information and should, therefore, be avoided. Proposals shall be submitted as required below.

7.1 Respondents shall submit seven (7) copies of their proposal, one of which must contain the original signature of an official authorized to commit the respondent to the requirements of this RFP. The original signature shall appear on the "Proposal Transmittal Document" (Attachment I), which must be submitted with the proposal.

7.2 Proposals should not exceed twenty (20) pages, including all attachments, and shall be submitted in the order and with the headings listed below:

7.2.1 Section 1., Proposal Transmittal – In this section, respondents must include a completed and signed copy of the 'Proposal Transmittal Document', Attachment I. This document requires respondents to provide an overall project cost and requires the respondent to certify that it understands that all the products developed through the contract resulting from this RFP become the property of Workforce Florida, Inc. upon acceptance and payment.

The 'project cost' will receive 0 – 20 points. The low price and ties will receive 20 points. Prices from other respondents will be rated by utilizing the following formula:

Respondent's Points = $20 \times 1 - (A \div B)$; where,
A = Difference between the respondent's price and the low price
B = Low price

As an example, if the low price is \$1,000,000 and the respondent's price being rated is \$1,300,000, the formula would yield the following results:

Respondent's Points =
 $20 \times 1 - (\$300,000 \div \$1,000,000) = 20 \times 1 - (0.3) = 20 \times 0.7 = \underline{14 \text{ points}}$.

The low price, and ties, will receive 20 points. Utilizing this formula can result in a negative number if the price being rated is more than double the low price. However, there will be no negative points assigned; any such prices resulting in a negative number will be given a score of -0-. WFI may decide, at its discretion, not to award to any bidder achieving -0- price points.

- 7.2.2 Section 2., Statement of Understanding – In this section, respondents must provide a narrative of their understanding of the magnitude and complexity of the scope of this project. This statement of understanding will indicate to raters that the respondent has a clear, concise understanding of the project, the deliverables that are required and the level of performance that is necessary. This narrative needs to be thorough enough to indicate understanding of the intent of this project. **This section of the proposal will receive 0 – 5 points.**
- 7.2.3 Section 3., Respondent's Qualifications. In this section, the respondent will include information about its ability to perform as required under this project. If the respondent has participated in other projects of a similar nature, specifically those that may have dealt with curriculum development and web-based training design, those projects should be described in this section. The relevant knowledge, skills and abilities of the staff persons who would be assigned to the project, including the designation of a project manager, should be included. If the respondent anticipates using a subcontractor(s), the subcontractor's relevant experience and ability must be included. Respondents that may have developed curricula or training for biomedical technology occupations and have been involved in web-based training design will have an advantage. Respondents that may not possess that experience but are able to locate subcontractors with such experience and skills will likewise have an advantage.
This section of the proposal will receive 0 – 15 points.
- 7.2.4 Section 4, Proposed 'Biotechnology Curriculum Development' project – In this section, respondents must provide a detailed description of the project being offered. This section represents the major area for consideration and respondents are encouraged to provide whatever narrative and illustrative materials (graphs, tables, charts) necessary to describe its proposed project and demonstrate its

effectiveness. Tentative schedules for implementation should be included in this section. This section should include details regarding project scope of services (see 5.0) and must address the required performances/deliverables (see 6.0). This section must include –

1. (See Section 5.3.1) A description of the methodologies the respondent will utilize to research the project and to select participants for the focus groups. This section should also include detail information on how the respondent will conduct focus group meetings (proposed agendas) and tentative schedules and locations as well as an explanation as to why those proposed locations were selected. **This section of the proposal will receive 0 – 10 points.**

2. (See Section 5.3.2 & 6.3) A description of the methodologies the respondent will use to incorporate the recommendations of focus groups and other research to develop the course outlines/curricula. Respondents shall include in this section all pertinent information regarding how it intends to develop the course outlines/curricula. **This section of the proposal will receive 0 – 15 points.**

3. (See Sections 5.3.3 & 6.4) In this section, respondents shall describe their methodologies for designing the web-based training modules. All pertinent information regarding the web-based design services should be included in this section. **This section of the proposal will receive 0 – 10 points.**

4. (See Section 6.5) In this section, respondents shall describe their methodologies for testing the course outlines/curricula (beta test groups) and the process they will use to have the beta test results validated by members of the focus groups. **This section of the proposal will receive 0 – 10 points.**

5. (See Section 6.7) In this section, respondents must describe how the products (course outlines/curricula and web-based design for training modules) will be updated beyond the term of the contract. **This section of the proposal will receive 0 – 5 points.**

7.2.5 Section 5., Budget. This section must include the respondent’s proposed budget for the project being offered. The contract resulting from this RFP will be ‘performance-based’ which means that WFI will pay for the satisfactory delivery of specified products (see Section 6.0) rather than ‘reimbursing’ the contractor for accrued expenses. This proposed budget however gives raters a sense for how the respondent intends to devote its resources to the project and whether those resources are reasonable. **This section of the proposal will receive 0 – 5 points.**

7.2.6 Section 6., Leveraged Funds. It is WFI’s intent that, to the greatest extent possible, the contractor will leverage other funds to maximize the success of this project. ‘Leveraged’ funds can be cash or in-kind services that are brought to the

project by training providers, biotechnology businesses, industry associations, etc. that have an interest in the success of the program. In this section, the respondent will identify the source and amount of any leveraged funds it has acquired or plans to bring to this project. Respondents are not required to leverage funds but only those who do leverage funds will be eligible for points in this section. **This section of the proposal will receive 0 – 5 points.**

7.2.7 Section 7., Value-Added Services. Respondents may, at their discretion, offer additional services not specifically outlined in this RFP. Any such additional or ‘value-added’ services must be offered at no additional cost to WFI. During the rating of proposals, raters will take into account whether value-added services, if offered, enhance the proposal. Including value-added services does not mean that those services will be given additional points during the rating process if those services do not comport with the intent of this RFP and therefore do not enhance the project. Respondents are not obliged to include value-added services. **This section of the proposal will receive 0 – 10 points.**

TOTAL POINTS AVAILABLE - 110 POINTS

NOTE: Respondents can readily determine that certain rating sections above have more value than others. However, respondents are encouraged to address each rating section. If a respondent fails to respond to any of the rating sections because it feels it can ‘make up’ points in other areas, WFI may, at its discretion, reject that proposal.

8.0 Rating Proposals and Award. Proposals will be rated by the Agency for Workforce Innovation (AWI) which shall tabulate and submit its findings to Workforce Florida, Inc. After a review of the findings from AWI, Workforce Florida, Inc. will make an award decision and direct AWI to notify all respondents by email of the award decision. This is a ‘single award’ RFP which means that there will be one award to the respondent that WFI feels has submitted the best proposal. WFI retains the authority to make an award it determines to be in its best interests. The award of this RFP will be e-mailed by AWI to all respondents; will be posted on the AWI web site <http://www2.myflorida.awi/> and will be posted on the WFI web site www.workforceflorida.com

9.0 Schedule of Events. To the extent possible, WFI will adhere to the following timelines:

June 20, 2003	Release (issuance) of RFP
July 10, 2003 2:00 PM, EDT	Pre-Bid Conference at WFI offices at 1974 Commonwealth Lane, Tallahassee
July 31, 2003	DEADLINE for receipt of proposals
August 7, 2003* (on or about)	Ratings completed and notices of award sent to respondents; contract will be negotiated with the successful respondent shortly after the award notice is issued.
December 31, 2004	End of contract / project

*All respondents will receive a notice of award via email when the award decision is made. In addition, the award will be posted to the AWI and WFI web sites. This date is an *estimated* date of award; if a respondent has not received an email award notice, that means that the award decision has not been made – please do not call and request information regarding the timing of the award.

10.0 Contract Document. There will be a formal contract executed between the awardee and the Agency for Workforce Innovation (AWI). The contract will be a *performance-based* contract with specific deliverables, the provision and acceptance of which must be accomplished prior to the payment of funds to the contractor. Another way of describing a performance-based contract is that payment is predicated upon the delivery of specified services or products; these types of contracts DO NOT reimburse the contractor for expenses that have been incurred but rather require that contract deliverables have been accomplished and documented. AWI will develop the contract document to include, at a minimum, the terms and conditions stipulated herein and may incorporate provisions that have been offered in the contractor's proposal. The contractor shall have the opportunity to accept the terms and conditions as offered by executing the contract or may offer counter terms and conditions for consideration by AWI. None of the terms and conditions stipulated herein and defined as being a federal or state requirement may be negotiated.

The contract document will, at a minimum, contain terms and conditions that address the following issues (specific contract language may expand upon these issues):

10.1 Term. The proposed contract will be for the period from the date of execution until December 31, 2004. There will be no renewal options in the contract.

10.2 Parties. The parties to the proposed contract will be the Agency for Workforce Innovation and the contractor selected as a result of this solicitation, to be executed by an official of the contractor duly authorized to legally bind it to contractual terms and conditions. The Agency for Workforce Innovation shall not be a party to any subcontract or third party contract that the contractor requires to meet the contract deliverables. The contractor shall be solely responsible for satisfying the deliverables and performance standards.

10.3 Records. The contractor will be required to maintain books, records and documents that properly and sufficiently represent expenditures of funds provided by the Agency for Workforce Innovation under the proposed contract and shall also maintain performance records and any and all records relative to the contract. The contractor shall provide access to any and all such records, developed by or in the possession of the contractor relative to the proposed contract, to the Agency for Workforce Innovation, Comptroller of the State of Florida, to the Auditor General of the State of Florida or to the Executive Office of the Governor of the State of Florida or their duly authorized representatives. (State of Florida contract requirement)

10.4 Nondiscrimination. The contractor may not discriminate against any client, employee or applicant for employment based on race, color, religion, sex, handicap, age or national origin and the contractor will take affirmative action to preclude such discrimination. (State and federal requirement)

10.5 Cancellation. The Agency for Workforce Innovation will retain the authority to cancel the proposed contract, in whole or in part, upon thirty (30) days notice to the contractor by certified mail. The Agency for Workforce Innovation may cancel the contract upon 24 hours notice if a breach of the contract occurs. (State of Florida requirement)

10.6 Governance. The proposed contract will be governed by and construed in accordance with the laws of the State of Florida within the jurisdiction of Leon County. (State of Florida requirement)

10.7 Other requirements. The proposed contract will require the contractor to execute the following documents included herein for informational purposes as the designated attachments:

- Attachment A – Financial and Compliance Audits
- Attachment B – Certification Regarding Lobbying
- Attachment C – Certification Regarding Debarment
- Attachment D – Drug Free Workplace Certification

NOTE: These ‘contract’ attachments DO NOT need to be signed and included in the proposal.

10.8 Indemnification. The Agency for Workforce Innovation will include language in the proposed contract that indemnifies and holds it harmless from all claims, suits, judgments or other actions for damages arising from the intentional acts of negligence on the part of the contractor in its performance under the contract. (State of Florida requirement)

10.9 Linking Brand. *Employ Florida* is a linking brand that Workforce Florida, Inc. has developed to assist both employers and jobseekers in locating one-stop centers and other workforce services throughout the state. It allows for one point of access via a toll-free number and a website for the purpose of locating the one-stop closest to the customer without having to know the 24 different regional names and brands or the individual service brands of their one-stops. The *Employ Florida* brand logo will be visibly displayed at all one-stops in all twenty-four regions of the state and must also be used as appropriate or as necessary by contractors of WFI for state-level projects. If, as determined by WFI, there is a need to incorporate the statewide brand, *Employ Florida*, as a part of this Contract, WFI will provide the Contractor with the camera ready logo and marketing instructions.

10.10 Program Income. Program income resulting from an award or sponsored activities shall be maintained by the contractor during the lifetime of the contract and must be added to the contract funds, either to provide additional services or to be remitted to AWI with the final closeout report, at AWI’s option. This includes fees received for services performed by the contractor pursuant to the contract or grant during the contract or grant period, proceeds for the sale of property, usage or rental fees, and patent or copyright royalties. Program income shall be reported to AWI at least quarterly via the invoice(s). Program income not used to enhance or provide additional services shall be remitted to AWI with the final closeout report. The contract manager will regularly monitor program income.

10.11 The State of Florida through the Department of Management Services has instituted MyFloridaMarketPlace, a statewide eProcurement system (“System”) with the assistance of a third party agent (“Third Party”). Pursuant to section 287.057(23), Florida Statutes (2002), all contract payments shall be assessed a Transaction Fee of one percent (1.0%). The fee shall be paid by the Contractor. Because the Transaction Fee will be used, in part, to compensate Third Party for the development, operation, and maintenance of the System, Third Party is an intended third-party beneficiary of this paragraph imposing the Transaction Fee on payments under this Contract.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, whether within or without the State accounting system, the Contractor shall self report and pay the Transaction Fee pursuant to Rule 60A-1.031. By

submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. All such reports and payments shall be subject to audit by the State.

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

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

CERTAIN TYPES OF VENDORS/CONTRACTORS MAY BE EXEMPT FROM THIS FEE BY RULE.

11.0 Submittal of Proposals. Proposals shall be submitted for *receipt* by AWI at its office NO LATER THAN **5:00 PM, EDT, July 31, 2003.** Proposals must be submitted to –

**Agency for Workforce Innovation
MSC 200, Caldwell Building
107 West Madison Street
Tallahassee, Florida 32399-6545
ATTN: Alecia Shally**

Facsimiles and e-mail proposals are not allowed.

12.0 Pre-Bid Conference. There will be a NON-MANDATORY pre-bid conference at the offices of Workforce Florida, Inc. located at 1974 Commonwealth Lane, Tallahassee, at **2:00 PM EDT on Thursday, July 10, 2003.** Although WFI will attempt to provide answers to questions at the pre-bid conference, those answers will not represent the official position of WFI. The 'official' responses to all questions received prior to the conference and those discussed at the conference will be committed to a written Pre-Bid Conference Recap. This recap will be distributed simultaneously to all known recipients and will be posted on the WFI web site at - www.workforceflorida.com This process of publishing an 'official' recap in writing ensures that attendees do not have an advantage over potential respondents who do not attend. The recap will be issued within 3 working days of the pre-bid conference.

13.0 Point of Contact. All questions regarding this solicitation should be directed to –

Mike Johnson **mjohnson@workforceflorida.com**

NOTE: Questions should be directed to the contact person via email prior to the pre- bid conference on July 10.

14.0 Disputes. Workforce Florida, Inc. is a public/private corporation with specific statutory authority to enter into contracts and therefore its procurement policies and procedures are not subject to the requirements of Chapter 287, Florida Statutes. Decisions by the WFI Board of Directors or the WFI Executive Committee or duly authorized WFI officials regarding the awarding of Invitations to Bids, Requests for Proposals, contract solicitations and all other procurement actions, either through a competitive process or a non-competitive process, are final.

Potentially adversely affected parties may file a written dispute of a procurement decision within the following parameters:

1. Such disputes must be in writing, signed by the official who signed the original bid/proposal, and must state with specificity the nature of the dispute and the requested disposition. The President of WFI retains the authority to determine if the written dispute meets the criterion of specificity. Any dispute that does not meet this requirement may be dismissed without further consideration.
2. Such disputes must be received by the President of Workforce Florida, Inc. at 1974 Commonwealth Lane, Tallahassee, FL 32303, not later than five (5) working days from the date of the notice of award. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute that is not received by the President within this timeframe will be rejected without further consideration.
3. Parties filing a dispute are not allowed to provide additional information unless, at his discretion, the President requests clarification of submitted materials. The President may, solely at his discretion, invite the disputing party to make a personal presentation to augment the written dispute.
4. Within five (5) working days after receipt of any such valid dispute, the President will issue a final decision regarding the outcome of the disputed award notifying the party that filed the dispute and a member of the WFI Executive Committee. The Chairman of Workforce Florida, Inc. or its Board of Directors may direct the President to present disputes to the Executive Committee. No disputes of procurement actions will be presented to the Board of Directors unless, at the discretion of the Chairman, such full board review is deemed to be necessary.
5. Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of WFI to proceed with its disputed procurement action, either in whole or in part.

**Proposal Transmittal Document
Request for Proposals – ‘Biotechnology Curriculum Development’**

In consideration of the requirements specified in this Request for Proposals titled, “Biotechnology Curriculum Development”, as issued by Workforce Florida, Inc. (WFI), or as may have been amended by WFI, the undersigned official as duly authorized submits the enclosed proposal. The undersigned understands and agrees that where there may exist or develop a discrepancy between this proposal and the RFP issued by WFI, the RFP will take precedence.	
1. Name of Respondent:	
2. Location (Mailing Address):	
3. Name of Contact Person:	
a) Contact Person Phone:	
b) Contact Person E-mail Address:	
c) Contact Person Mailing Address:	
4. Printed Name of Authorized Official:	
5. Authorized Official’s Signature:	
6: Date:	

NOTE: This signed Proposal Transmittal Document *MUST* be submitted with the proposal. The deadline for *receipt* of proposals is 5:00 PM, EDT, July 31, 2003

PRICE QUOTE

1. Price Quote	\$
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WFI will reject any proposal that has a ‘price quote’ greater than the amount of funds allocated to this project - \$1.4 million

CERTIFICATION: By signature above, the duly authorized official for the respondent certifies that he/she understands and accepts that all products and materials that are produced under the ensuing contract, accepted and paid for by WFI through its agent, the Agency for Workforce innovation, become the exclusive product of Workforce Florida, Inc. and AWI.

FINANCIAL & COMPLIANCE AUDIT REQUIREMENTS

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), WFI may conduct or arrange for monitoring of activities of the recipient. Such monitoring procedures may include, but not be limited to, on-site visits by WFI staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by WFI. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Comptroller or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through WFI by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from WFI. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit subrecipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through WFI by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from WFI, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>.

PART III: OTHER AUDIT REQUIREMENTS Not Applicable

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, Fl., 32399-6545
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-450
3. Any reports, management letter, or other information required to be submitted to WFI pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients and subrecipients, when submitting financial reporting packages to WFI for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Name and Title of Authorized Representative,

Name of Contractor

Signature

Date

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

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

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

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three (3) year period preceding this contract 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.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification.
 4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Name of contractor

Signature

Date

Instructions for Completing the Certification Regarding Debarment,

1. By signing and submitting this contract, the prospective primary participant is providing the certification as set out herein.
2. The inability of a person to provide the required certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with WFI determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this contract.
3. The certification in this clause is a material representation of fact upon which reliance was placed when WFI determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, WFI may terminate this contract for cause or default.
4. The prospective primary participant shall provide immediate written notice to WFI if at any time the respective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of the rules implementing Executive Order 12549. You may contact WFI for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by WFI.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, provided by WFI without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, WFI may terminate this contract for cause or default.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, _____, the undersigned, in representation of the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding

that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check (X) if there are workplaces on file that are not identified here.
Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

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

Name of Contractor

Name and Title of Authorized Representative

Signature Date

