

Florida Certified Contract Manager

Participant Study Guide and Workbook for Contract and Grant Managers




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I. Introduction




WELCOME TO FCCM!

Welcome to the Florida Certified Contract Manager (FCCM)

 The sound for today's webinar will come through your **computer speakers**. Please adjust your computer speakers now so you can hear the music.





The meeting will begin momentarily. If you have questions in the meantime, please enter them in the **chat**.

 All lines are **MUTED** upon entry.

All cameras are **OFF** upon entry.

Attendance at all webinar sessions is required


1 Only Florida state agencies and Florida governmental entities can be FCCM-certified, NOT contracted employees.







Florida Certified Contract Manager






DMS and DFS





Welcome to FCCM from Secretary Pedro Allende from the Department of Management Services and the Chief Financial Officer of the Department of Financial Services.

This FCCM course is brought to you through a joint effort between the Department of Management Services and the Department of Financial Services.

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Course Materials




The guide described below accompanies this course series.



- ***FCCM Participant Study Guide***
Study guide used for reviewing before taking the exam. It includes content slides from the course.

Remember, this course presents best practices and entities may have policies or procedures that differ. Always check with your organization's General Counsel for guidance.

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Purchasing categories, threshold amounts



Category One	\$20,000
Category Two	\$35,000
Category Three	\$65,000
Category Four	\$195,000
Category Five	\$325,000

s. 287.017, F.S.

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Advancing Accountability

Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must, at a minimum complete training conducted by the Chief Financial Officer for accountability in contract and grant management.

s. 287.057(15)(b), F.S.

Along with the accountability required in contracts and grant management training, any contract manager handling contracts over \$100,000 per year must also obtain certification as a Florida Certified Contract Manager.

s. 287.057(15)(c), F.S.



Email: DFSFinancialEd@myfloridacfo.com



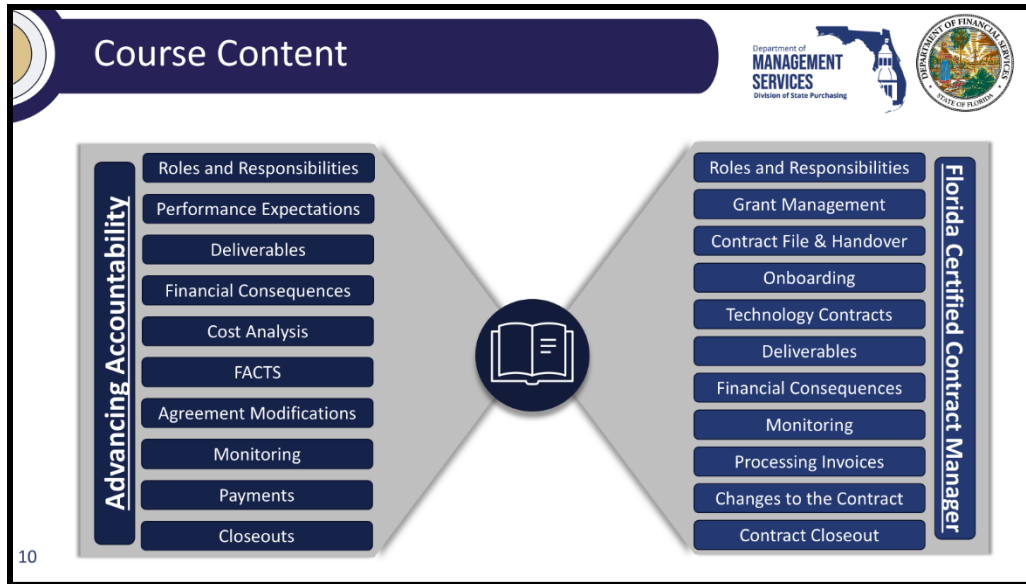

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What course(s) do I need to take?



	Advancing Accountability (AA) training required?	Florida Certified Contract Manager (FCCM) training required?
I manage a contract in excess of CATEGORY TWO (\$35,000).	Yes	No
I manage a contract of \$100,000 or higher annually and have never taken AA or FCCM.	Yes	Yes
I am FCCM certified but have not taken AA in the last five years.	Yes	No
I was FCCM certified prior to January 2025, and my certification is still valid.	No	No
I completed AA six years ago and my FCCM certification has expired.	Yes	Yes
I completed AA four years ago and need to recertify for FCCM.	No	Yes
My FCCM certification expired and I still manage a contract of \$100,000 or more annually.	Yes (if not taken in the past 5 years)	Yes

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FCCM Webinar Course Series Structure Day 1






Monday Session 1	Modules Introduction Preparation	Topics Introduction Ethics Roles and Responsibilities Solicitation Development	Vendor List Contract File & Contract Handout Oversight Teams Onboarding
Monday Session 2	Module Deliverables & Monitoring	Topics FACTS Deliverables Risk Assessment Monitoring Performance	Monitoring Plan Monitoring Activities Monitoring Tools Sampling Documents

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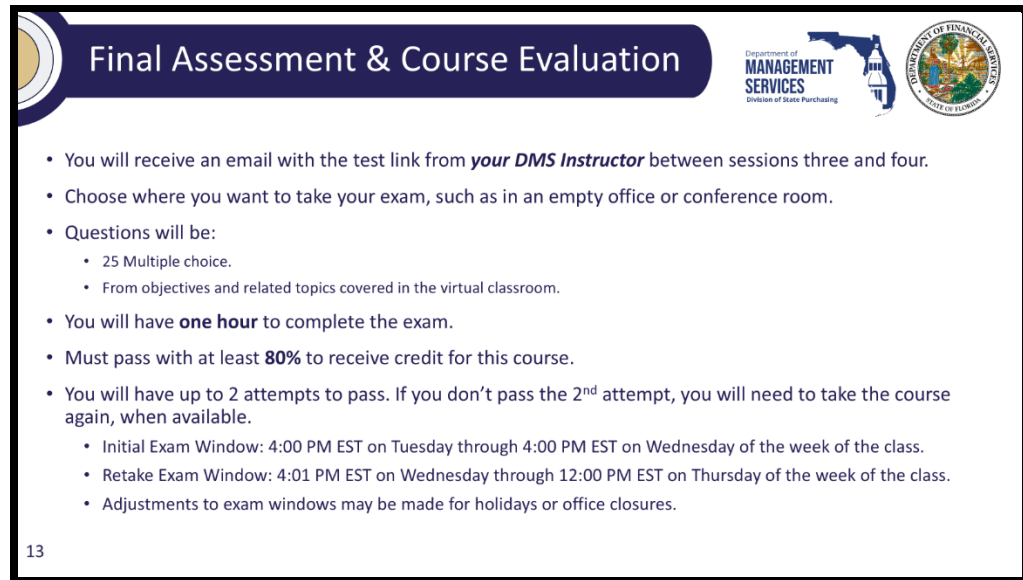


FCCM Webinar Course Series Structure Day 2





Tuesday Session 3	Module Terms & Conditions	Topics Financial Consequences Enforcing Terms & Conditions Corrective Action Plans	Delays Processing Invoices Conflict Resolution
Tuesday Session 4	Module Other Agreements, Changes, & Closeouts	Topics Technology Contracts Grants Changes to the Contract	Negotiation Termination Contract Closeout Final Assessment & Course Evaluation

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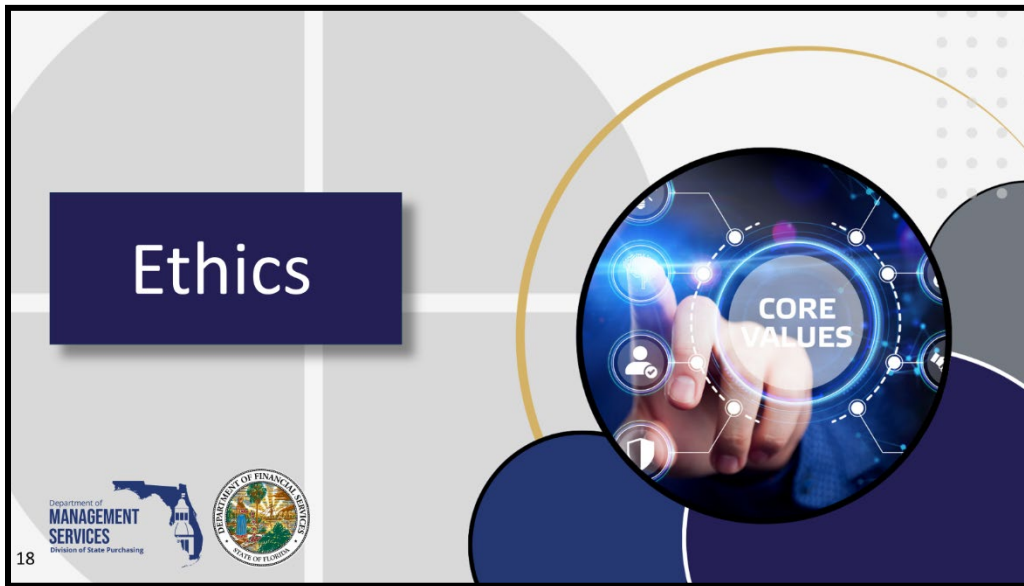
Final Assessment & Course Evaluation




- You will receive an email with the test link from **your DMS Instructor** between sessions three and four.
- Choose where you want to take your exam, such as in an empty office or conference room.
- Questions will be:
 - 25 Multiple choice.
 - From objectives and related topics covered in the virtual classroom.
- You will have **one hour** to complete the exam.
- Must pass with at least **80%** to receive credit for this course.
- You will have up to 2 attempts to pass. If you don't pass the 2nd attempt, you will need to take the course again, when available.
 - Initial Exam Window: 4:00 PM EST on Tuesday through 4:00 PM EST on Wednesday of the week of the class.
 - Retake Exam Window: 4:01 PM EST on Wednesday through 12:00 PM EST on Thursday of the week of the class.
 - Adjustments to exam windows may be made for holidays or office closures.



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Ethics






Objectives





By the end of this session, learners will be able to:

- Identify Prohibited actions under Florida ethics laws.
- Determine when a financial/conflict of interest disclosure is required.
- Explain the expansive reach of ethics standards as they apply to the agency employees and their families and extend beyond their period of employment.

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Ethics – Prohibited Actions




Some examples of prohibited actions or conduct...



“An agency employee may not, within 2 years after retirement or termination, have or hold any employment or contractual relationship with any business entity other than an agency in connection with any contract for contractual services which was within his or her responsibility while an employee. If the agency employee’s position is eliminated and his or her duties are performed by the business entity, this subsection may be waived by the agency head through prior written approval for a particular employee if the agency head determines that the best interests of the state will be served thereby.”

s. 112.3185(4), F.S.

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Ethics – Prohibited Actions




Some examples of prohibited actions or conduct...



“An agency employee may not, after retirement or termination, have or hold any employment or contractual relationship with any business entity other than an agency in connection with any contract in which the agency employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation while an officer or employee.”

s. 112.3185(3), F.S.

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Ethics – Disclosure




Florida law requires state employees to publicly disclose their interests.



Disclosure process:

- Reminds state employees to put public interest above their own.
- Makes work transparent to the citizens of Florida.

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Ethics – Disclosure





Florida law requires state employees to publicly disclose their interests.

- Not all state employees have the same disclosure requirements.
- FORM 1 - Limited Financial Disclosure:
 - Required if you have the power to make purchases exceeding \$35,000 (Category Two).
 - Must be filed electronically with Florida Commission on Ethics by July 1.

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Ethics – Prior Experience with Vendor



Florida law requires that individuals may **not** be contract managers of a vendor whom they were employed by within the last 5 years.

“The **contract manager** may **not** be an individual who has been employed, within the previous 5 years, by the vendor awarded the contractual services contract.”

s. 287.057(15)(a), F.S.

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Ethics – Reach of Standards




Ethics standards apply to state employees and their families and can extend beyond their period of employment.

State employees are **NOT ALLOWED** to:



“take any gift from a political committee, and neither should their immediate family members.”

s. 112.31485, F.S.

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Ethics – Reach of Standards



Ethics standards apply to state employees and their families and can extend beyond their period of employment.

State employees are **NOT ALLOWED** to:

take any form of compensation, payment, or thing of value when they know or should know, that it is given to influence a vote or other official action, and neither should their spouse and children.

s. 112.313(4), F.S.

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Ethics – Reach of Standards



Ethics standards apply to state employees and their families and can extend beyond their period of employment.

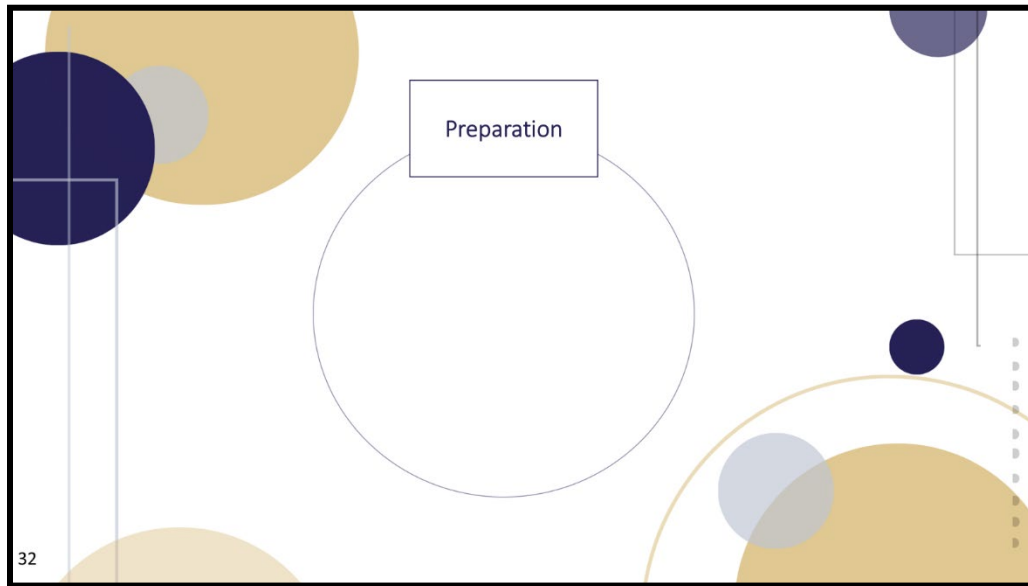
State employees are **NOT ALLOWED** to:


directly or indirectly procure a contract on behalf of their agency from any business or entity where a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest.

s. 112.3185(6), F.S.



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II. Module 1: Preparation






Module 1- Preparation





Module Topics:

- Roles and Responsibilities of Contract and Grant Manager
- Solicitation Development
- Vendor Lists
- Contract File and Contract Handover
- Oversight Teams
- Onboarding

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Objectives




By the end of this module, learners will be able to:

- Highlight the roles of the contract manager and contract administrator during the contract management process.
- Outline the contract manager's role in developing solicitations.
- Identify the records that should be retained within the contract file.
- Distinguish the specific requirements and responsibilities of oversight teams contingent on different contract amounts.
- Summarize how to prepare for and conduct an onboarding meeting.



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Roles and Responsibilities





Contract Administrator Responsibilities



Contract Administrators are responsible for:



- Creating and maintaining a contract file.
- Maintaining financial information on all contracts.
- Serving as a liaison between the contract manager and the department.

s. 287.057(16), F.S.

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Contract Administrator

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Contract Administrators may or may not also serve as contract managers.

More than \$500,000

For a contract in excess of \$500,000 annually, the contract administrator may **not** serve as both the contract administrator and the contract manager.

For a contract of \$500,000 or less annually, the contract administrator may also serve as the contract manager.



\$500,000 or less

s. 287.057(16), F.S.

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Contract Manager


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For each contractual services contract, the agency shall designate an employee to function as **contract manager** who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the contractor and the agency.


s. 287.057(15)(a), F.S.

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Contract Manager Requirement






Managers of contracts in excess of \$10 million annually must possess at least 5 years of experience managing contracts in excess of \$5 million annually.

s. 287.057(15)(d), F.S.


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Contract Manager Responsibilities


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


Contract Managers are responsible for:

Enforcing performance of the contract terms and conditions.

Serving as a liaison between the contractor and the agency.

Participating in the solicitation development and review of contract documents.

Managing the receipt of commodities/contractual services.

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s. 287.057(15)(a), F.S. & s. 215.971(2), F.S.


Contract Manager Responsibilities


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Contract Managers are responsible for:

Providing written certification that services were performed and completed according to terms of the contract before processing payment.

Monitoring and evaluating contractor performance and end-user satisfaction, as well as keeping timely records of findings.

Exercising applicable remedies, as appropriate, when a contractor's performance is deficient.

Conducting cost reconciliation (grants).

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s. 287.057(15)(a), F.S. & s. 215.971(2), F.S.

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Solicitation Development






Solicitation Development



The contract manager should collaborate with the area responsible for developing the solicitation and actively participate in its creation.



A contract manager's involvement in solicitation development ensures alignment with contract requirements, compliance, and effective management of the contract. It helps optimize the contract's success by addressing key considerations and potential challenges early on.

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Solicitation Development





Conversation Points with Procurement

When conversing with procurement staff, especially regarding specific projects or contracts, discussing certain key points can enhance understanding and collaboration.

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Solicitation Development

Discuss the anticipated deliverables in detail. Explore what constitutes successful completion of each deliverable, including quality standards, acceptance criteria, and any specific requirements.

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Solicitation Development

Discuss compliance requirements, industry regulations, and organizational policies that may impact the procurement process or project execution. Here are some examples on how requirements, regulations and policies may look for different projects.

- IT Projects
- Human resources
- Construction

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Solicitation Development

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Financial Consideration

Understand the financial elements associated with the project or procurement. This includes discussing budgetary constraints, cost estimates, potential savings, and any financial consequences or incentives tied to project milestones or outcomes.

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Solicitation Development

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Risk Management

Procurement staff frequently take a pivotal role in identifying, assessing, and implementing strategies to mitigate risks linked to contracts and project execution.

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Scope of Work (SOW)

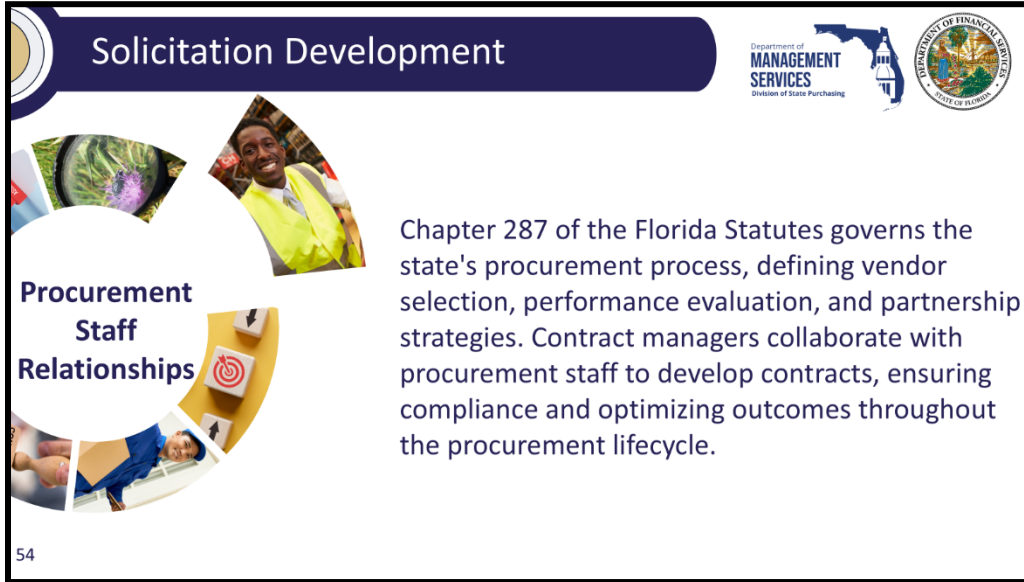
Solicitation Development

The program area establishes the scope of work (SOW). It is essential for the contract manager to inquire about the SOW because grasping its objectives, deliverables, and timelines will direct the management of the contract after it has been executed.

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Solicitation Development

Procurement Staff Relationships

Chapter 287 of the Florida Statutes governs the state's procurement process, defining vendor selection, performance evaluation, and partnership strategies. Contract managers collaborate with procurement staff to develop contracts, ensuring compliance and optimizing outcomes throughout the procurement lifecycle.

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Solicitation Development

Continuous Improvement


Develop a culture of continuous improvement by discussing lessons learned from past projects, identifying areas for optimization, and exploring innovative solutions to enhance efficiency and effectiveness.

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Vendor Lists








Suspended Vendor List






- Any vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts.
- If any vendor meets the criteria outlined in *s. 287.1351(2)(a), F.S.*, notify DMS and provide documentation evidencing the vendor's default or other grounds for suspension.
- Once placed on the list, an entity may not accept a bid, proposal, or reply from, or enter into or renew any contract with the suspended vendor.

s. 287.1351, F.S.

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Convicted Vendor List



- An affiliate who is in violation of a public entity crime.
- Upon receiving reasonable information from any source that a person has been convicted, the department shall investigate the information and determine whether good cause exists to place that person or an affiliate of that person on the convicted vendor list.


s. 287.133(3)(e), F.S.

- Once placed on the list, a vendor may not submit a bid, proposal, or reply on a contract to provide any commodities or services to a public entity.
- If on the list, convicted vendors may not submit a bid, proposal, or reply to a public entity.
- May not transact business with public entity over CATEGORY TWO for a period of 36 months after being placed on the list.

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Discriminatory Vendor List





- An affiliate who has discriminated or displayed discrimination on the basis of race, gender, national origin, disability, or religion.
- Any public entity which receives information that an entity has discriminated shall transmit that information to the department in writing within 10 days.
- An entity or affiliate who has been placed on the list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity.
- A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the list for a period of 36 months.

s. 287.134, F.S.

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Antitrust Vendor List





- A person or affiliate who has been convicted or held civilly liable for an antitrust violation.
- A person or an affiliate who has been placed on the list may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity.
- Once placed on the list, a public entity may not accept a bid, proposal, or reply from; award a new contract to; or transact any new business.

s. 287.137, F.S.

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Forced Labor Vendor List



- Forced Labor means work, or service exacted from any person, including a minor, under the menace of a penalty for nonperformance and for which the worker does not offer himself or herself voluntarily or an activity that violates *s. 787.06, F.S.*
- If provided with reasonable and credible information that a vendor is engaging in forced labor, agencies need to report. Upon investigation, DMS shall determine whether good cause exists to place that company on the forced labor vendor list and whether such placement is in the public interest.
- Once placed on the list, an entity may not accept a bid, proposal, or reply from, or enter into or renew any contract for a period of 365 days following the time they were placed on the Forced Labor Vendor List.

s. 287.1346, F.S.

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Scrutinized Company List



- A company engaging in commerce with certain identified entities or boycotting commerce from certain entities including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
- A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if they are placed on this list.
- The State Board of Administration maintains a list of scrutinized companies in accordance with s. 287.135, F.S.

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Contract File & Handover



Contract File & Contract Handover



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Definition - Contract

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What is a contract?

“...a mutually binding legal relationship evidenced by a written agreement obligating a Contractor to furnish commodities or contractual services to the Department, an agency, an eligible user, or another state. A Contract requires signatures of all parties.” *Rule 60A-1.001(1), FAC*

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Contract Handover

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Procurement Documents

+

Contract Documents

=

Contract File



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The slide is titled "Required Contract Documents" in a dark blue header. Below the header, a yellow folder graphic contains a list of required documents. The list is organized into two columns. The first column includes Procurement Documents, Original Contract/Grant, Amendments, Renewals, Contract Bond, and Insurance. The second column includes Performance Documentation, Correspondence, Payment Documentation, Monitoring, Deliverable, and a link to the Contract File Checklist. A note at the bottom of the folder graphic advises checking for guidance on state-specific policies and procedures. The slide is numbered 68 in the bottom left corner. Logos for the Department of Management Services and the State of Florida are in the top right corner.

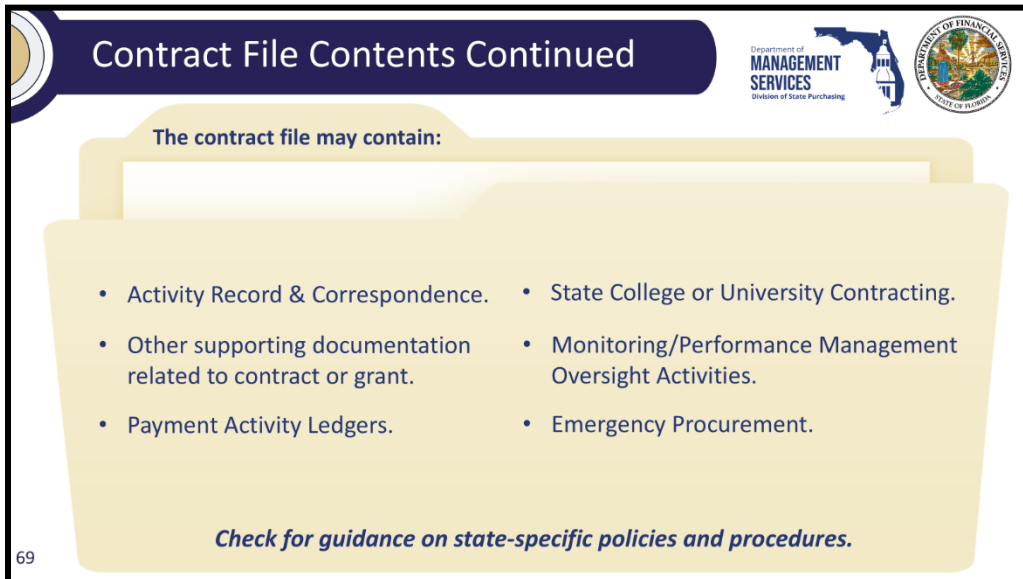
Required Contract Documents

The contract file must contain:

- Procurement Documents.
- Original Contract/Grant.
- Amendments.
- Renewals.
- Contract Bond.
- Insurance.
- Performance Documentation.
- Correspondence.
- Payment Documentation.
- Monitoring.
- Deliverable.
- [Contract File Checklist](#)

Check for guidance on state-specific policies and procedures.

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The slide is titled "Contract File Contents Continued" in a dark blue header. Below the header, a yellow folder graphic contains a list of optional documents. The list is organized into two columns. The first column includes Activity Record & Correspondence, Other supporting documentation related to contract or grant, and Payment Activity Ledgers. The second column includes State College or University Contracting, Monitoring/Performance Management Oversight Activities, and Emergency Procurement. A note at the bottom of the folder graphic advises checking for guidance on state-specific policies and procedures. The slide is numbered 69 in the bottom left corner. Logos for the Department of Management Services and the State of Florida are in the top right corner.

Contract File Contents Continued

The contract file may contain:


- Activity Record & Correspondence.
- Other supporting documentation related to contract or grant.
- Payment Activity Ledgers.
- State College or University Contracting.
- Monitoring/Performance Management Oversight Activities.
- Emergency Procurement.

Check for guidance on state-specific policies and procedures.

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Contract File Contents Continued

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PUR Forms

State Purchasing (PUR) Forms

PUR 1000 – General Contract Conditions

PUR 1355 – Foreign Country of Concern Attestation


PUR 1808 – Common Carrier or Contracted Carrier Attestation

PUR 7801 – Vendor Certification Form

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Important Note

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- Beginning October 1, 2021, and every three (3) years thereafter, each inspector general shall complete a risk-based compliance audit of all contracts executed by the agency for the preceding three (3) fiscal years.
- The audit must include an evaluation of vendor performance and audit findings must be submitted to the agency head, the Secretary of the Department of Management Services, and the Governor.

s. 287.136(2), F.S.
- With this in mind, be sure the contract file is accurate and up to date.


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Reviewing the Contract




Commodities are tangible items that can be bought, sold, or exchanged, such as products and materials that are physical and movable.

Services are actions or work performed for someone else, typically to provide assistance, solve a problem, or fulfill a need. Unlike goods, services are intangible and cannot be physically touched or owned.






What commodities or services does the contract provide?

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Reviewing the Contract



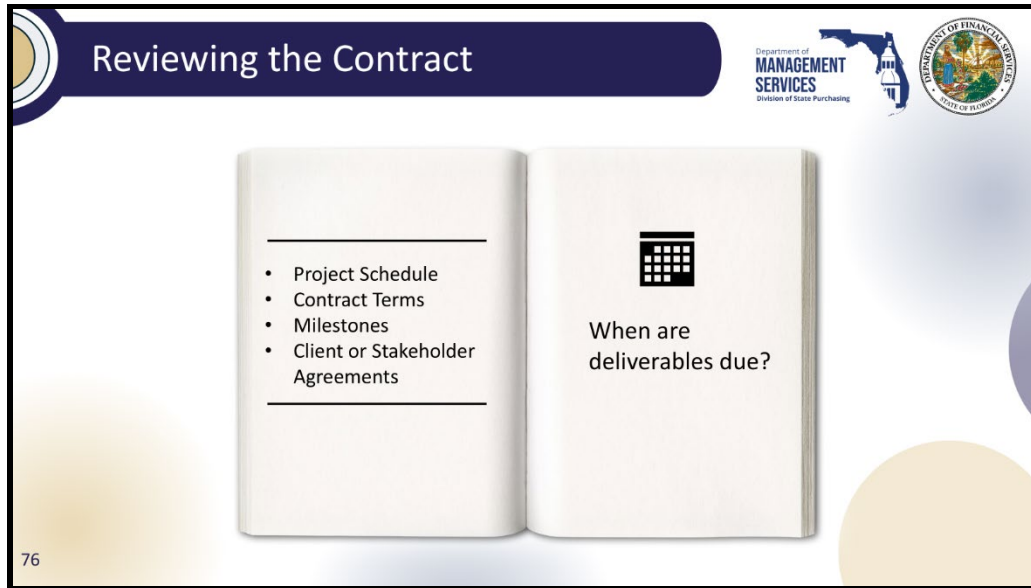


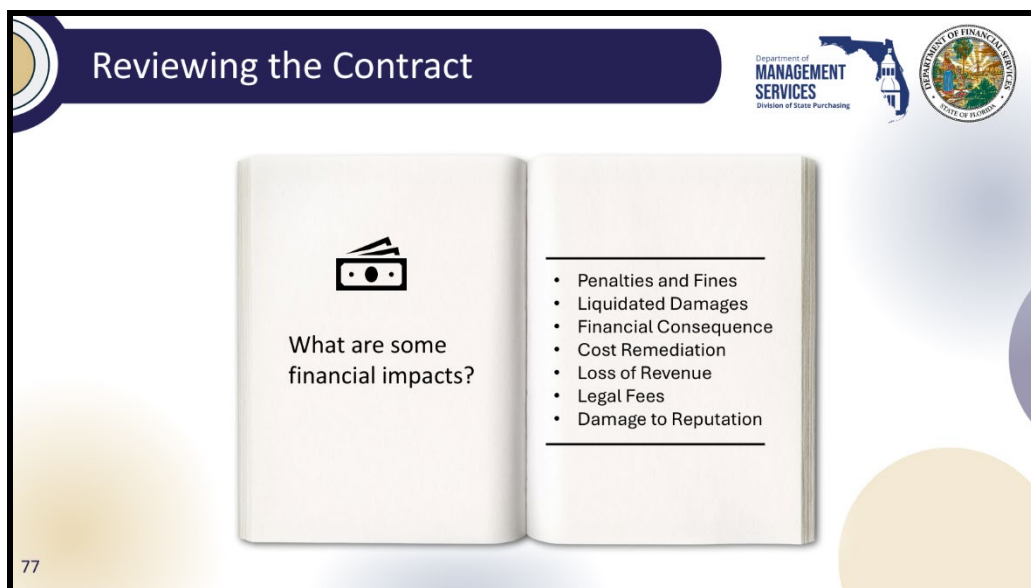
What are the deliverables?

Deliverables

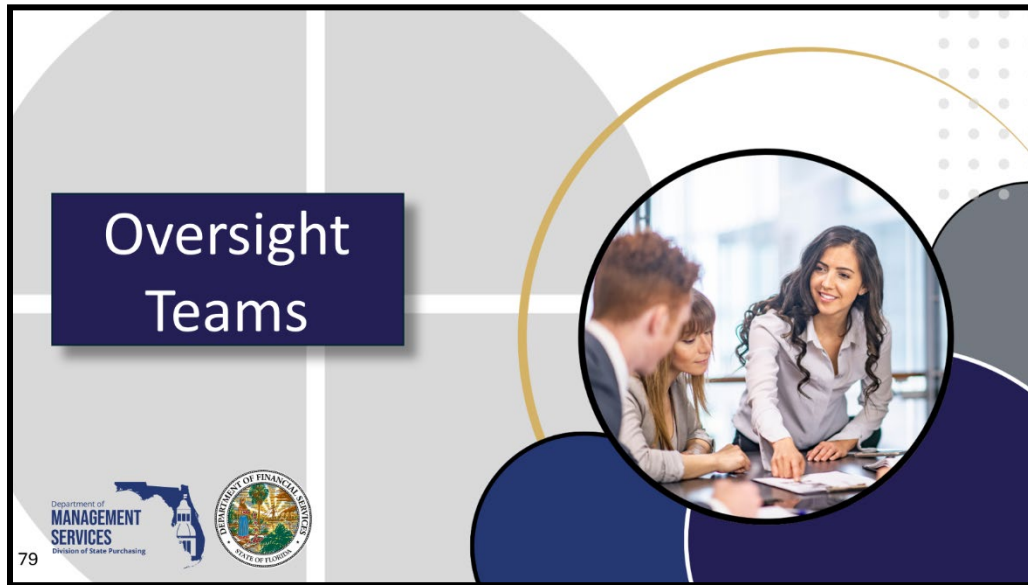
- Documents
- Products
- Services
- Software
- Designs
- Data

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Oversight Teams





Oversight Teams




Who are the members of an Oversight Team?



- **For services contracts of \$5M or greater**, each agency head shall establish continuing oversight teams consisting of four (4) people, including the contract manager.
- **For contracts of \$10M or greater**, at least one (1) person serving on the oversight team must have at least five (5) years of experience managing contracts of similar scope or size.

s. 287.057(26)(a), F.S.

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Oversight Teams Continued



Who are the members of an Oversight Team?

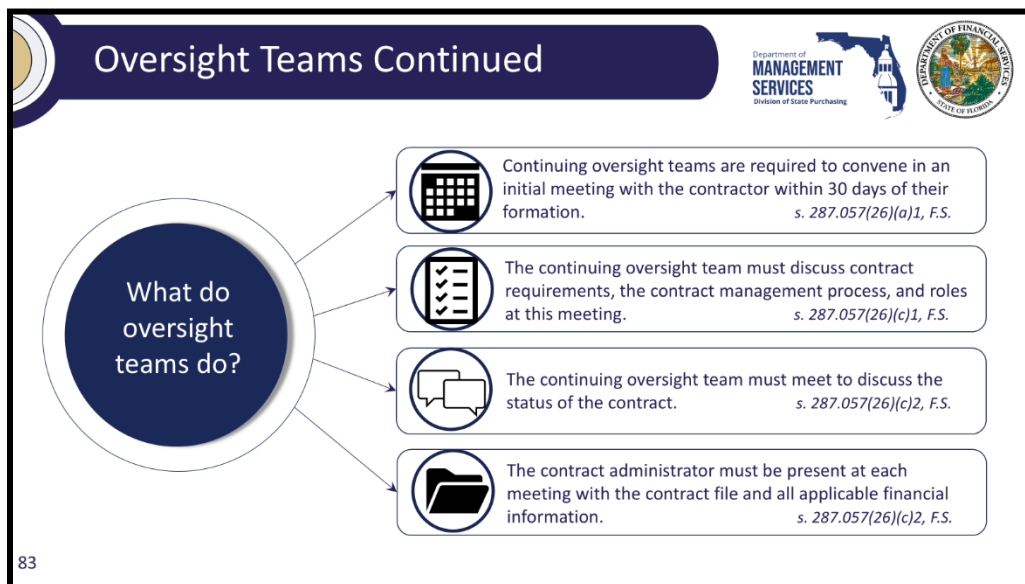
- **For contracts of \$20M or greater**, the team shall consist of at least five persons. At least one must be from an agency other than the agency or agencies participating in the contract.
- All team members must be agency employees and have relevant experience and knowledge.

s. 287.057(26)(a), F.S.

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Oversight Teams		
Contractual Service Contract Amount	Team Requirements	Meeting Requirements
\$5 million or greater	... consisting of 4 persons, including a certified contract manager.	Continuing oversight team must meet at least quarterly.
\$10 million or greater	Same as \$5M or greater requirements plus at least 1 person must have at least 5 years of experience in managing contracts of similar scope or size.	Continuing oversight team must meet at least monthly.
\$20 million or greater	Same as \$5M and \$10M or greater requirements plus the continuing oversight team must consist of at least 5 persons. 1 person must be from an agency other than the agencies participating in the contract.	Continuing oversight team must meet at least monthly.

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Oversight Teams Continued

What if the continuing oversight team has questions?

The continuing oversight team may submit written questions to the contractor concerning items discussed at a continuing oversight team meeting.

s. 287.057(26)(c)2, F.S.


The contractor must respond to the team's questions within 10 business days after receiving the written questions. A representative of the contractor must be made available to members of the continuing oversight team for at least one meeting every calendar quarter for contracts 10 million or greater.

s. 287.057(26)(a)(c)2, F.S.

Questions and responses must be included in the contract file.

s. 287.057(26)(c)2, F.S.

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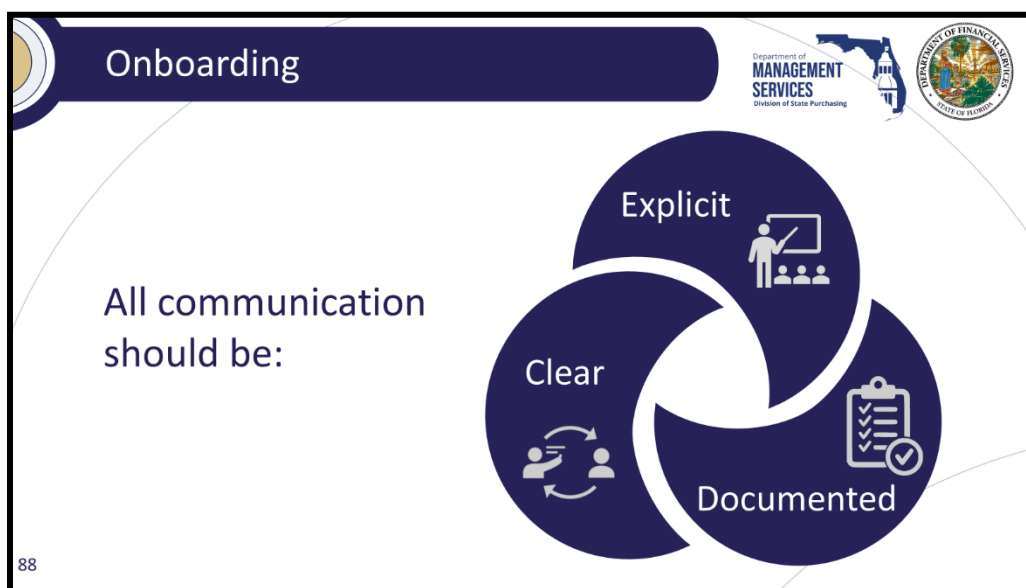
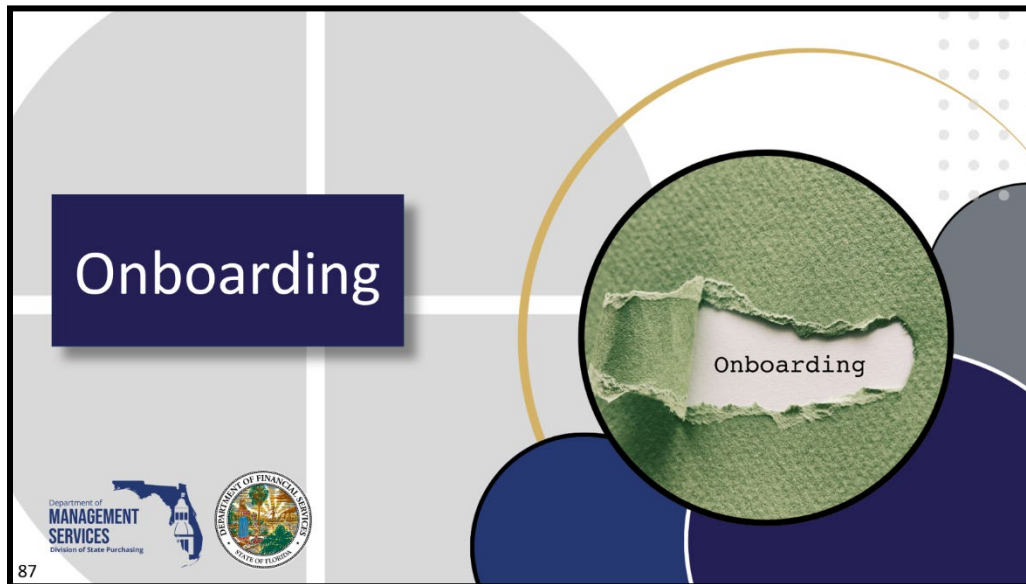
Oversight Overview

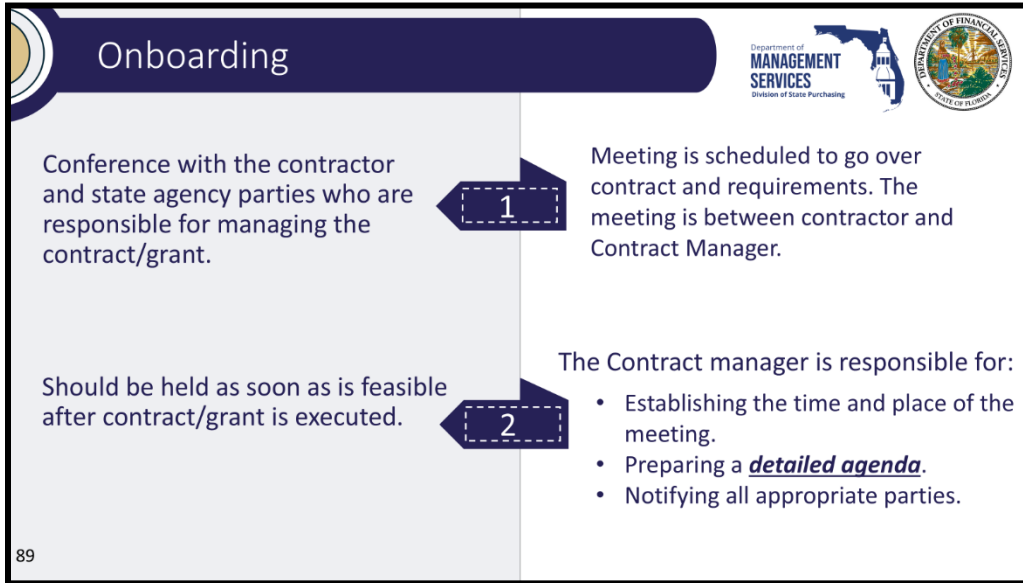
\$5,000,000 Contractual Services Contracts

\$5 Million or greater	\$10 Million or greater	\$20 Million or greater
<ul style="list-style-type: none"> Must be composed of at least four people <ul style="list-style-type: none"> One must be the certified contract manager Convenes within 30 days of their formation Must meet quarterly Contract Administrator must be present at each meeting May submit written questions to the contractor <ul style="list-style-type: none"> The contractor must respond within 10 business days All members must be agency employees and collectively have relevant knowledge and experience 	<ul style="list-style-type: none"> One person must possess at least five years experience managing contracts of similar scope or size Must meet monthly A representative of the contractor must be made available to the team at least one meeting quarterly 	<ul style="list-style-type: none"> Must be composed of at least five people At least one person must be from an agency other than the agency or entities participating in the contract

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Onboarding





Onboarding

Conference with the contractor and state agency parties who are responsible for managing the contract/grant.

Should be held as soon as is feasible after contract/grant is executed.

1

Meeting is scheduled to go over contract and requirements. The meeting is between contractor and Contract Manager.

2

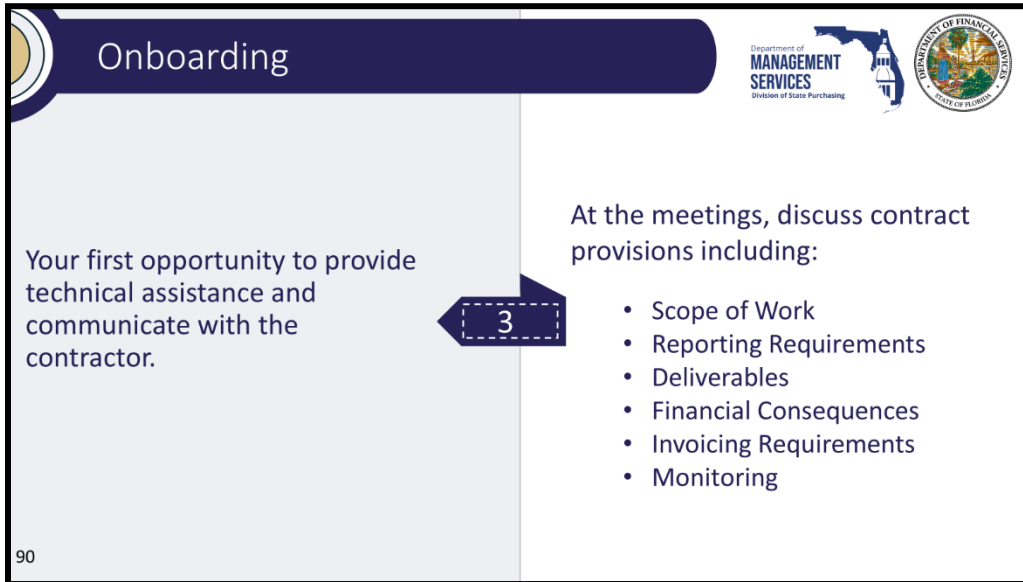
The Contract manager is responsible for:

- Establishing the time and place of the meeting.
- Preparing a ***detailed agenda***.
- Notifying all appropriate parties.

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DEPARTMENT OF FINANCIAL SERVICES
STATE OF FLORIDA



Onboarding

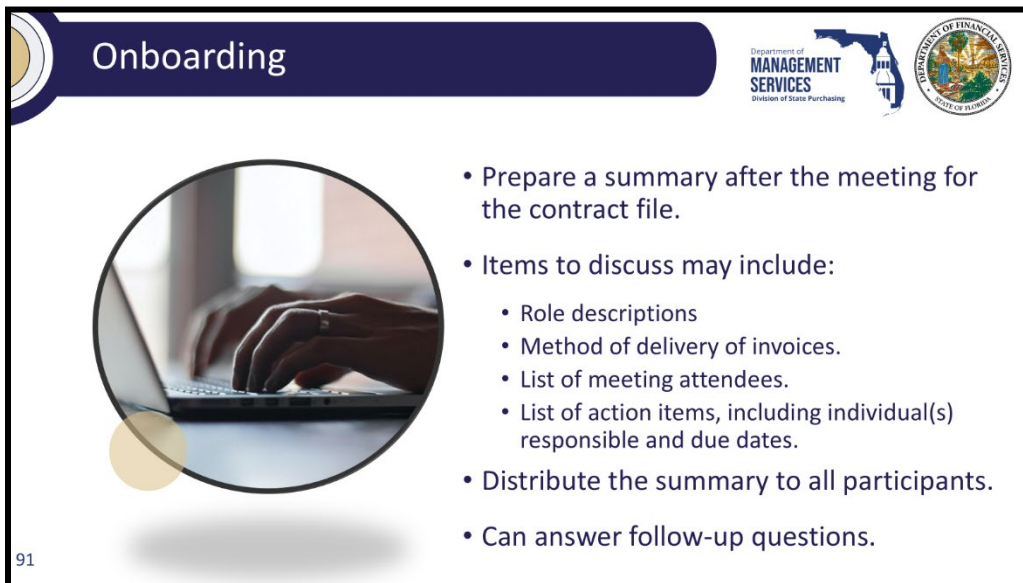
Your first opportunity to provide technical assistance and communicate with the contractor.

3


At the meetings, discuss contract provisions including:

- Scope of Work
- Reporting Requirements
- Deliverables
- Financial Consequences
- Invoicing Requirements
- Monitoring

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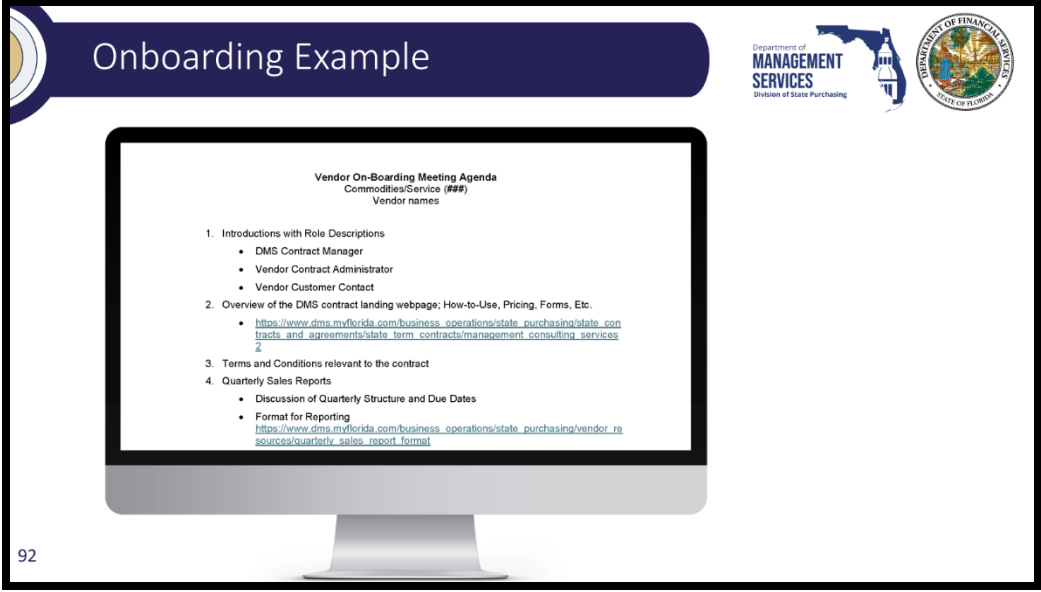


Onboarding



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- Prepare a summary after the meeting for the contract file.
- Items to discuss may include:
 - Role descriptions
 - Method of delivery of invoices.
 - List of meeting attendees.
 - List of action items, including individual(s) responsible and due dates.
- Distribute the summary to all participants.
- Can answer follow-up questions.

The slide is titled "Onboarding Example" in a dark blue header. It features a computer monitor displaying a "Vendor On-Boarding Meeting Agenda". The agenda includes four main items: 1. Introductions with Role Descriptions (listing DMS Contract Manager, Vendor Contract Administrator, and Vendor Customer Contact), 2. Overview of the DMS contract landing webpage (with a URL), 3. Terms and Conditions relevant to the contract, and 4. Quarterly Sales Reports (with sub-points on structure, due dates, and reporting format, including a URL). The slide also includes logos for the Department of Management Services and the State of Florida.

Onboarding Example

Department of
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Division of State Purchasing

SEAL OF THE
DEPARTMENT OF FINANCIAL SERVICES
STATE OF FLORIDA

Vendor On-Boarding Meeting Agenda
Commodities/Service (###)
Vendor names

1. Introductions with Role Descriptions
 - DMS Contract Manager
 - Vendor Contract Administrator
 - Vendor Customer Contact
2. Overview of the DMS contract landing webpage; How-to-Use, Pricing, Forms, Etc.
 - https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_team_contracts/management_consulting_services/2
3. Terms and Conditions relevant to the contract
4. Quarterly Sales Reports
 - Discussion of Quarterly Structure and Due Dates
 - Format for Reporting
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format

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Onboarding Example

Vendor On-Boarding Meeting Agenda
Commodities/Service (###)
Vendor names

1. Introductions with Role Descriptions
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 - Vendor Contract Administrator
 - Vendor Customer Contact
2. Overview of the DMS contract landing webpage; How-to-Use, Pricing, Forms, Etc.
 - https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services_2
3. Terms and Conditions relevant to the contract
4. Quarterly Sales Reports
 - Discussion of Quarterly Structure and Due Dates
 - Format for Reporting
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format
5. MFMP Transaction Fee Reports
 - Discussion of Due Dates
 - Assistance with Transaction Fee Reporting is available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
6. MFMP Training available to vendors

MFMP YouTube Channel:

 - https://www.youtube.com/channel/UCFR2LxjEBv58h6tT_1B2YWw

MFMP University:

 - https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors
7. MFMP Vendor Help Desk:
 - Email: VendorHelp@myfloridamarketplace.com
 - Phone: 866-352-3776
8. Other Eligible Users
 - Florida Statute for Eligible Users
 - <https://www.flrules.org/gateway/RuleNo.asp?title=GENERAL%20REGULATIONS&ID=60A-1.001>
9. Vendor Resources:
 - https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources

Onboarding



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Direction given to a contractor must be consistent with the contract.

Opportunity to highlight particular documents to the contractor.

May not impose additional requirements or make changes to the executed contract.

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III. Module 2 Deliverables/Monitoring

WELCOME TO FCCM!



The sound for today's webinar will come through your **computer speakers**. Please adjust your computer speakers now so you can hear the music.

The meeting will begin momentarily. If you have questions in the meantime, please enter them in the **chat**.



All lines are MUTED upon entry.

All cameras are OFF upon entry.



Attendance at all webinar sessions is required

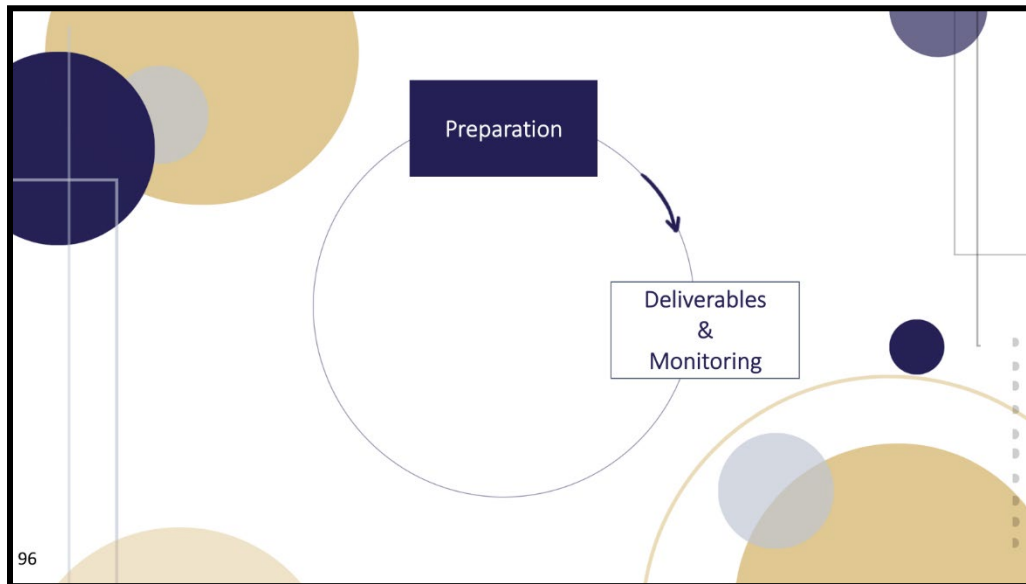
95 Only Florida state agencies and Florida governmental entities can be FCCM-certified, NOT contracted employees.

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Module 2 – Deliverables and Monitoring



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Module Topics:

- Deliverables
- Risk Assessment
- Monitoring Performance
- Monitoring Plan
- Monitoring Activities
- Monitoring Tools, Sampling, & Documents

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Objectives

By the end of this module, learners will be able to:

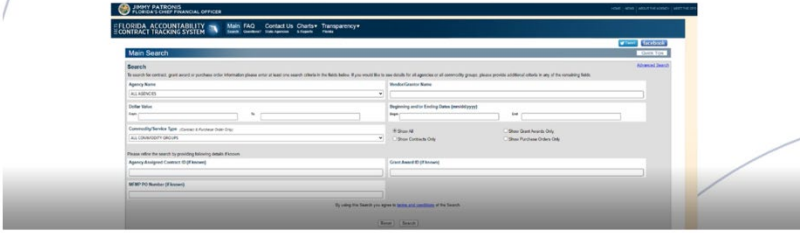
- Establish the prerequisites for receiving deliverables and providing certifications for those deliverables.
- Distinguish between the types of monitoring.
- Identify essential components of contract monitoring.
- Recognize the diverse categories of monitoring activities.
- Understand effective methods for monitoring contracts.

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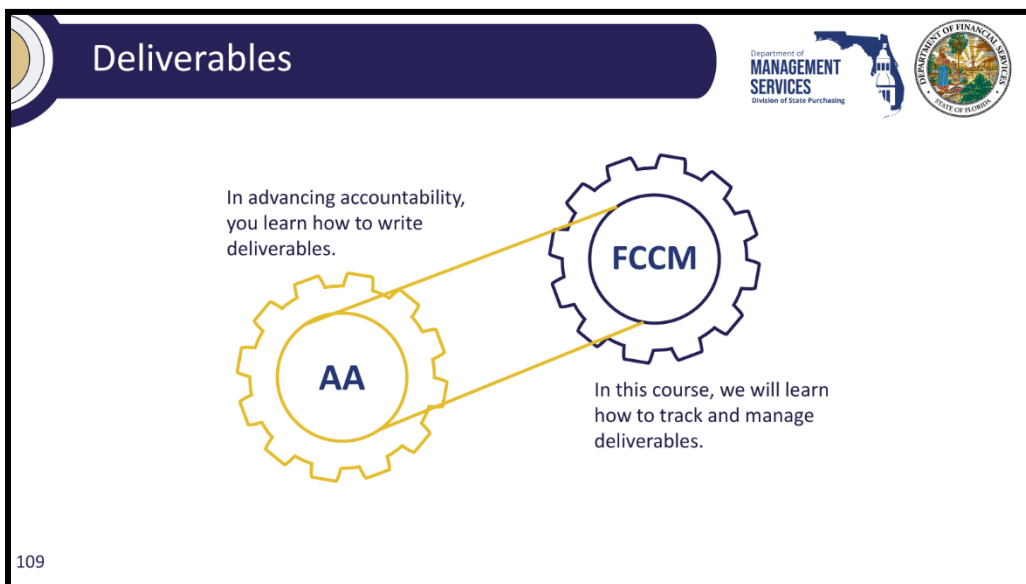
Introduction to FACTS

Florida Accountability Contract Tracking System (FACTS)



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Deliverables



Deliverables

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- Defined as quantifiable, measurable, and verifiable units of work completion that trigger payment.
- Deliverables should include:
 - Performance standards you expect.
 - Timelines/due dates for completion.
 - Payment amount. How much will contractor be paid.
 - Financial consequences that the agency must apply for non-compliance.

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Deliverables

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Deliverables must be:

Related to the SOW	1	Specific, quantity, and quality
Performance based	2	Quantifiable, measurable, and verifiable
Documented	3	Evidence that the work has been completed



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Receive Deliverables and Provide Written Certification





- “Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise.”

s. 215.422(1), F.S.
- You must ensure that deliverables were received on time and that they met the performance measures specified in the contract.

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Receive Deliverables and Provide Written Certification



- Before payment is made, contract managers must provide written certification that the contractor has delivered the commodities or provided the contractual services that are specified in the contract.
- This can be done using the [contractual services agreement form](#) or through written certification on the invoice.

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Summary of Contractual Services Agreement

SUMMARY OF CONTRACTUAL SERVICES AGREEMENT					
OLO/Department:		Agency Contact:			
FLAIR Contract #:		Telephone #:			
Agency Contract #:					
Contractor/Vendor/Payee:					
Original Contract Amount:		Total Contract Amount:		Contract Type:	
Contract Start Date:			Contract End Date:		
Contract Last Signed Date:				Advanced Funded:	
METHOD OF PROCUREMENT:					
AGENCY REFERENCE #:					
Invoice Number:					
Invoice Period:					
Total Amount of Previous Payments:					
CONTRACT MANAGER CERTIFICATION:					
I certify, by evidence of my signature, the information on this form is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements.					
Contract Manager Name printed:					
Contract Manager Signature:				Date:	
Amendments/Renewals/Extensions					
Deliverables					
Deliverable Number	Deliverables as stated in the Contract	Minimum Performance Levels	Deliverable Price	Type of Services	Method of Payment

Deliverable Tracker

Deliverable	Performance Standard	Date Due	Date Received	Date Accepted	Payment Amount
200 Office Desks From Supplier: Office Furniture Inc.	On time Delivery Quantity Packaging Accuracy Documentation	December 15, 2024	December 14, 2024	December 14, 2024	200 Desks @ 300.00 each Total=60,000

Deliverable Tracker

- Deliverable
- Performance Standard
- Date Due
- Date Received
- Date Accepted
- Payment Amount

Another example of a [Deliverable Tracker](#)

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Scope of Work	Task/Activities (Specific, Quantifiable)	Intended Outcome or Goal (Specific measurable)	Evidence (Documentation provided)	Due Date (Within the quarter)	Unit Cost
Examples Only:					
SOW#1- Leadership Academy	Elementary Principal Learning walks -Leadership Academy will Participate in three (3) learning walks throughout the quarter.	Leadership Academy will improve their ability to observe, analyze, and provide targeted feedback through multiple learning walks, which will result in an increase in objective, non-judgmental, and framework- grounded instructional practice observations for classroom teachers.	<ul style="list-style-type: none"> • Sign-in sheets • Agenda • Copies of training materials • Administrative training feedback forms 	Quarter 4 (June 30, 2018)	\$1,945
SOW#3 - Faculty Leadership Development	School Leadership Teams - Complete four (4) School Leadership Team trainings for up to 30 school administrators.	School Leadership team trainings will address the development, monitoring, and measuring of successful school improvement plans. As a result of this activity, leadership will develop strategic school improvement plans for the current (17-18) school year and will begin planning for the upcoming (18-19) school year.	<ul style="list-style-type: none"> • Copy of meeting notification(s) • Sign-in sheets • Copies of training materials • Copy of purchase orders, receipts, and/or invoices 	Quarter 4 (June 30, 2018)	\$12,443

DELIVERABLE ACCEPTANCE FORM

Use this memo to document written certification of acceptance of deliverables. Each time this memo is used to document receipt of a deliverable, it should be kept as part of the contract file.

Project Identification

Contract/Grant Number:		Contract/Grant Title:	
------------------------	--	-----------------------	--

Deliverable

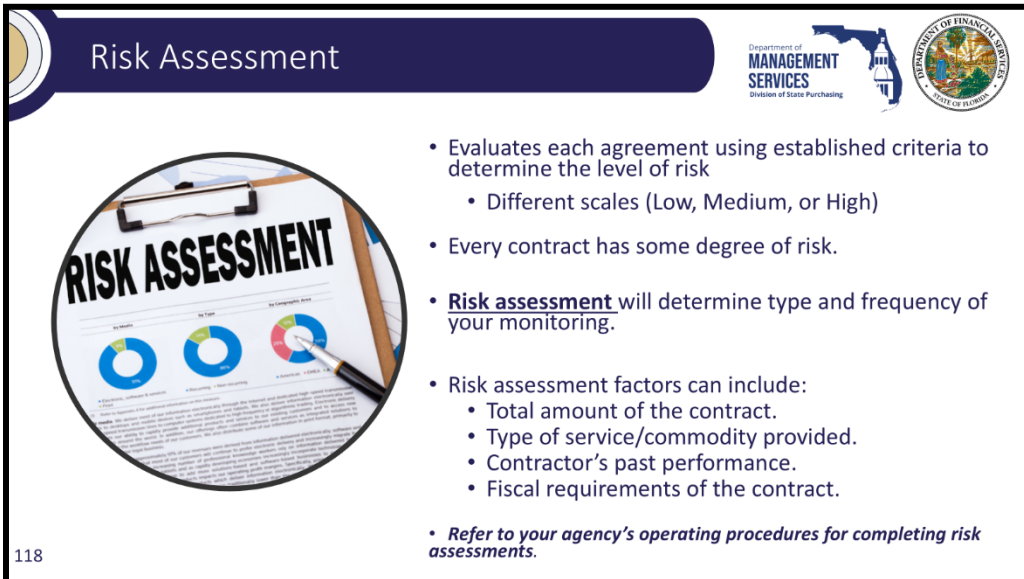
Provider Name:	
Date Received:	
Deliverable Name:	
Deliverable Description:	

This memo acknowledges receipt and acceptance of the deliverable listed above. In the opinion of the contract manager, this deliverable meets the performance standards and terms and conditions as stated in the contract/grant.

Contract Manager:	
	<i>[Type Name]</i>
Date:	

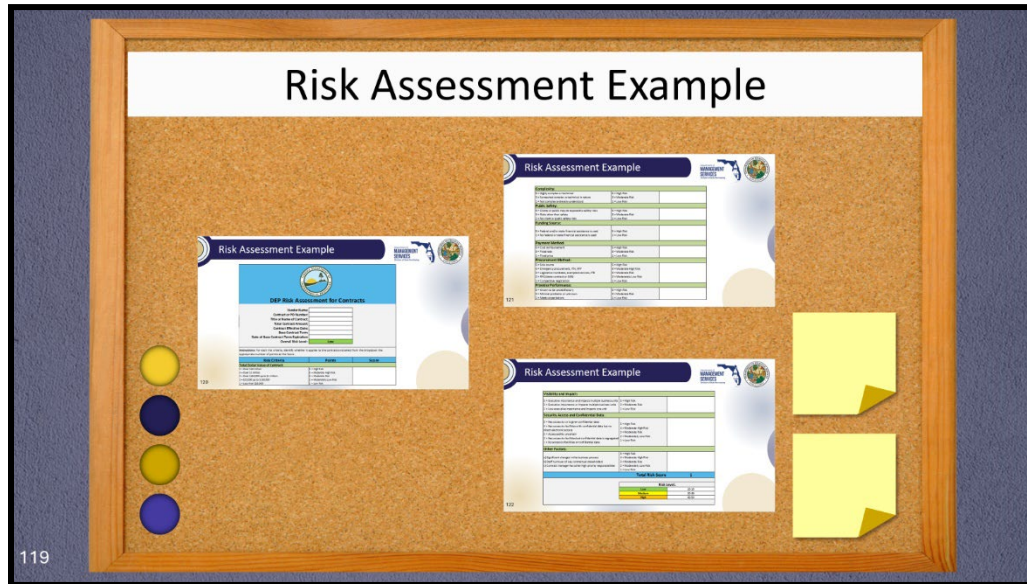
Risk Assessment






- Evaluates each agreement using established criteria to determine the level of risk
 - Different scales (Low, Medium, or High)
- Every contract has some degree of risk.
- **Risk assessment** will determine type and frequency of your monitoring.
- Risk assessment factors can include:
 - Total amount of the contract.
 - Type of service/commodity provided.
 - Contractor's past performance.
 - Fiscal requirements of the contract.

• Refer to your agency's operating procedures for completing risk assessments.



Risk Assessment Example



DEP Risk Assessment for Contracts

Vendor Name:	
Contract or PO Number:	
Title or Name of Contract:	
Total Contract Amount:	
Contract Effective Date:	
Base Contract Term:	
Date of Base Contract Term Expiration:	
Overall Risk Level:	Low


Instructions: For each risk criteria, identify whether it applies to the contract and select from the dropdown the appropriate number of points as the Score.

Risk Criteria	Points	Score
Total Dollar Value of Contract:		
5 = Over \$10 million 4 = Over \$1 million 3 = Over \$150,000 up to \$1 million 2 = \$25,000 up to \$150,000 1 = Less than \$25,000	5 = High Risk 4 = Moderate High Risk 3 = Moderate Risk 2 = Moderately Low Risk 1 = Low Risk	0
Complexity:		
5 = Highly complex or technical 3 = Somewhat complex or technical in nature 1 = Not complex and easily understood	5 = High Risk 3 = Moderate Risk 1 = Low Risk	
Public Safety:		
5 = Clients or public may be exposed to safety risks 3 = Risks other than safety 1 = No client or public safety risks	5 = High Risk 3 = Moderate Risk 1 = Low Risk	
Funding Source:		


5 = Federal and/or state financial assistance is used 1 = No federal or state financial assistance is used	5 = High Risk 1 = Low Risk									
Payment Method:										
5 = Cost reimbursement 3 = Fixed rate 1 = Fixed price	5 = High Risk 3 = Moderate Risk 1 = Low Risk									
Procurement Method:										
5 = Sole source 4 = Emergency procurement, ITN, RFP 3 = Legislative mandates, exempted services, ITB 2 = RFQ (state contract or GSA) 1 = Competitive negotiation	5 = High Risk 4 = Moderate High Risk 3 = Moderate Risk 2 = Moderately Low Risk 1 = Low Risk									
Provider Performance:										
5 = Known to be unsatisfactory 3 = Minimal problems or unknown 1 = Meets expectations	5 = High Risk 3 = Moderate Risk 1 = Low Risk									
Visibility and Impact:										
5 = Executive importance and impacts multiple business units 3 = Executive importance or impacts multiple business units 1 = Low executive importance and impacts one unit	5 = High Risk 3 = Moderate Risk 1 = Low Risk									
Security Access and Confidential Data:										
5 = Has access to or is given confidential data 4 = Has access to facilities with confidential data but no direct electronic access 3 = Access ability uncertain 2 = Has access to facilities but confidential data is segregated 1 = No access to facilities or confidential data	5 = High Risk 4 = Moderate High Risk 3 = Moderate Risk 2 = Moderately Low Risk 1 = Low Risk									
Other Factors:										
a) Significant changes in the business process b) Staff turnover of key contractual stakeholders c) Contract manager has other high priority responsibilities	5 = High Risk 4 = Moderate High Risk 3 = Moderate Risk 2 = Moderately Low Risk 1 = Low Risk									
Total Risk Score		1								
<table border="1"> <tr> <td colspan="2">Risk Level:</td> </tr> <tr> <td>Low</td> <td>10-19</td> </tr> <tr> <td>Medium</td> <td>20-39</td> </tr> <tr> <td>High</td> <td>40-50</td> </tr> </table>			Risk Level:		Low	10-19	Medium	20-39	High	40-50
Risk Level:										
Low	10-19									
Medium	20-39									
High	40-50									

Monitoring Preparation

- With limited resources, you must determine which contractors will receive more of your monitoring resources.
- Consider:
 - Which contractors need the most assistance?
 - What is the most effective, efficient use of your resources?



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Monitoring Performance


Monitoring Performance

Ongoing process that:


- Addresses and resolves issues.
- Keeps clear, detailed documentation of the contractor's performance.
- Ensures goods and services are delivered pursuant to the agreement.

Helps ensure that contractors are:

- In compliance with agreement terms.
- Completing deliverables.
- Handling funds appropriately, if applicable.





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Types of Monitoring



Programmatic Monitoring

- Determines the contractor's compliance with:
 - Terms and conditions.
 - Requirements for delivery of services.

Fiscal Monitoring


- Determines if funds have been accounted for and used appropriately by the service contractor.
- Is applicable to all cost reimbursement contracts and contracts with a recipient or sub-recipient relationship.

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Programmatic Monitoring


Determines whether:




Contractor complied with all terms and conditions of the agreement, laws, and rules.




All services/tasks identified in the scope of work have been performed.





Deliverables have been met.



Program goals are being achieved.

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Programmatic Monitoring Deliverable Example

**Attachment A
Statement of Work
Dependent Eligibility Verification Audit
DMS 17/18-002**

SECTION 1. SCOPE OF WORK

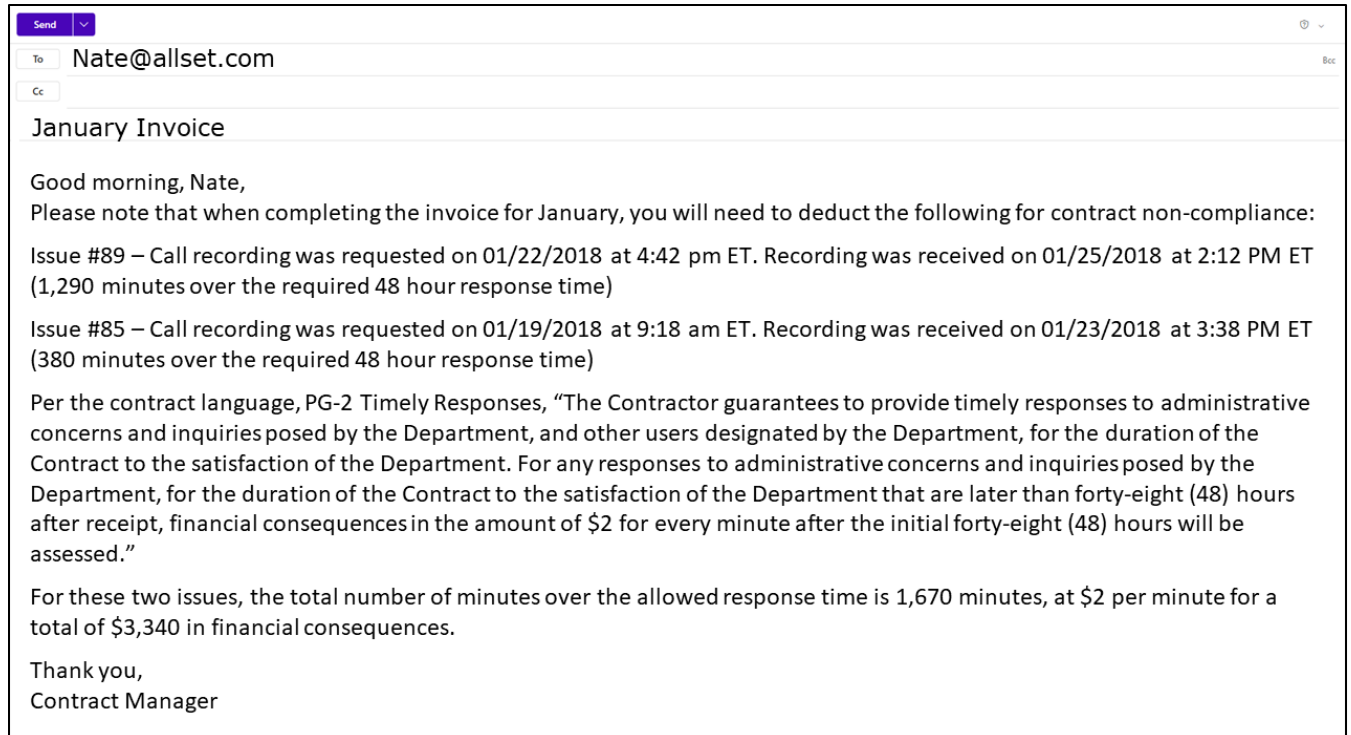
The Division of State Group Insurance ("Division") is seeking a Contractor(s) qualified to complete an audit of the eligibility of dependents enrolled in the State Group Insurance Program ("Program") and all required administrative actions associated with the audit. The audit should ensure that dependents enrolled in the Program meet the guidelines for eligibility. The scope of this eligibility audit should include the review of membership records for the plan year starting on January 1, 2018, facilitated through the establishment of a secure online web portal. The review should be constructed to allow the Contractor to determine if dependents enrolled meet the eligibility criteria for coverage. It is intended that the Contractor perform a one hundred percent (100%) audit of dependents covered by the Program. The initial audit of the membership records must be completed within six (6) months from receipt of the records from the Department of Management Services ("Department") or its People First administrator, NorthgateArinso. During this initial audit period, the Contractor will also conduct an ongoing rolling audit of qualifying status change events. Audit implementation must begin on December 1, 2017 and be completed by May 31, 2018, with all reporting submitted to the Department by June 30, 2018. Contractor must have an implementation plan, approved by the Department that includes member communications, processes, and a timeline. The implementation plan must be submitted to the Department no later than October 13, 2017. Contractor must provide a call center dedicated to the State of Florida for audit related customer service.

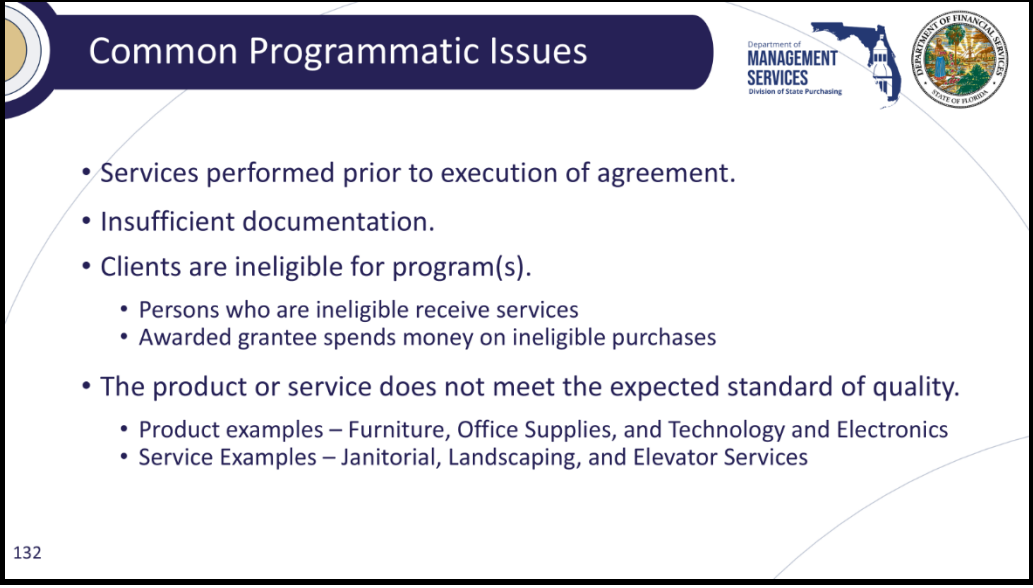
SECTION 2. CONTRACTOR DELIVERABLES

1. Dedicate a project manager who will be available full-time for the entire term of the project and who has at least three (3) years' experience serving as a project manager (or serving in an equivalent capacity) of dependent eligibility verification audits or similar type of audit.
2. Assign a project management team that is experienced, accessible, and sufficiently staffed to provide timely (forty-eight (48) hours after receipt) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Contract to the satisfaction of the Department.

Except as otherwise expressly provided in the Contract, the Contractor shall satisfy all of the above criteria no later than the expiration date of the Contract, as extended or, where applicable, the expiration date of the formal Contract.

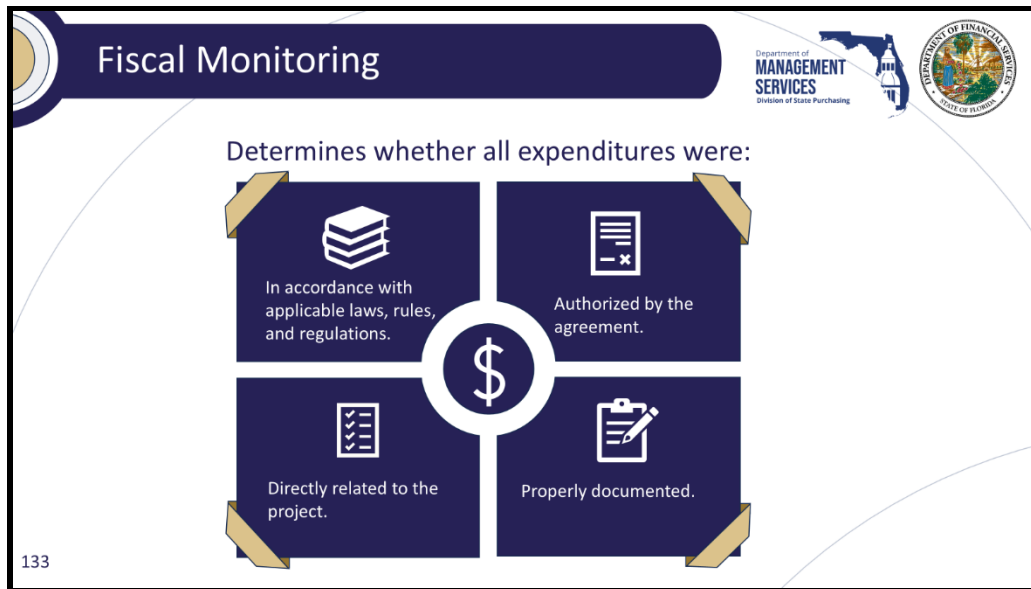
SECTION 3. PERFORMANCE MEASURES





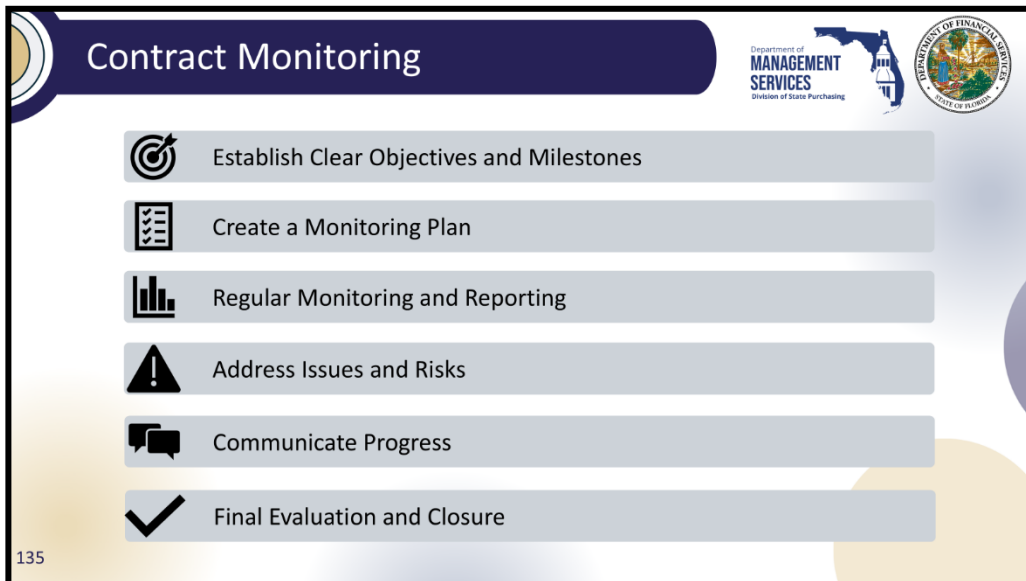
The slide is titled 'Common Programmatic Issues' in a dark blue header. It features a list of five bullet points. The first three are: 'Services performed prior to execution of agreement.', 'Insufficient documentation.', and 'Clients are ineligible for program(s)'. The fourth bullet point, 'The product or service does not meet the expected standard of quality.', has two sub-bullets: 'Product examples – Furniture, Office Supplies, and Technology and Electronics' and 'Service Examples – Janitorial, Landscaping, and Elevator Services'. The slide includes logos for the Department of Management Services and the Department of Financial Services in the top right corner. The number '132' is in the bottom left corner.

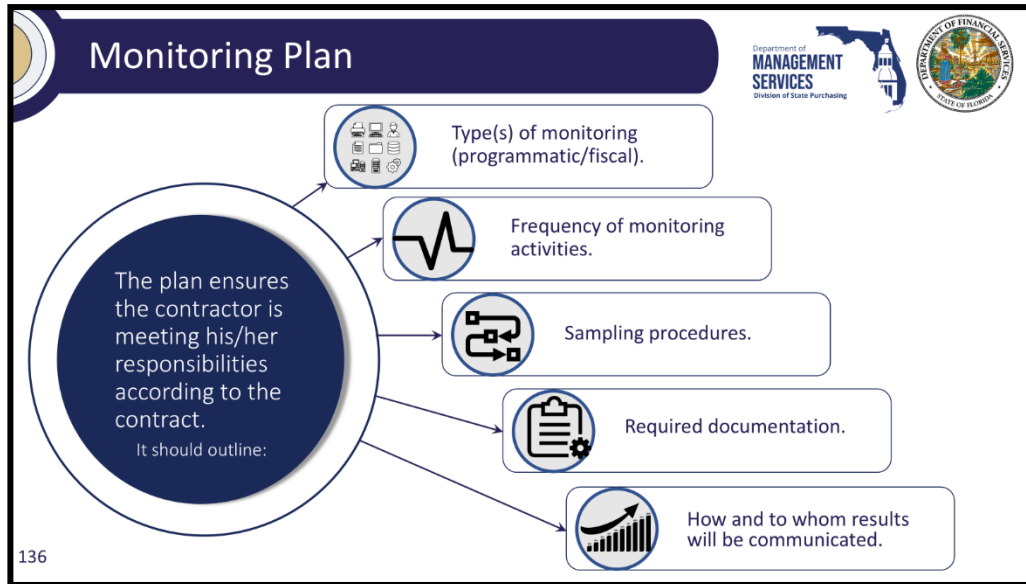
- Services performed prior to execution of agreement.
- Insufficient documentation.
- Clients are ineligible for program(s).
 - Persons who are ineligible receive services
 - Awarded grantee spends money on ineligible purchases
- The product or service does not meet the expected standard of quality.
 - Product examples – Furniture, Office Supplies, and Technology and Electronics
 - Service Examples – Janitorial, Landscaping, and Elevator Services





Monitoring Plan







Components of Contract Monitoring

Contract Monitoring Plan



Contract Number and Name: 7011234-15-ACS, Lawn Care Services

Contract Section Reference	Deliverables and Requirements	Monitoring Activity	Monitoring Tool (Recurring Reporting, etc)	Due Date or Frequency for repeat deliverables	Notes	Status
1.1.1	Contractor staff - sign in and out with Facility Manager at each visit	Onsite review, observation, periodic contact	Checklist	Quarterly		Q1 complete, Q2 - in progress
1.1.2	Protect existing facilities from damage by workmen	Onsite review, observation, client survey	Checklist, survey	Quarterly		
1.1.3	Keep premises free from accumulation of waste or rubbish	Onsite review, observation, client survey	Checklist, survey	Quarterly		
1.2	Contractor staff - wear a company shirt provided by the contractor and ID badge	Onsite review, observation, periodic contact, client survey	Checklist	Quarterly		
1.5	Monthly Summary Report	Contract report	Report review	Monthly		Jan - complete; Feb - under review
2.1.1	Lawns shall be mowed 3-4 inches above the root	Onsite review, observation, periodic contact	Checklist	Quarterly		
2.1.2	Excessive clippings removed	Onsite visit, observation, periodic contact	Checklist	Quarterly		
2.3.1	Debris removal during maintenance visits	Onsite visit, observation, periodic contact, client survey	Checklist, survey	Twice a year		
2.4.3	Signage posted after application of pest control or herbicide products	Onsite visit, observation, client survey	Checklist, survey	Quarterly		
8.1-3	Insurance documentation	Audit report	Report review	Yearly		Received 12/1/2024

Create your own tracking tool.

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Components of Contract Monitoring

Contract Monitoring Plan



Contract Number and Name: 7011234-15-ACS, Lawn Care Services

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8.1-3	Insurance documentation	Audit report	Report review	Yearly		Received 12/1/2024

List deliverables and requirements of the contract.

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Components of Contract Monitoring






Contract Monitoring Plan						
Contract Number and Name: 7011234-15-ACS, Lawn Care Services						
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8.1-3	Insurance documentation	Audit report	Report review	Yearly		Received 12/1/2024

Select your monitoring activity and/or activities and monitoring tool(s).

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Components of Contract Monitoring

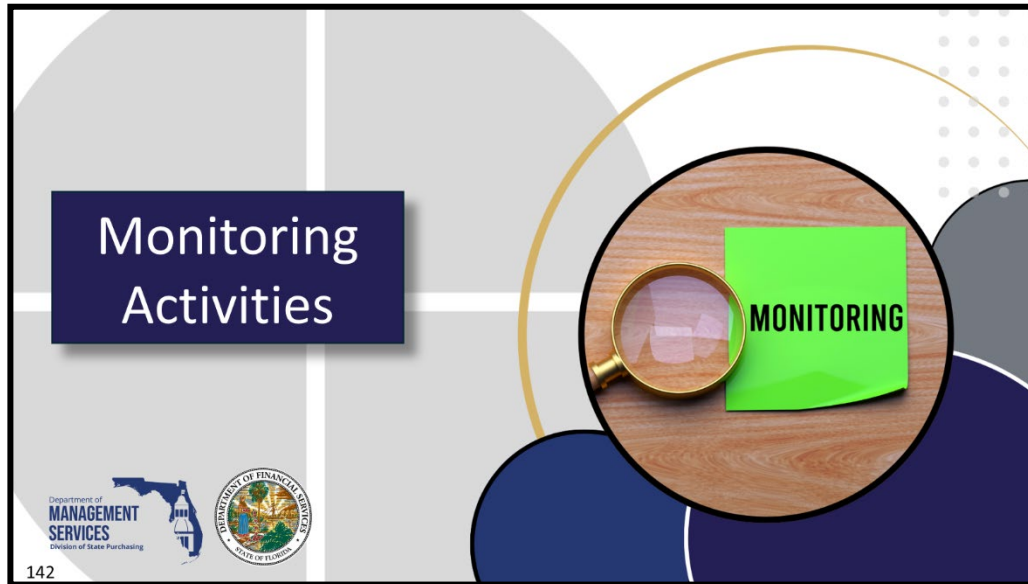
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8.1-3	Insurance documentation	Audit report	Report review	Yearly		Received 12/1/2024

Establish due dates to verify completion.

When requirements are not met, reach out to the contractor for additional information.

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Monitoring Activities





Monitoring Activities




 <p>Onsite Reviews and Observations</p> <p>Allows contract managers to interview staff, look at contractor files and see firsthand the day-to-day operations of the program. If review is conducted by phone, follow up with and email to document conversation.</p>	 <p>Periodic Contact</p> <p>Allows contract managers to build rapport with the contractor. Can be by telephone, email, etc. If by phone, we should follow with an email to document the conversation.</p>	 <p>Contract / Audit Reports</p> <p>Contractors can be required to create and maintain reports to show evidence of the work completed. The contract manager should review the reports and data.</p>	 <p>Client Surveys</p> <p>Information is directly from those receiving the services.</p>	 <p>Invoice Reviews</p> <p>Invoices must be reviewed and checked for compliance once submitted.</p>
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Monitoring Activities





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Client Surveys

Information is directly from those receiving the services.



Invoice Reviews

Invoices must be reviewed and checked for compliance once submitted.

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Monitoring Activities





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Invoice Reviews

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146



This slide, titled "Monitoring Activities", is part of a presentation for the Department of Management Services, Division of State Purchasing. It features five monitoring methods: Onsite Reviews and Observations, Periodic Contact, Contract / Audit Reports, Client Surveys, and Invoice Reviews. Each method is accompanied by an icon and a brief description. The slide also includes the department's logo and the Florida State Seal.

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147



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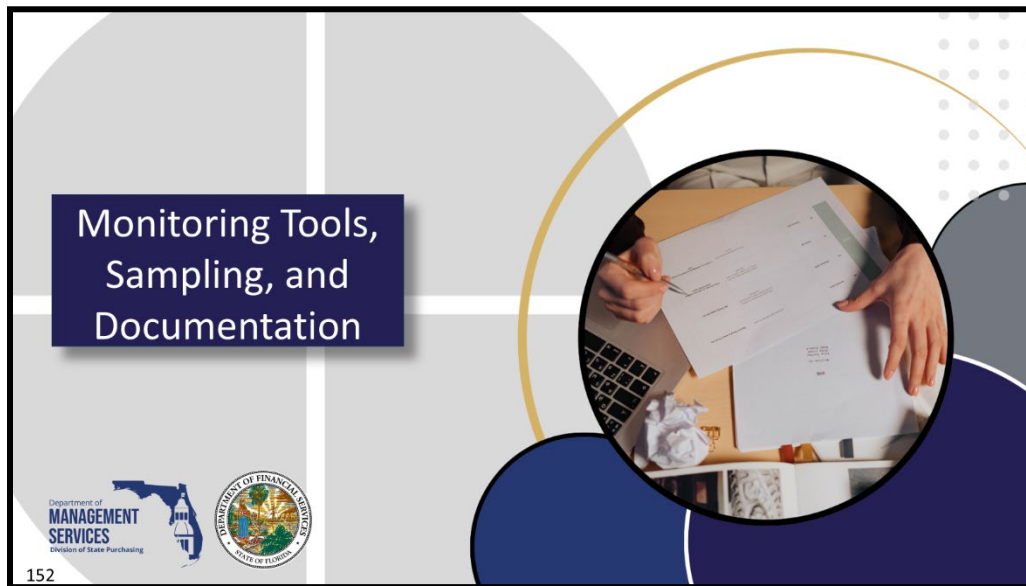
148


Monitoring Activity

For this activity, examine the deliverable tracker below and decided how you would monitor this deliverable using the tracking methods discussed previously.



Services/ Deliverables to be Provided	Service Level Expectation	Measurement Period	Financial Consequence	Calculation/Measurement/Verifi cation Details	Stabilization Period and Details of imposed Financial Consequence
Critical priority system fixes or modifications	Implement fixes within 3 business days	Monthly	\$6,000 per Business Day past 3 days.	The Contractor will implement 100% of fixes to system defects categorized as Critical and under Contractor's control within three Business Days. <ul style="list-style-type: none"> Contractor will conduct bi- weekly meetings with the Department to discuss new/priority issues. 	The Contractor is allowed two additional Business Days for implementation of Critical Priority system fixes or modifications within two months after Release 3 Go Live


Monitoring Tools





Monitoring Tool








- Formally documents the monitoring activity.
- Identifies the criteria used to assess the contractor's performance and compliance.
- Should include requirements that are critical to your project's success.


Customize your monitoring tool based on your agency's agreement requirements.

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Monitoring Tool





Should identify:

- Detailed information regarding the monitoring activity itself (date, time, location, reviewer, etc.).
- Each requirement (criteria) being evaluated.
- Documentation examined.
- Comments and results.

Results should be based on evidence and documented observations.

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Florida Certified Contract Manager Participant Guide

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Monitoring Tool Example

Monitoring Tool					
<u>Contract Number(s):</u> <u>Provider Name:</u> <u>Provider Type:</u> <u>Program Name(s):</u> <u>Review Period:</u> <u>*Reviewer Name(s) & Title(s):</u> <u>Review Type:</u> <u>Review Date(s):</u> <u>FSAA Determination (Vendor or Recipient/Sub-Recipient):</u> Items color-coded yellow will not receive a deficiency for a No answer. All other No answers will require the creation of a deficiency. There should be detailed comments, as applicable for each review criteria.					
A. Operational	C,D,O	YES	NO	N/A	Comments to Include Documents Reviewed
1. Are there written policies and procedures that address the following activities: (only one deficiency will be noted for all non-compliant applicable policies in this section)	C, D, O				For C and D, confirm with the provider they have the applicable policies and procedures. Ensure copies are in the contract file. For O, review the applicable policies and procedures Onsite and obtain copies for contract file.
a. Travel					
b. Purchasing					
c. Property					
d. HIPAA					
e. MIS Security					
f. E-Verify					
g. Training					
h. Hazardous Waste Disposal					
i. PREA					
2. Does the provider have an approved Continuity of Operations Plan (COOP)?	C,D,O				
3. Are invoices being submitted directly to the contract manager as outlined within the contract following the end of the month for which services are rendered? Report on any delayed submittal of invoices and the reason(s) from the provider.	C,D,O				

C- Checklist
 D – Desk Review
 O – On-Site Review

*By Completion of the Administrative Compliance Review Tool and Process, the contract manager is attesting they have reviewed the information during the reported review period and information reviewed is in compliance with contract terms and condition. Any issues or concerns with compliance must be reported to your supervisor and provider and if needed, any applicable Department area(s). Falsification of provider staff background screenings reviews will result in disciplinary action, up to dismissal.


Revised for July 1, 2024

Page 1

Sampling

Sampling

Department of
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Division of State Purchasing




2

Samples normally represent the population

1

Determine the total population



Document how you selected sample items


3

155

Documentation and Reports


Documentation

Department of
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Division of State Purchasing

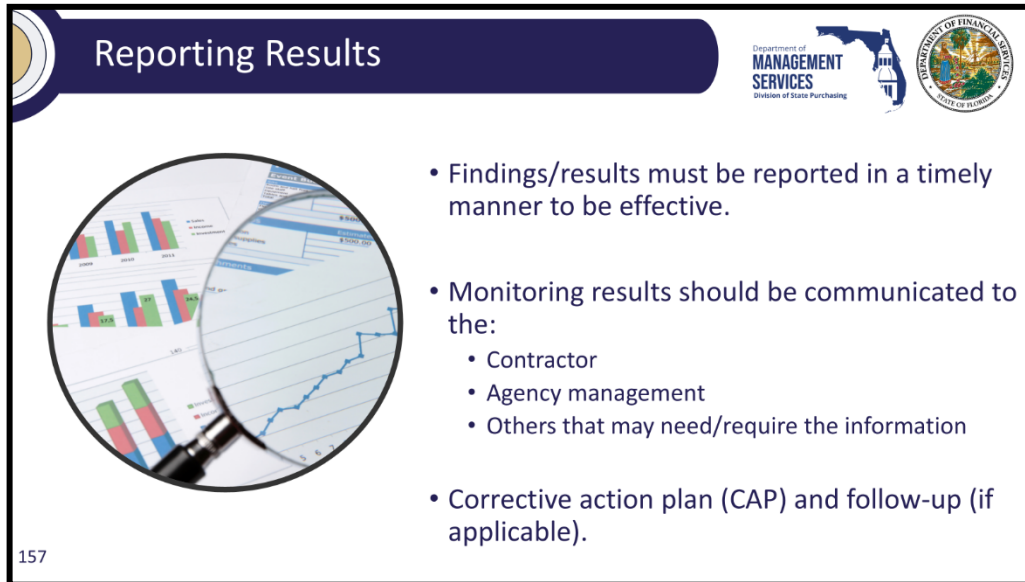


Examples:

- Paid detailed invoices – statements are not adequate.
- Cancelled checks/Bank statements.
- Payroll Registers/Signed Employee Project Time Sheets.
- Travel vouchers in accordance with s. 112.061, F.S.
- Case notes.
- IRS Return (Not-For-Profit Organizations.)
- Attendance records/Sign-in sheets.



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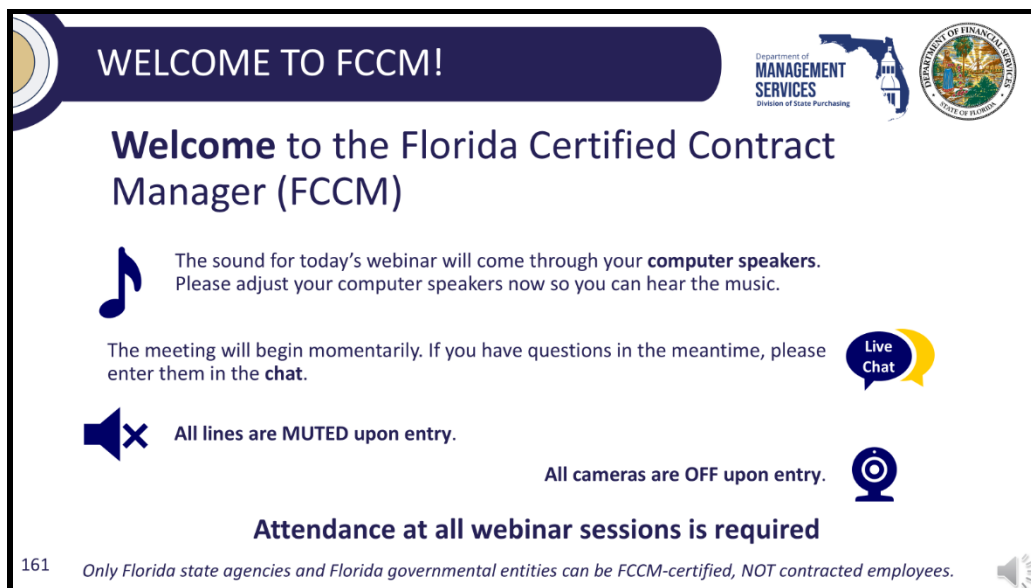


The slide features a dark blue header with the title "Reporting Results" in white. To the right of the title are the logos for the Department of Management Services and the State of Florida. The main content area includes a circular inset image on the left showing a magnifying glass over a bar and line chart. To the right of this image is a bulleted list of reporting requirements. The slide number "157" is in the bottom left corner.

Reporting Results

- Findings/results must be reported in a timely manner to be effective.
- Monitoring results should be communicated to the:
 - Contractor
 - Agency management
 - Others that may need/require the information
- Corrective action plan (CAP) and follow-up (if applicable).


IV. Module 3: Terms and Conditions




The slide has a dark blue header with the text "WELCOME TO FCCM!". Below this is the title "Welcome to the Florida Certified Contract Manager (FCCM)". The slide contains several instructions and icons: a musical note icon for audio instructions, a chat bubble icon for a live chat, a muted speaker icon for audio status, and a camera icon for video status. The slide number "161" is in the bottom left corner, followed by a disclaimer.

WELCOME TO FCCM!

Welcome to the Florida Certified Contract Manager (FCCM)

 The sound for today's webinar will come through your **computer speakers**. Please adjust your computer speakers now so you can hear the music.

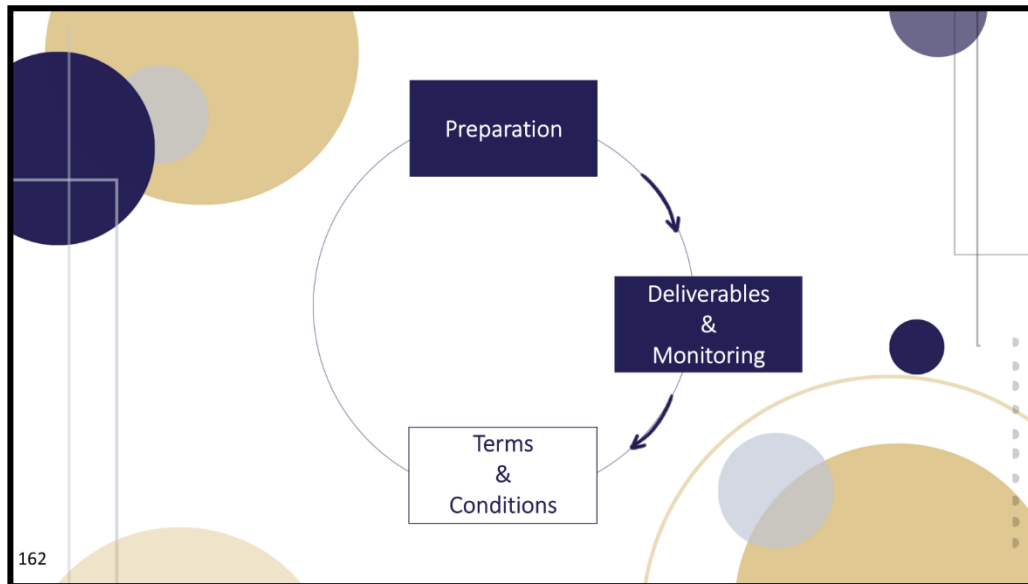
The meeting will begin momentarily. If you have questions in the meantime, please enter them in the **chat**.

 All lines are **MUTED** upon entry.

All cameras are **OFF** upon entry.


Attendance at all webinar sessions is required

161 Only Florida state agencies and Florida governmental entities can be FCCM-certified, NOT contracted employees.



Module 3 – Terms and Conditions



Department of
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Division of State Purchasing



Module Topic:

- Financial Consequences
- Enforce Terms and Conditions
- Corrective Action Plans
- Delays
- Invoices
- Conflict Resolution

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Objectives

By the end of this module, learners will be able to:


- Summarize the role of financial consequences in contracts and identify appropriate situations for their application.
- Evaluate and select appropriate remedies for enforcing contract terms and conditions.
- Determine how to address non-compliance and non-performance.

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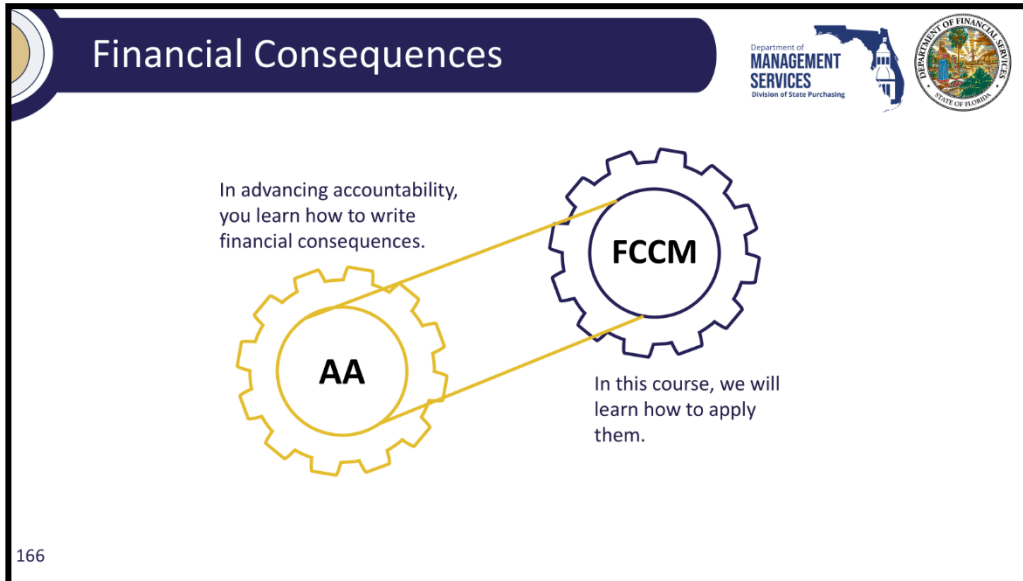
Financial Consequences

Financial Consequences




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Financial Consequences

Department of
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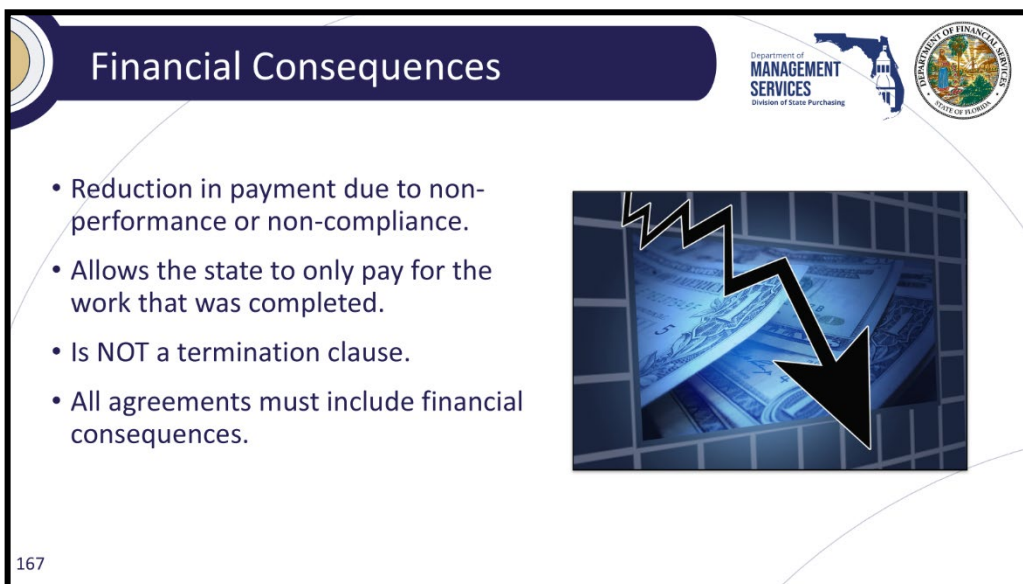
In advancing accountability,
you learn how to write
financial consequences.

AA

FCCM


In this course, we will
learn how to apply
them.

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Financial Consequences

Department of
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Division of State Purchasing



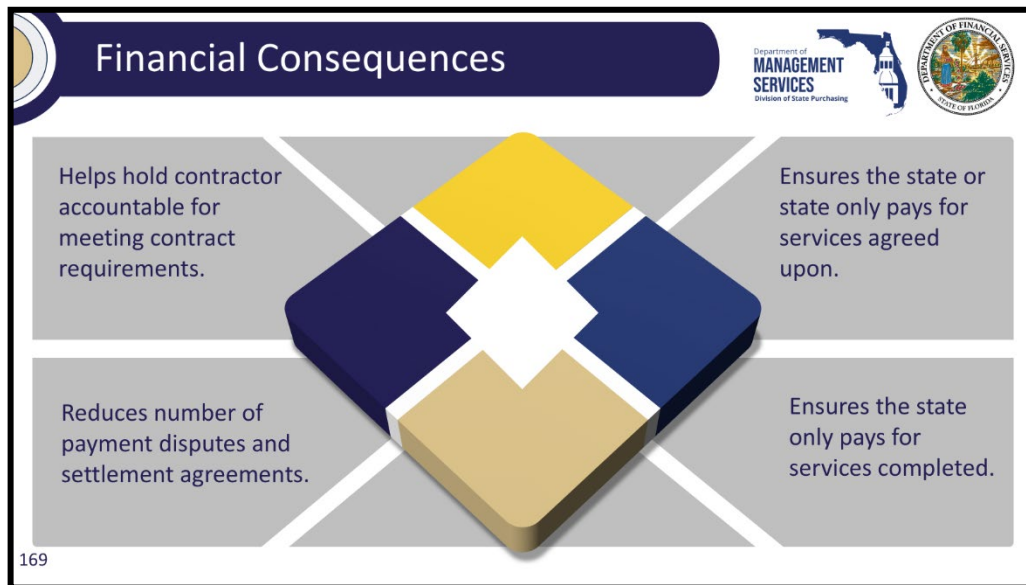
- Reduction in payment due to non-performance or non-compliance.
- Allows the state to only pay for the work that was completed.
- Is NOT a termination clause.
- All agreements must include financial consequences.



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Financial Consequence Example

4.0 <u>DELIVERABLES AND FINANCIAL CONSEQUENCES</u>						
The Contractor shall, at a minimum, provide the following deliverables:						
Deliverable Number	Deliverable Description	Deliverable Tasks and Requirements	Due Date	Payment	Service Level	Financial Consequence
D1	Project Plan	Provide a detailed Project Plan including a schedule for all major tasks. The plan should outline a timeline for key activities and deliverables and be presented regularly as required. The Client may request revisions within 15 days of submission.	Submit by August 1, 2022	10% of Total Project Cost	Plan must be submitted on time. Payment is made after final approval or if not rejected within 15 days.	For delays up to 5 days: \$1,000 per day. For delays beyond 5 days: \$5,000 per day.
D2	Checkpoint 1	Conduct a progress review meeting to discuss project milestones. The progress should reflect a minimum of 5% of total project completion. Provide a high-level written report and include required demographic analyses.	Meeting by October 5, 2022; Report at the meeting	5% of Total Project Cost	Contractor will attend the meeting and submit the report on time.	\$750 forfeited for each day of delay.
D3	Status Report 1	Provide a status report detailing project progress, updates, and anticipated completion dates to key stakeholders and the Client. Submit a draft to the Client for review at least five business days before the final due date.	Submit by November 1, 2022	5% of Total Project Cost	Timely submission to all parties. Full payment is contingent upon submission to all required stakeholders.	\$5,000 forfeited for each day of delay. Failure to submit to key stakeholders results in full forfeiture of payment.
D4	Checkpoint 2	Conduct a progress review meeting to discuss project status. The progress should reflect at least 10% of total project completion. Provide a high-level written report.	Meeting by December 5, 2022	5% of Total Project Cost	Contractor will attend the meeting and submit the report on time.	\$750 forfeited for each day of delay.



Financial Consequence Example II

**Exhibit B
Financial Consequences**

The following financial consequence(s) will apply for non-performance of the Contract by Examsphere ("Contractor"). The entity reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with provisions of the Contract. These consequences for non- performance are not to be considered penalties.

The financial consequences will result in a reduction of payment owed to Examsphere per exam proctored for each invoice period. These consequences are individually assessed for failures of each performance measure.

SLE Number	Services/ Deliverables	Service Level Expectation	Measurement Period	Financial Consequence	Calculation/Measurement/ Verification
SLE-33	Security Patch/ Notification	Notify the Department within 30 days after a security patch has been released.	Per release and Department approval of Security Patch.	\$500 per Business Day after 30 Business Days from the date the patch has been released.	<p>The Contractor will notify and obtain approval from the Department for implementing security patches for the online proctoring solution for which the Contractor is responsible.</p> <p>SLE Days = Number of calendar days between security patch availability and Department email notification.</p>

Financial Consequence Written Example

Ms. Kathy Doe
Examsphere
5678 Test Court
Chicago, IL 60605

Dear Kathy,

According to section # of the Service Provider Contract dated July 1, 2023, between Examsphere and the Department of Management Services (“Department”), Examsphere is accountable for payment reduction as specified in Exhibit B, Financial Consequences. In May 2023, Examsphere failed to meet service level expectation 33 (SLE-33) notify the department within 30 days after a security patch has been released for the online proctoring solution. Examsphere notified the department of patches 3 business days after the 30 days given to them.

To address this fee, please deduct \$1,500 from your upcoming invoice for services.

Should you have any questions regarding this matter, do not hesitate to contact me.

Sincerely,
John Smith
Contract Manager

Financial Consequences Activity

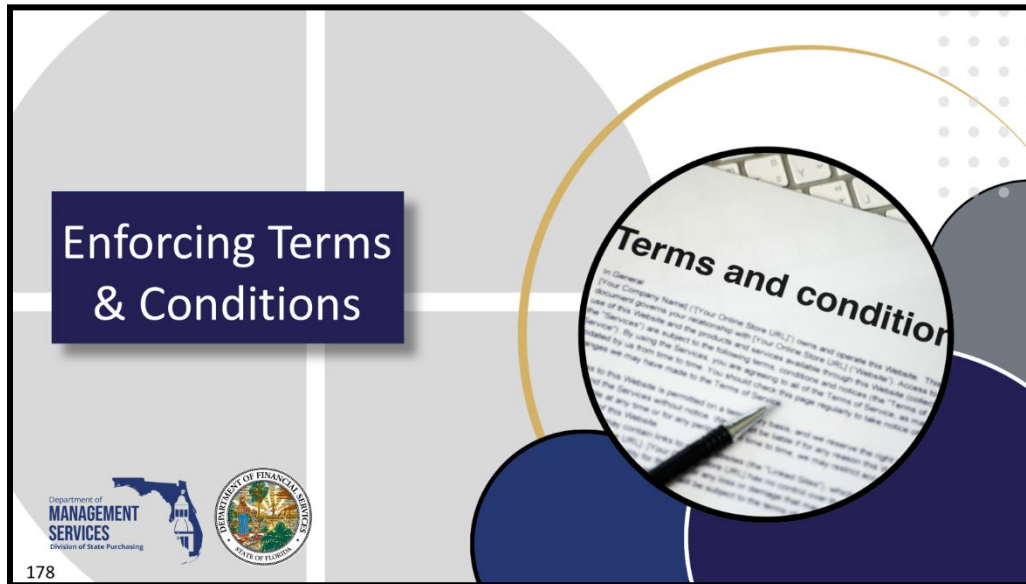
In this activity, you will need to review the deliverables and financial consequences section of the provided contract, as well as the deliverable tracker. Analyze these documents to determine if a financial consequence should be implemented. If you conclude that a financial consequence is appropriate, indicate the amount to be deducted from the invoice.

Contract Deliverable Tracker					
Contract Number and Name: Contract Number 77320200-02-1 Management Consulting Services					
Deliverable Number	Deliverable Description	Deliverable Task	Due Date	Verification Documents	Verification Date
D1	Project Plan	Provide a detailed Project Plan including a schedule for all major tasks. The plan should outline a timeline for key activities and deliverables and be presented regularly as required. The agency may request revisions within 15 days of submission.	8/1/2024	Project plan	Received the Project Plan on August 1, 2024. The plan was accepted and approved on August 6, 2024.
D2	Quarterly Checkpoints	<p>Conduct a progress review meeting quarterly to discuss project status. Progress should reflect the below listed requirements of total project completion. Provide a high-level written report for submission at each meeting:</p> <p>October 4, 2024 – 5% completion</p> <p>January 6, 2025 – 15% completion</p> <p>April 4, 2025 – 25% completion</p> <p>July 7, 2025 – 40% completion</p> <p>October 6, 2025 – 60% completion</p> <p>January 5, 2026 – 75% completion</p> <p>April 6, 2026 – 90% completion</p>	<p>October 4, 2024</p> <p>January 6, 2025</p> <p>April 4, 2025</p> <p>July 7, 2025</p> <p>October 6, 2025</p> <p>January 5, 2026</p> <p>April 6, 2026</p>	Meeting attendance Milestone report	<p>October 4, 2024 - Had a meeting and received written report that included analyses for deliverables for the first quarter. At the end of the meeting, missing information was requested by the agency. The revised report was resubmitted on October 14, 2024.</p> <p>January 6, 2025 - TBD</p> <p>April 4, 2025 - TBD</p> <p>July 7, 2025 - TBD</p> <p>October 6, 2025- TBD</p> <p>January 5, 2026 - TBD</p> <p>April 6, 2026 - TBD</p>

D3	Status Reports	<p>On a quarterly basis, provide a draft status report detailing project progress, updates, and anticipated completion dates to key stakeholders and the agency. Any requested updates to the draft must be made within 5 business days. Draft reports must be submitted quarterly, no later than the following dates:</p> <p>October 30, 2024</p> <p>January 30, 2025</p> <p>April 30, 2025</p> <p>July 30, 2025</p> <p>October 30, 2025</p> <p>January 30, 2026</p> <p>April 30, 2026</p>	<p>October 30, 2024</p> <p>January 30, 2025</p> <p>April 30, 2025</p> <p>July 30, 2025</p> <p>October 30, 2025</p> <p>January 30, 2026</p> <p>April 30, 2026</p>	Status Report Document	<p>Received status report for the deliverable on 10/30/2024. Agency approved report on 11/4/24.</p> <p>January 30, 2025 - TBD</p> <p>April 30, 2025 - TBD</p> <p>July 30, 2025 - TBD</p> <p>October 30, 2025 - TBD</p> <p>January 30, 2026 - TBD</p> <p>April 30, 2026 - TBD</p>
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Deliverable Number	Deliverable Description	Deliverable Tasks and Requirements	Due Date	Payment	Service Level	Financial Consequence
D1	Project Plan	Provide a detailed Project Plan including a schedule for all major tasks. Outline a timeline for key activities and deliverables. Present the plan regularly as required. The Client may request revisions within 15 days of submission. Revisions must be made within 5 business days.	Submit by August 1, 2024	10% of Total Project Cost	Plan must be submitted on time and in accordance with the requirements listed in the scope of work. Payment is made after final approval or if not rejected within 15 days.	\$1,000 per calendar day for each day the project plan is not submitted after the due date. For any revisions required, a \$500 financial consequence will be imposed per calendar day the revisions are late.
D2	Quarterly Checkpoints (7)	Conduct a progress review meeting quarterly to discuss project status. Progress should reflect the below listed requirements of total project completion. Provide a high-level written report for the submission at each meeting: October 5, 2024 – 5% completion January 5, 2025 – 15% completion April 5, 2025 – 25% completion July 5, 2025 – 40% completion October 5, 2025 – 60% completion January 5, 2026 – 75% completion April 5, 2026 – 90% completion	Each quarterly meeting must be held no later than the date listed	5% of Total Project Cost per meeting	Contractor will schedule and attend each quarterly checkpoint meeting and submit the report on time, reflecting the required project completion for that time frame.	\$750 per calendar day for each day past the due date that the meeting is not held for each quarterly meeting. If the report is not submitted at the meeting or does not reflect the minimum required completion percentage of total project completion for that quarter, a \$750 financial consequence will be imposed for every calendar day past the date of the meeting until the report is received with necessary project completion documented.
D3	Status Reports (7)	On a quarterly basis, provide a draft status report detailing project progress, updates, and anticipated completion dates to key stakeholders and the Client. Any requested updates to the draft must be made within 5 business days. Draft reports must be submitted quarterly, no later than the following dates: October 30, 2024 January 30, 2025 April 30, 2025 July 30, 2025 October 30, 2025 January 30, 2026 April 30, 2026	Submit no later than the dates listed	5% of Total Project Cost per report	Timely submission to all parties. Full payment is contingent upon submission to all required stakeholders.	\$5,000 per calendar day for each day the draft report is submitted past the due date. For any revisions required, a \$1,000 financial consequence will be imposed per calendar day that the revisions are late.
D4	Comprehensive Review final report	Assess facilities, staff, and space, as required in the Scope of Work. A complete and final report of all findings and recommendations must be submitted no later than June 1, 2026. Any edits or requested changes to the report must be completed within 5 business days of notification from the department.	June 1, 2026	10% of Total Project Cost	Comprehensive review must be submitted on time and in accordance with the requirements listed in the scope of work. Payment is made after final approval or if not rejected within 15 days.	\$1,000 per calendar day for each day the comprehensive review final report is not submitted after the due date. For any revisions required, a \$500 financial consequence will be imposed per calendar day the revisions are late

Enforcing Terms and Conditions



Financial Consequences vs. Liquidated Damages

Department of
MANAGEMENT
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Division of State Purchasing



Financial Consequences

- Methodology for reducing payment due to non-performance, non-compliance.
- Generally required for agreements in excess of Category Two, \$35,000.
- State only pays for services received.


Liquidated Damages

- Pre-determined damages to compensate the state for losses.
- Not required for agreements.
- Enforcement is at the agency's discretion.
- Should not be confused with financial consequences.


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Liquidated Damages

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Division of State Purchasing



- Silver Springs State Park has four glass bottom boats. The capacity for each boat is 20 people. Admission is \$5 per person. Each boat takes a total of 10 trips per day.
- Contractor is to provide daily glass cleaning and maintenance on all boats.
- Contractor neglected to provide cleaning and maintenance for one boat, and it is unable to run for the day.
- Liquidated damages for lost revenue is imposed at \$1,000.



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Florida Certified Contract Manager Participant Guide

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Liquidated Damages

Department of
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Division of State Purchasing



Are these liquidated damages effective?


Liquidated Damages
\$1,000



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Enforce Terms and Conditions

Department of
MANAGEMENT
SERVICES
Division of State Purchasing




Settlement Agreements:



- Used when the amount owed to a contractor is in dispute.



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Enforce Terms and Conditions



Settlement Agreement Situations:

- To settle contract dispute.
- Absence of an executed agreement.
- Agreement was executed after services were rendered.
- Additional services not included in the agreement were provided.
- Services were rendered after the agreement expired.



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Corrective Action Plan



Corrective Action Plan






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Corrective Action Plan

A corrective action plan (CAP) is used to gain information for the contractor to resolve multiple issues. It involves the contractor outlining in a concise paragraph how they intend to address identified deficiencies.

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Corrective Action Plan

The corrective action plan should:

- Clearly address identified deficiencies.
- Detail contractor's plan to correct issues.
- Include a timeframe for resolution.

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Corrective action plan Example I

Corrective action plan Example II

[illegible]

Corrective Action Plan Example II

	<p>NORTH COUNTY PROCUREMENT DIVISION 800. NORTH STREET, 2ND FLOOR TALLAHASSEE, FL 32301 MAIN: (850) 236-5837</p>
REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES	
Vendor Name: <u>NeoSolutions, Inc.</u> <small>Pat Brown, Project Coordinator Mail Processing Centers</small>	Contract/Purchase Order No.: <u>State Contract 365871100-87-</u> Pat Brown 9-22-2022
Report Prepared by: _____ <small>(Name and Title)</small>	<small>(Signature) / (Date)</small> Rick Smith 9-22-2022
Dept/Division Approval: <u>Rick Smith, Manager</u> <small>(Name and Title)</small>	<small>(Signature) / (Date)</small> Rick Smith 9-22-2022
Statement of Problem: _____ <small>Contract Administrator Signature</small>	Sam Louis <small>Sr. Contract Administrator Signature</small>

Before September 2021, scanners at the Courthouse failed to sync with NeoSolutions, Inc.'s online tracking system. After unsuccessful attempts by the ISS department and NeoSolutions' on-site fixes, the scanner was shipped to NeoSolutions for repair on October 4, 2021. Despite its return a week later, syncing issues persisted, forcing staff to find workarounds. Multiple calls to NeoSolutions' service line and attempts to resolve the issue have been unsuccessful, rendering the scanners useless at the court house.

[Attach additional sheets and documentation as necessary]

The above complaint has been submitted by a County Division / Department. Complete the response below and return to North County Procurement Division at the address indicated above. Failure to respond may result in the County withholding payment on your invoice or could be cause for disqualification from future business opportunities with North County.

VENDOR'S RESPONSE TO COMPLAINT

In the space below (or via attachment), kindly respond within 5 business days.

Response to Complaint AND Plan for Resolution of Problem:

NeoSolutions, Inc. sent a technician on October 10th, 2022, but they couldn't enter due to security clearance issues. We're working with Pat Brown to expedite clearance, which may take 2 to 3 weeks. Meanwhile, we propose: authorize tech support to reset and update four TC51 Handhelds, which will be promptly shipped back. Once cleared, we'll configure the network with the county IT team for handheld communication. NeoSolutions will handle Wi-Fi setup and testing. We'll keep in touch with Pat Brown to expedite clearance and provide a firm resolution date by October 31st, 2022.

[Attach additional sheets and documentation as necessary]

Vendor Representative: <u>Alex Taylor CEO NeoSolutions</u> <small>(Name and Title)</small>	<u>Alex Taylor</u> 10-12-2022 <small>(Signature) / (Date)</small>
Representative Contact: <u>239-865-5874</u> <small>(Phone Number)</small>	<u>AlexTaylor@neosolutions.com</u> <small>(E-Mail Address)</small>

Procurement (Rev. 07/2019)

Corrective Action Plan

Contractors submit their corrective action plans (CAPs), detailing proposed solutions. Entities review and authorize CAPs.

Best Practices

- Clear communication
- Proactive issue resolution
- Collaborative relationships

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Corrective Action Plan Follow-up Email

Send

To AlexTaylor@neosolutions.com

Cc

Corrective Action Plan Follow-up

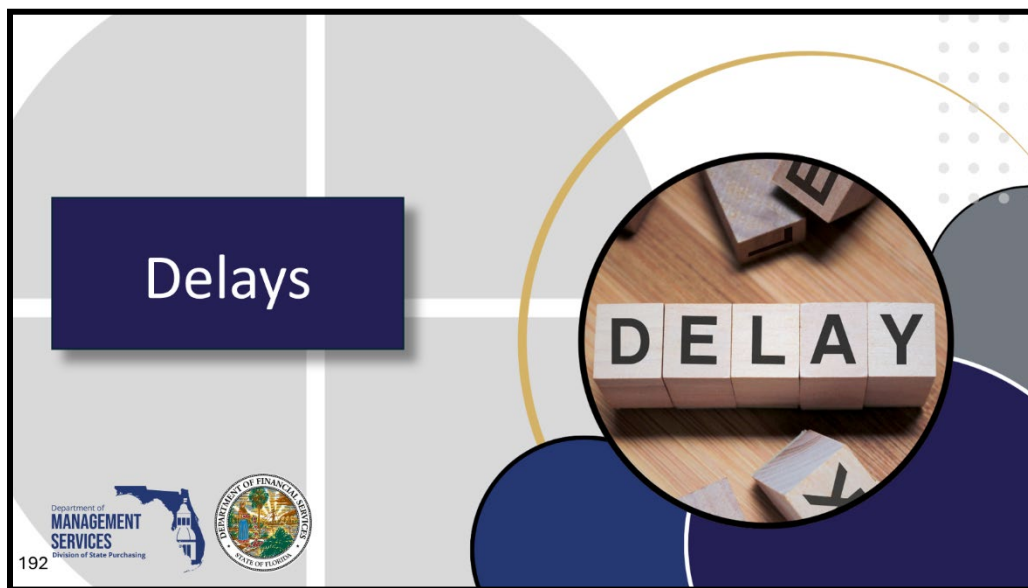
Due to the failure of NeoSolutions Inc. failure to sync courthouse scanner rendering the scanners useless and service level expectation 12: High priority system fixes or modifications, a Corrective Action Plan (CAP) must be sent to the Agency by October 14 ,2022. The purpose of the CAP is to find and apply immediate fixes to prevent similar mistakes in the future. NeoSolutions Inc. needs to submit a CAP that includes:

- What changes the vendor make to correct the issue.
- What steps will the vendor take to prevent it from happening again.
- Who will be responsible for these actions.

Always here to assist,


Contract Manager

Delays




Delays – Excusable

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Caused by factors outside of the contractors' control.

- Force Majeure (Acts of God):
 - Hurricane.
 - Earthquake.
 - Tornado.
 - Flood.



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Delays – Excusable

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Caused by factors outside of the contractors' control.

- Act of Public Agency:
 - Any action taken by an agency to enable or ensure health, safety, or welfare of citizens (e.g., response to terrorist events, epidemic.)
- Fires, Freight Embargoes:
 - That are not caused by the contractor's negligence.



194


Delays – Excusable

Remedies can include changes to:


- Deliverable timeline.
- Delivery/inspection location.
- Specifications within scope of work.

All changes must be documented and incorporated by amendment, as necessary.

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Delays – Not Excusable


Considered to be avoidable and any actions are within the control of the contractor:

- Financial problems - Contractor has cash flow problems.
- Lack of equipment - Contractor equipment is inadequate or back-ordered
- Personnel issues - Labor strike.
- Lack of materials.
- Lack of knowledge - Personnel turnover.

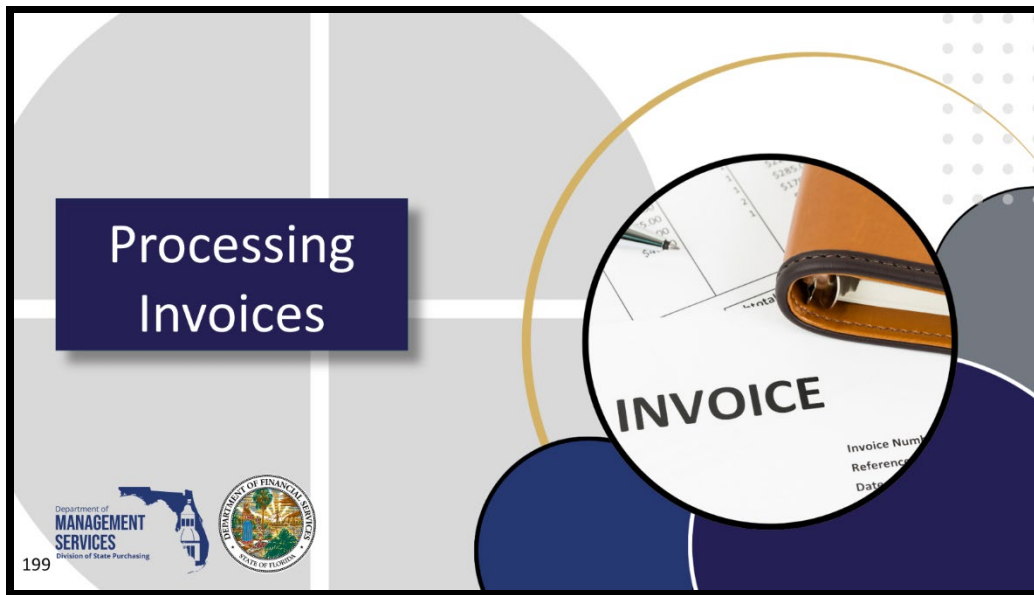
196




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Processing Invoices





Process Invoices




Agencies must approve and file invoices with the Chief Financial Officer within 20 days.
s. 215.422(1), F.S.

20-day clock starts on the latter of:


- Date the complete and accurate invoice is received.
- Date the goods are received and approved.
- Date the services are received and approved.

The clock resets if an invoice is sent back to the contractor for corrections.





Remember to always date stamp!


200




Process Invoices





- Gain reasonable assurance that commodities/contractual services have been satisfactorily provided within the terms of the contract.
- Complete any agency-unique requirements.
- Certify all contractual services have been satisfied.
- Verify and document.



201



Process Invoices



- Review invoice for accuracy and completeness:
 - Description of the item(s).*
 - Number of units.*
 - Cost per unit.*
 - Service dates coincide with the invoice period.
 - Minimum level of service has been provided.
 - Amount invoiced coincides with the terms of the contract.
- Ensure any required supporting documentation has been submitted.

**Rule 69I-40.002, Florida Administrative Code*

202

104

Reviewing Invoice Activity

You have received an invoice for proctoring services. According to the contract, the proctoring service charges \$13.00 per exam. The exam log spreadsheet from the proctoring service indicates that 120 exams were conducted in February. After a desk audit revealed no financial consequences, the total amount of \$1,560 for 120 exams is confirmed to be correct. Please review the invoice to verify it is accurate and complete.

ExamSphere

5678 Test Court

Chicago, IL 60605

Kathy@Examsphere.com

www.Examsphere.com



INVOICE

BILL TO

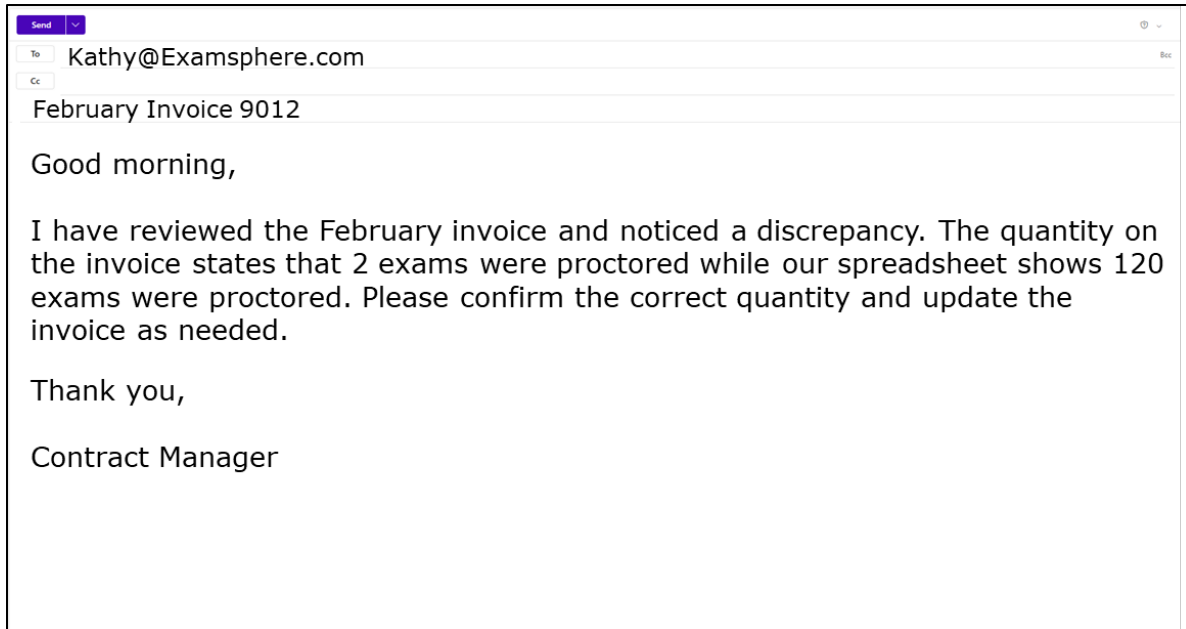
FDMS

4050 Esplanade Way

Tallahassee, FL 32399

INVOICE # 9012**DATE 03/01/2024**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/29/2024	Proctoring	Feb Exams 2/1/2024- 2/29/2024	2	13.00	1,560.00
PO A12B34					
BALANCE DUE					\$1,560.00



C

B

A

Disputing Invoices

For disputes about the receipt of commodities/contractual services:




213

C

B

Invoice may be prorated, reduced, or withheld according to the financial consequences established in the contract.




A

213

C

Partial or prorated payments must be made based on the deliverables that can be validated and supported by adequate documentation.



B

A

213

If no financial consequences are included in contract or documentation can't be provided, the payment should be withheld until appropriate documentation is received to document completion of deliverables associated with invoice.



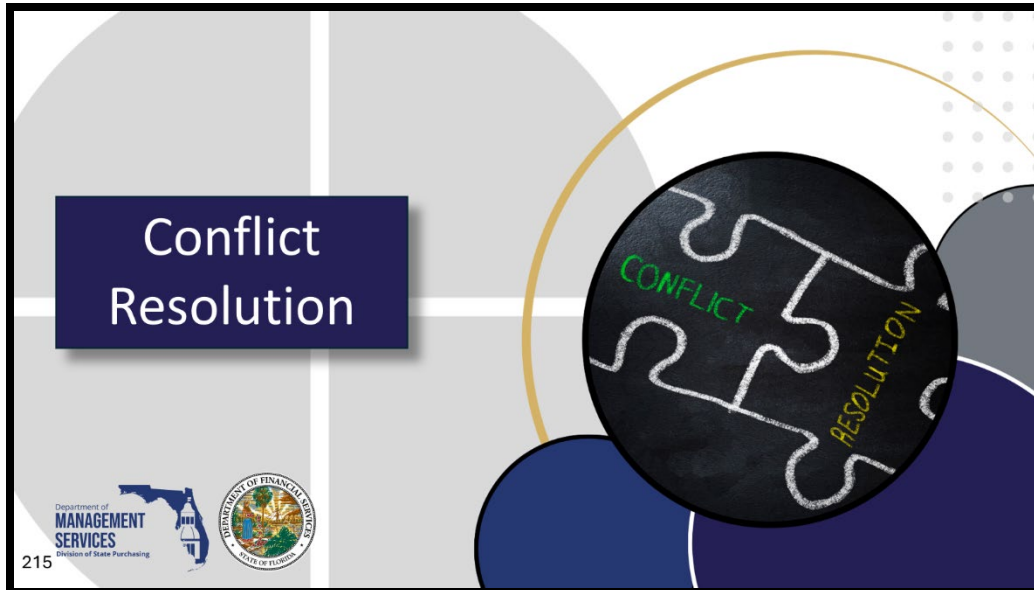
C

B

A

213



Conflict Resolution



A graphic titled "Conflict Resolution" in a dark blue box. To the right, a large black puzzle piece is shown, with the word "CONFLICT" in green and "RESOLUTION" in yellow. The background features abstract shapes in grey, white, and blue. In the bottom left corner, there is a logo for the Department of Management Services, Division of State Purchasing, and the State of Florida seal.

- Delays in contract management can lead to disputes between contractors and departments.
- Conflicts arise from disagreements on reasons for delays or solutions.
- Prompt and constructive resolution is essential to prevent escalation.
- Effective navigation involves understanding root causes and using strategic conflict resolution techniques.
- This helps all parties work towards a mutually agreeable solution and minimize future disruptions.



A circular inset image showing two people shaking hands over a table, symbolizing agreement or resolution.



Conflict Resolution

- Respect all parties
 - Pledge a fair process.
- Listen to all sides with an open mind
 - Listen to what is being said – the words, body language, intonation, etc.
- Identify and focus on the problem
 - Maintain a clear understanding of the issue.

217

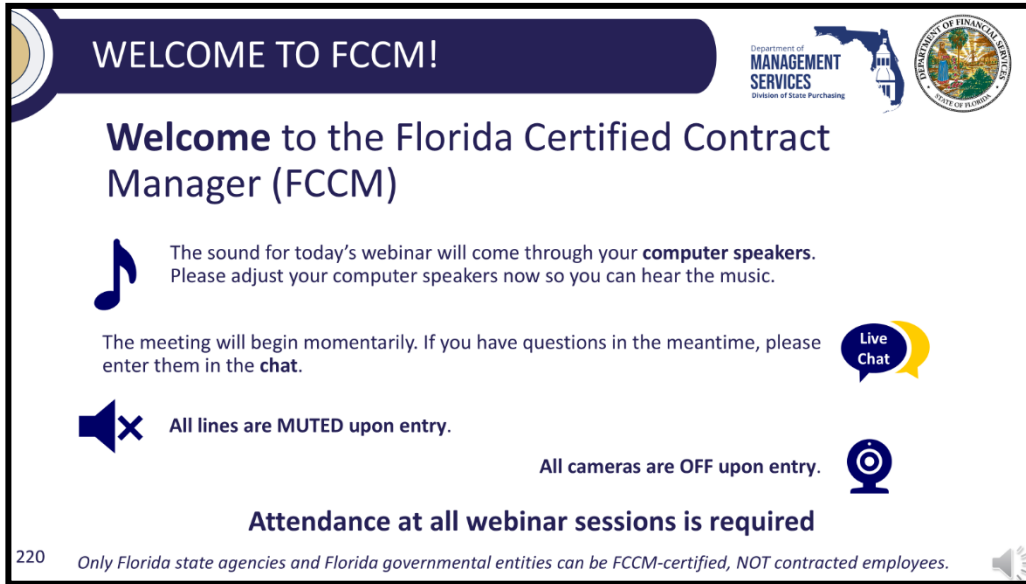


Conflict Resolution

- Think before acting
 - Consider all options and weigh possibilities.
- Communicate clearly
 - Convey your message purposefully.
- Follow your process
 - Remember the agreed-upon system of proceedings.


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V. Module 4: Changes and Closeouts




WELCOME TO FCCM!

Welcome to the Florida Certified Contract Manager (FCCM)

 The sound for today's webinar will come through your **computer speakers**. Please adjust your computer speakers now so you can hear the music.

The meeting will begin momentarily. If you have questions in the meantime, please enter them in the **chat**.

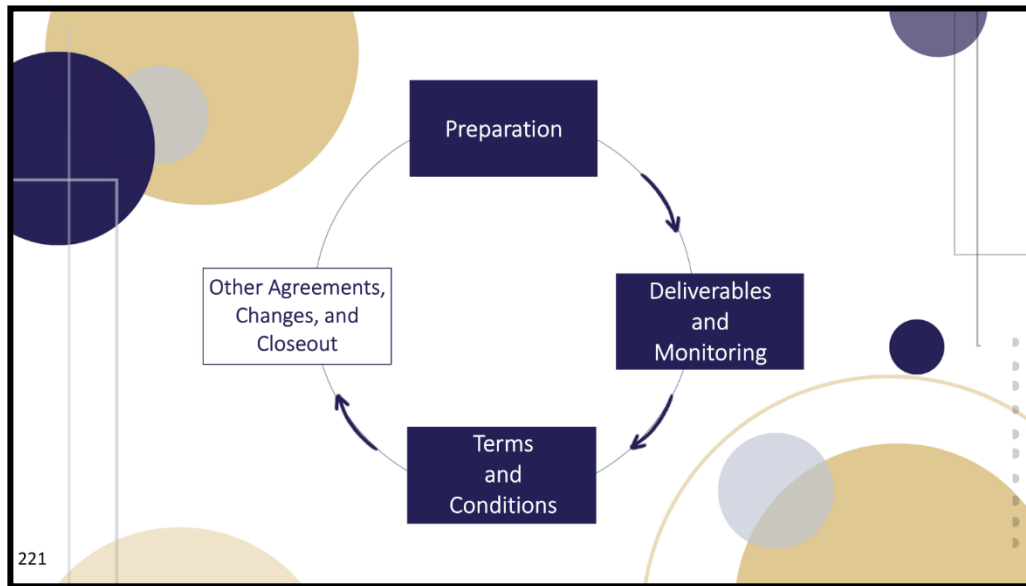
 All lines are **MUTED** upon entry.

All cameras are **OFF** upon entry.

Attendance at all webinar sessions is required

220 Only Florida state agencies and Florida governmental entities can be FCCM-certified, NOT contracted employees.

Logos for Department of Management Services and the State of Florida are present in the top right corner. A 'Live Chat' button is on the right side. A small speaker icon is in the bottom right corner.



Module 4 –Other Agreements, Changes and Closeout


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Module Topics:

- Technology Contracts
- Grants
- Changes to the Contract
- Negotiation
- Termination
- Contract Closeout

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Objectives



By the end of this module, learners will be able to:

- Determine best practices for managing technology contracts.
- Highlight the roles of the grant manager during the grant management process.
- Recognize the type of modifications that can be made to a contract.
- Understand the specific requirements for each type of modification.
- Highlight how negotiations may take place when managing contracts.
- Describe the requirements for closing out a contract.

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Technology Contracts



Technology Contracts



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Technology Contracts

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- Specific type of agreement that pertains to the use, development, and management of technology. They can address various elements such as:
 - Intellectual Property Rights
 - Data Security and Privacy
 - Service Levels Expectations and Performance Metrics
 - End User License and Agreements
 - Maintenance and Support

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Technology Contracts


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Service Level Expectations (SLEs) set standards, improve services, manage risks, satisfy clients, measure performance, and impact contract renewal. SLEs are commonly used in various categories of technology contracts in Florida, ensuring clear communication and accountability between parties.

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Technology Contracts





SLEs establish uptime for critical systems.



It's crucial to arrange all Service Level Expectations (SLEs) to clearly differentiate each SLE and measure their performance to satisfy tech contract requirements. Here is an example of organizing specific categories associated with SLEs.

Attachment B Service Level Expectations						
SLE Number	Services/Deliverables to be Provided	Service Level Expectation	Measurement Period	Financial Consequence	Calculation/Measurement/Verification Details	Stabilization Period and Details of Imposed Financial Consequence

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Technology Contracts

SLE 11 prioritizes troubleshooting system fixes or modifications. It's classified as critical for ensuring reasonable visibility of a solution suite. Without it, completing a vital business function would be difficult.

Services/Deliverables to be Provided	Service Level Expectation	Measurement Period	Financial Consequence	Calculation/Measurement/Verification Details	Stabilization Period and Details of Imposed Financial Consequence
Critical priority system fixes or modifications	Implement fixes within 3 business days	Monthly	\$6,000 per Business Day past 3 days.	The Contractor will implement 100% of fixes to system defects categorized as Critical and under Contractor's control within three Business Days. <ul style="list-style-type: none"> Contractor will conduct bi-weekly meetings with the Department to discuss new/priority issues. 	The Contractor is allowed two additional Business Days for implementation of Critical Priority system fixes or modifications within two months after Release 3 Go Live

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Technology Contract Monitoring Tool

Contract Service Level Expectation Operational Verification is a process to ensure that the service level expectations for a contract are being met. It checks if the services meet performance standards and fulfill contract requirements

SLE #	Service Level	Expectation	Stabilization	July	Aug	Sept
SLE-11	Critical priority system fixes or modifications	Implement fixes within 3 business days	Allowed to add two (2) business days for first two (2) months after implementation	Y	Y	Y

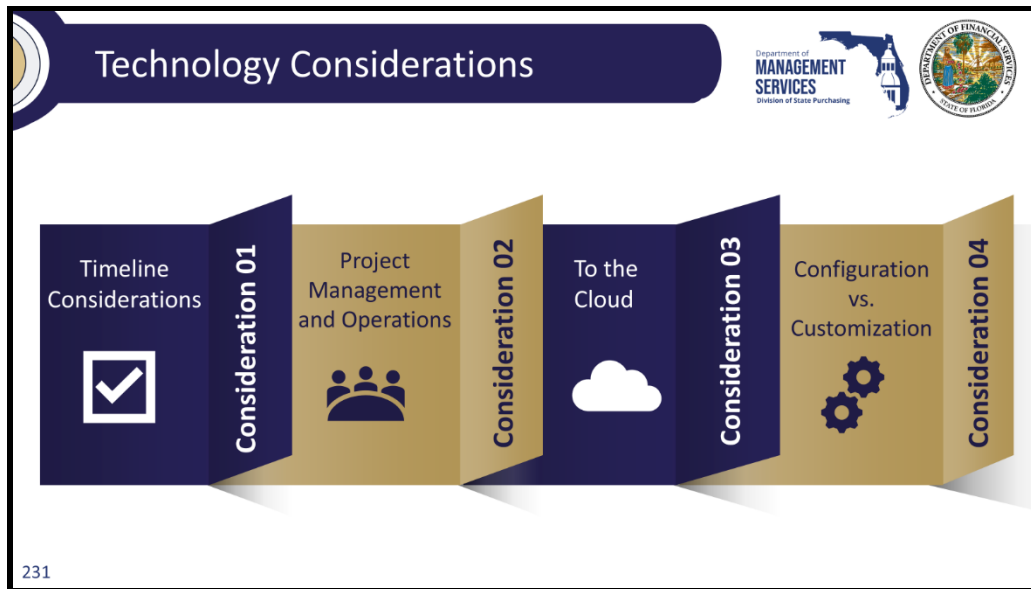
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Best Practices

- Set standards, improve services, and meet customer needs.
- Performance and influence contract renewal.
- Define SLEs clearly, monitor performance regularly, and data used for improvement.

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Grant Manager



Definition - Grant

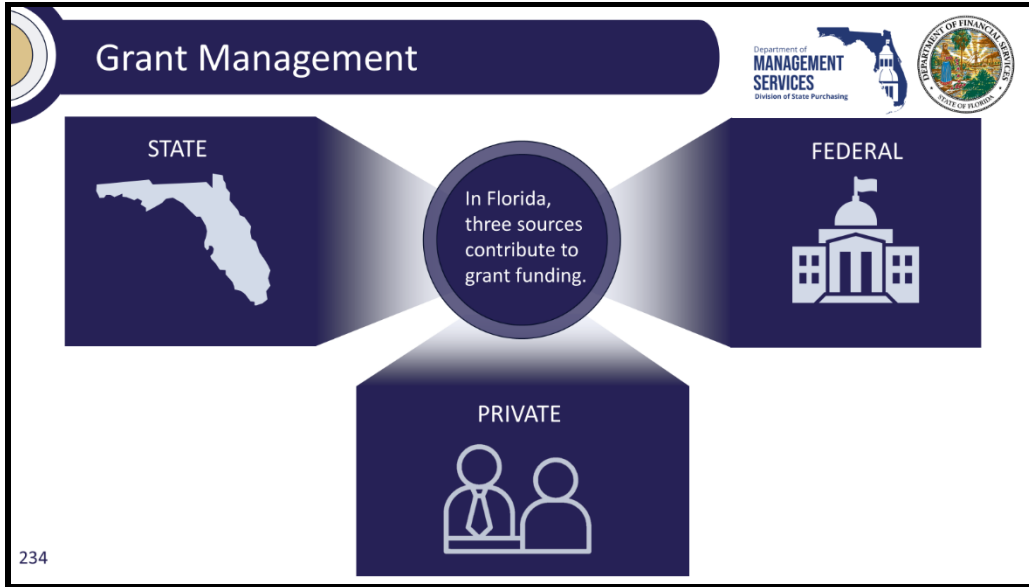
A grant is a financial assistance mechanism that provides money, property, or other direct support to an eligible entity to carry out an approved project or activity aimed at a public purpose.

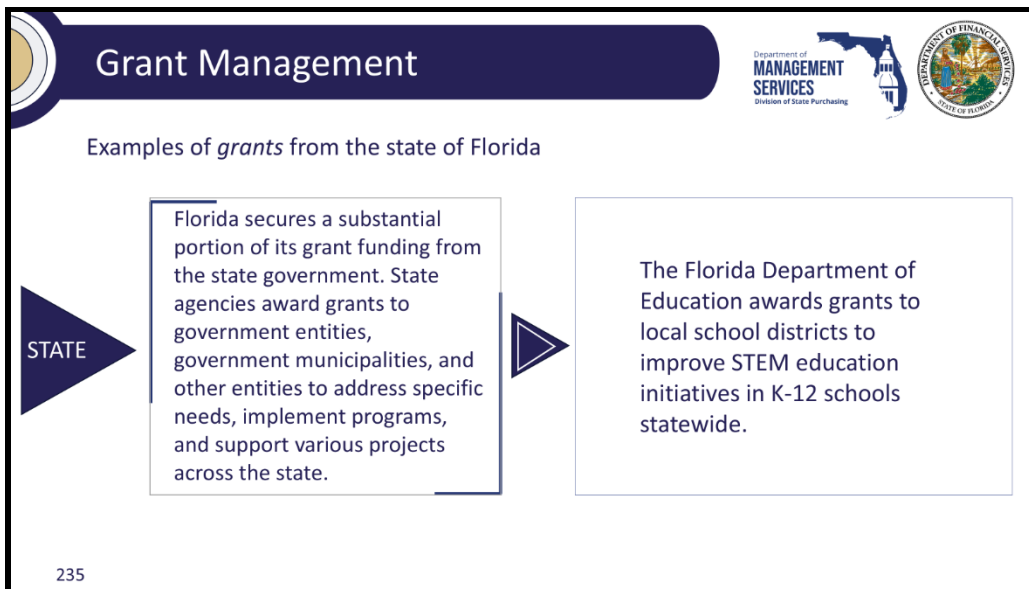



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DEPARTMENT OF FINANCIAL SERVICES
STATE OF FLORIDA







Grant Management



Examples of *grants* from the federal government

FEDERAL

Florida secures a substantial portion of its grant funding from the federal government. Federal agencies award grants to the state to tackle specific needs, execute programs, and bolster diverse projects.

Federal grants allocated to Florida to support the expansion of healthcare services in underserved rural communities across the state.

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Grant Management



Examples of *grants* from private organizations

PRIVATE

Nonprofit and private foundations, whether local or national, play a crucial role in providing grant funding in Florida. These foundations often focus on specific sectors such as education, healthcare, environment, or social services.

The National Fish and Wildlife Foundation (NFWF) funds conservation efforts, including habitat restoration and preservation initiatives statewide.



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Initial drafting, Review and Approval

Initial drafting, review and approval

- Develop the Scope of Work based on grant requirements and project goals.
- Circulate drafts for review among project team members, grant administrators, and stakeholders.
- Incorporate feedback and obtain necessary approvals.

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Implementation




● ● ●



Scope of Work (SOW)

- Purpose
- Introduction
- Objectives
- Project Description
- Deliverable
- Timeline
- Budget
- Roles and Responsibilities
- Evaluation and Reporting



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Reporting and Documentation


Activity Report

Scope of Work/Activity	Benefit(s) <small>(benefit the district leaders will receive as a result of activity)</small>	Evidence Provided <small>(deliverables that are submitted to document activity completion)</small>
<p>Activity date—September 14-22, 2017</p> <p>Scope of Work – SOW#3: Facility Leadership Development</p> <p>Activity Title—“Closing the Achievement Gap” Conference</p>	<p>Benefit(s)— Leaders learned how to raise achievement levels for all students while narrowing gaps between groups of students by increasing teacher, student, and family engagement. At the conference, the team drafted a plan for closing the achievement gap. Following the conference, the team has begun and will continue to engage key stakeholders in developing a strategic plan for closing the achievement gap.</p>	<p>Evidence Provided –</p> <ul style="list-style-type: none"> List of attendees Travel Documents Training material from conference

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Evaluation

- Assess project performance against established metrics in accordance with the grant's conditions
- Document accomplishments and gaps
 - If gaps are identified, reach out to the recipient(s)
- Continue to evaluate that grant is on track with deliverables, budget, etc.




A graphic showing a document titled 'PERFORMANCE EVALUATION' with a pen resting on it. The document is white with blue and gold accents. The text 'PERFORMANCE EVALUATION' is in large, bold, black letters. A gold and black pen is lying diagonally across the bottom right of the document. The background is a dark blue gradient.


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Contracts

- Provided goods and services in exchange for payment needed by the government or organization.
- Based on bidding process where parties submit proposals or bids.
- Contracts are typically governed by procurement regulations and contractual laws that ensure fairness, transparency, and accountability in the procurement process.



A vertical blue bar with the word 'Contracts' written in white, bold, sans-serif font, oriented vertically.



A graphic showing a document titled 'PERFORMANCE EVALUATION' with a pen resting on it. The document is white with blue and gold accents. The text 'PERFORMANCE EVALUATION' is in large, bold, black letters. A gold and black pen is lying diagonally across the bottom right of the document. The background is a dark blue gradient.


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Grants

- Awarded based on specific criteria intended to support activities that benefit the public or fulfill specific organizational goals.
- Based on criteria such as merit of the proposed project and aligned with grantor's goals and priorities.
- Subject to specific regulatory requirements set by the funding entity, including reporting on project progress, financial oversight, and compliance with grant terms.


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Changes to the Contract

Changes to the Contract




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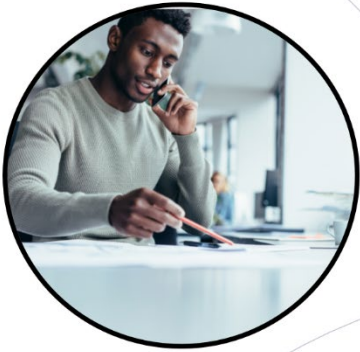


Amendments

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- A change in a contractual agreement made by adding, altering, or omitting a certain part or term of the original document.
- Amendments cannot be retroactive.




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Amendments


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Amendments
can include, but
are not limited
to changes to:

Project budget after award.

Deliverables, due dates, or milestones.

Contract performance measures.

Contractor performance schedule.

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Amendments



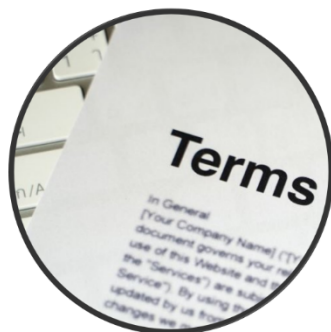
- A change may be requested by the contract manager, other agency staff, or the contractor.
- You may need to gather input from other staff, such as your contract administrator, program manager, or agency legal counsel.
- Once a contract is executed, the amount of the contract cannot be increased unless the services are also increased.

s. 215.425, F.S.

- Amendments must stay within the scope of the original contract.

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Renewals






- Renewals may be for up to 3 years or the term of the original contract (whichever is longer.)
- Renewed contracts are subject to the same terms and conditions that were specified in the original contract.

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Renewals





To be eligible for a renewal:


-  Original contract must contain a renewal clause.
-  Renewal contract pricing must be specified in the initial competitive solicitation.
-  CANNOT be a contract from an emergency purchase or single source.

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Renewals



- Must be in writing and agreed to by both parties.
- Are contingent upon satisfactory performance evaluations and subject to availability of funds.
s. 287.057(14), F.S. and s. 287.058(1)(g), F.S.
- Time sensitive – must be in place before contract expires.



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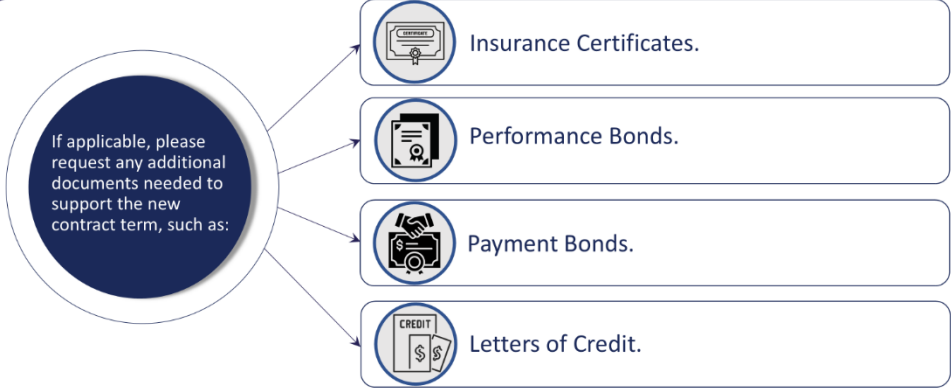
Renewals





Before you may renew a contract, you must:

- Check that there are still renewal terms left on the contract.
 - Contracts from an emergency purchase or single source procurement cannot be renewed.
- Verify availability of funds.
- Verify vendor performance.

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Renewals



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Renewal vs. Extension

The diagram illustrates the progression from Renewal to Extension. A person is shown climbing a set of stairs. The bottom step is labeled 'Renewal' and the top step is labeled 'Extension'. A text box next to 'Renewal' states: 'Must be executed promptly to maintain uninterrupted service or compliance.' A text box next to 'Extension' states: 'If renewal isn't feasible within the remaining contract period, an extension allows for additional time.'

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Extensions

What are extensions?
An increase in the length of contract term.

For contractual service contracts, extensions:
May not exceed 6 months.
Must be in writing.
Must be subject to the same terms and conditions set forth in the initial contract and any written amendments.

Only one extension is allowed:
Unless failure to complete the contract is due to events beyond the control of the contractor.

s. 287.057(13), F.S.

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Assignments

- Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer.
- State contracts are assignable based on PUR 1000 provisions.

You should review the contract language and check with your general counsel or other designated legal advisor.

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Negotiation

Negotiation

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Negotiation

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Negotiation can also take place in the process of managing a contract.



Negotiation

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When having productive discussions with vendors, it's important to:



- Understand terms and conditions of the contract.
- Identify what is being negotiated and create a plan.
- Focus on how you communicate with the vendor.



Negotiation


- Opportunities for negotiations as a contract manager may relate to:
 - Amendment
 - Pricing
 - Certain contract conditions
 - Allowable substitutions





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Termination

Termination






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Termination


- When a contract is ended prior to the ending date stated in the contract.
 - Termination information is specified in form PUR 1000.
 - Contracts may include termination clauses that supersede form PUR 1000.



TERMINATION

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Termination (cont.)

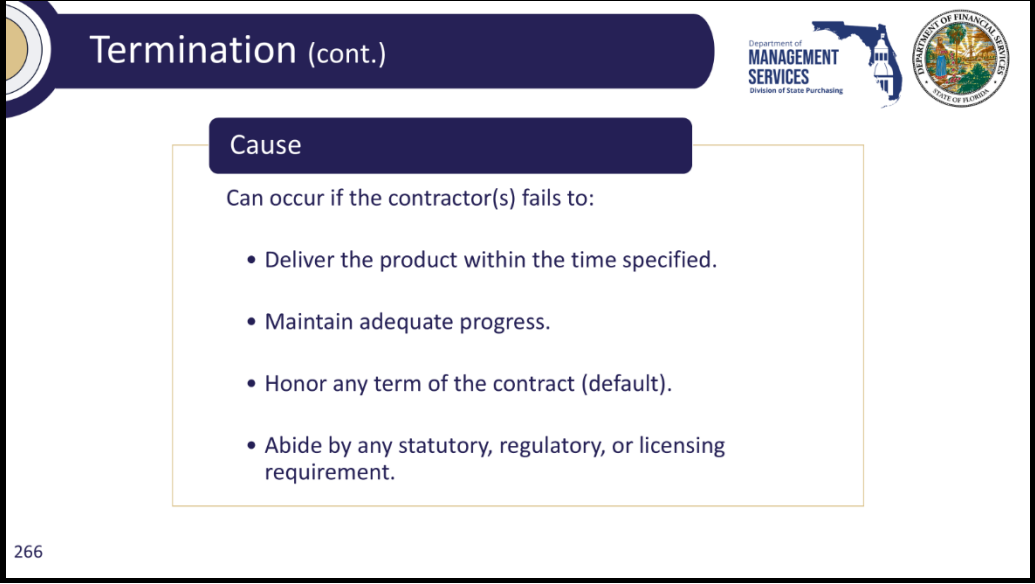
Convenience

- Used when it is in either party's best interest to terminate (in part or in whole).
- Must be in writing.
- Once contract is terminated, all services/commodities and payments must stop.

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Termination (cont.)

Cause

Can occur if the contractor(s) fails to:

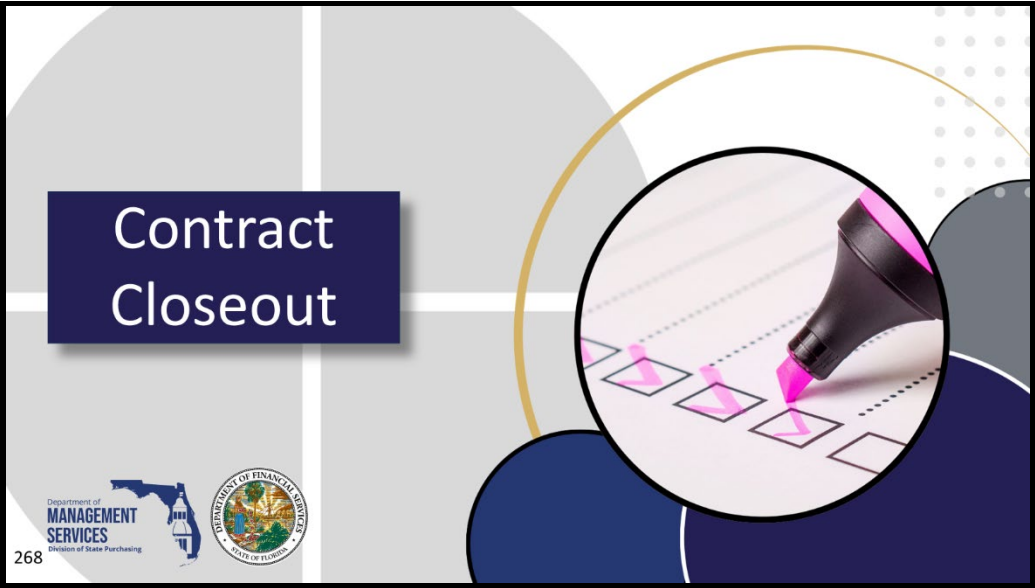
- Deliver the product within the time specified.
- Maintain adequate progress.
- Honor any term of the contract (default).
- Abide by any statutory, regulatory, or licensing requirement.

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STATE OF FLORIDA

Contract Closeout

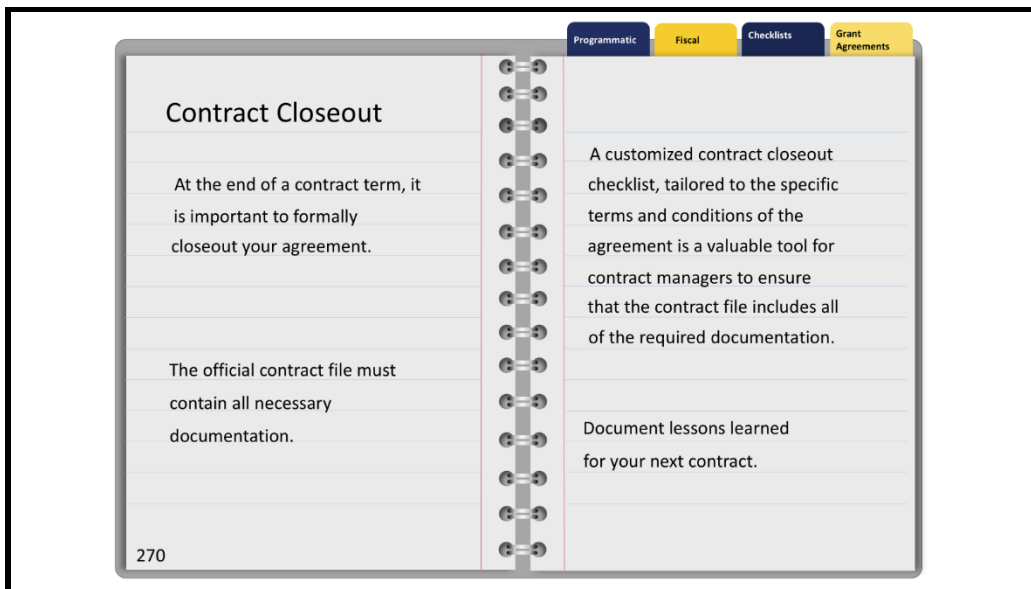
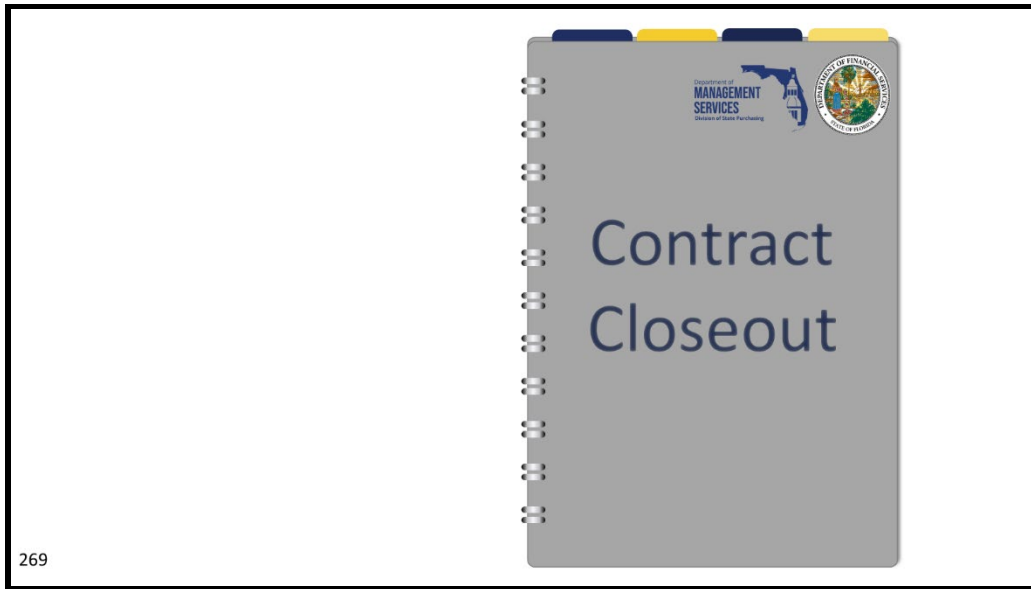


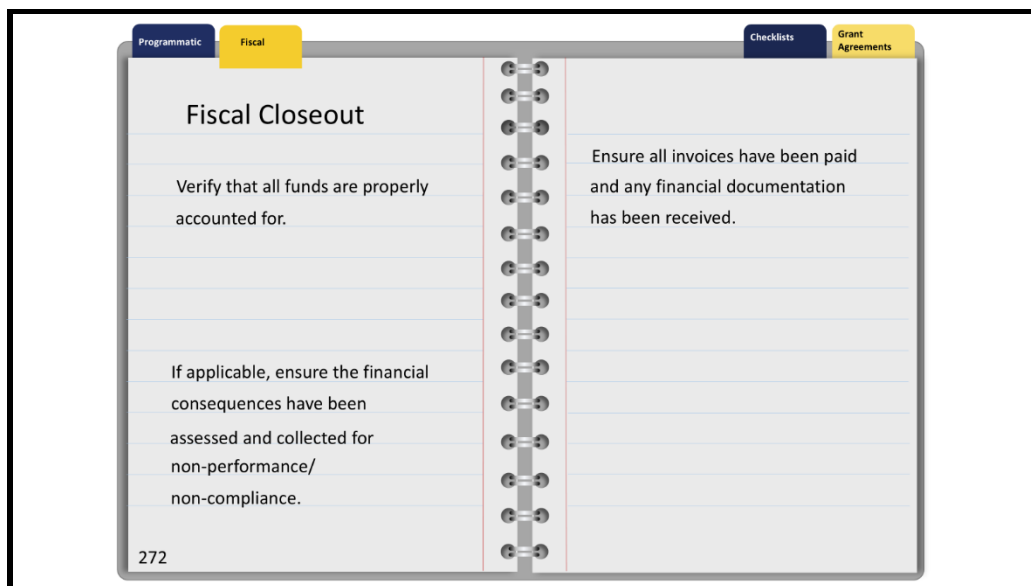
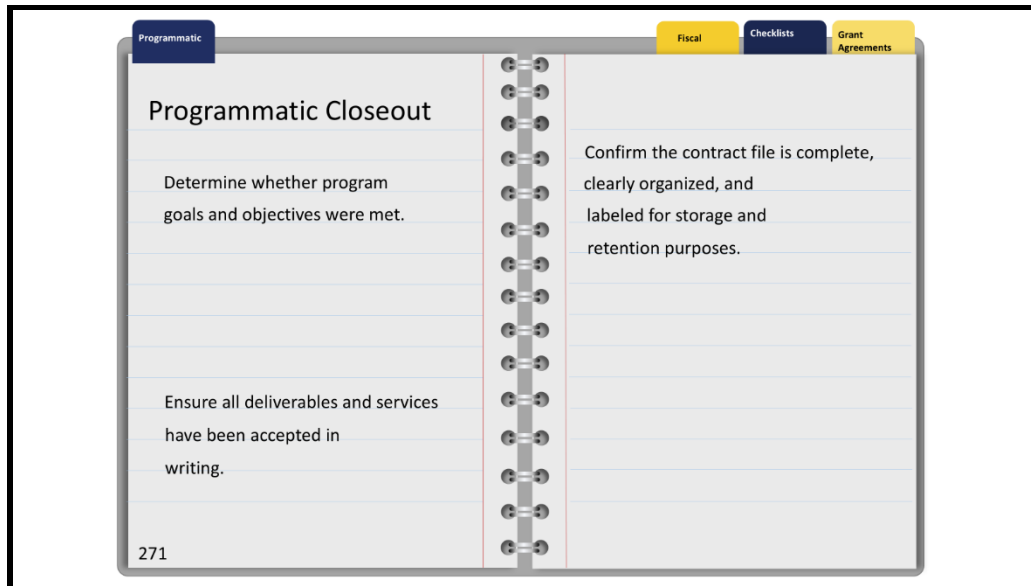
Contract Closeout

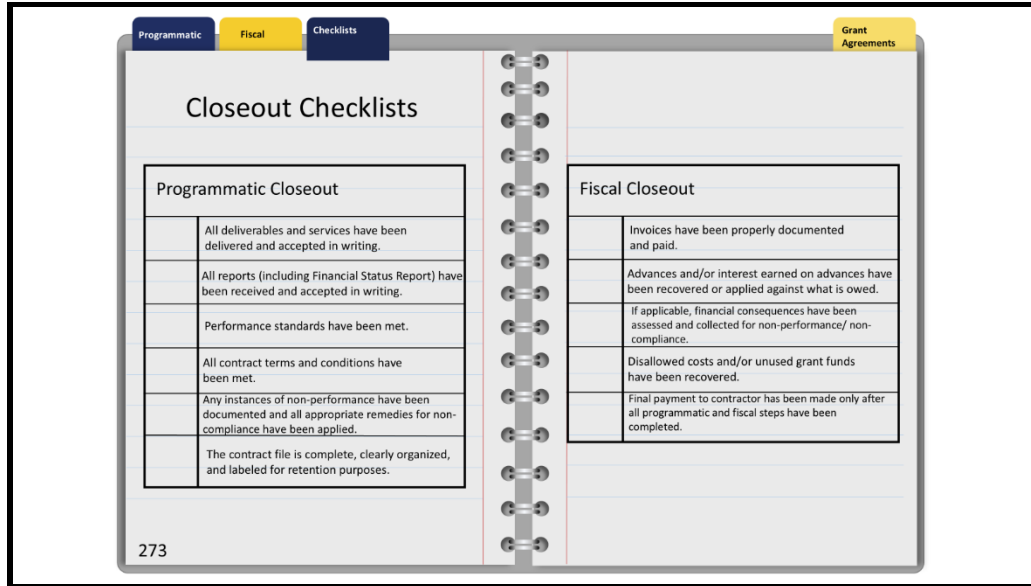
268

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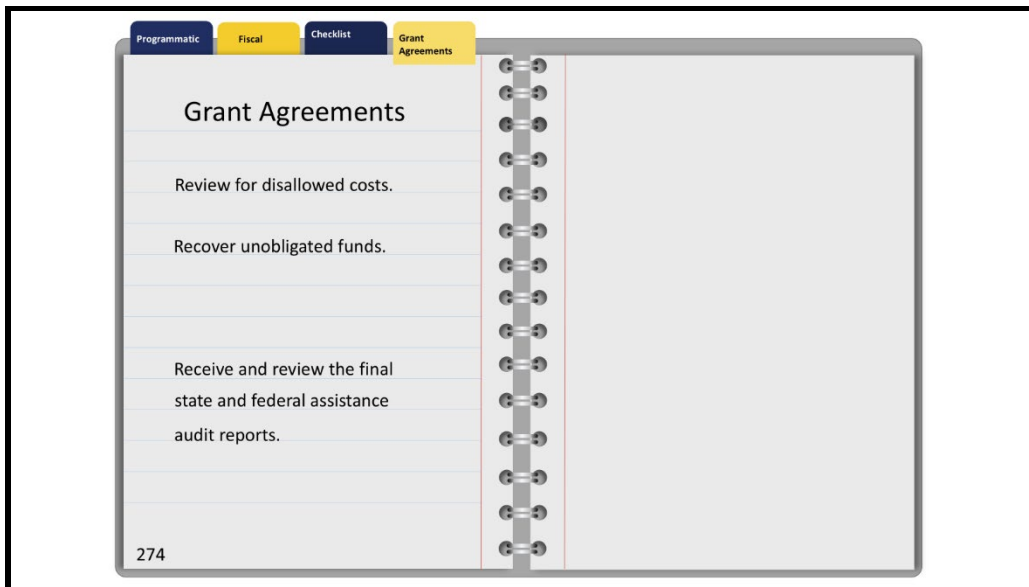






Programmatic Closeout Checklist	
<input type="checkbox"/>	All deliverables and services have been delivered and accepted in writing.
<input type="checkbox"/>	All reports (including Financial Status Report) have been received and accepted in writing.
<input type="checkbox"/>	Performance standards have been met.
<input type="checkbox"/>	All contract terms and conditions have been met.
<input type="checkbox"/>	Any instances of non-performance have been documented and all appropriate remedies for non-compliance have been applied.
<input type="checkbox"/>	The contract file is complete, clearly organized, and labeled for retention purposes.


Fiscal Closeout Checklist	
	Invoices have been properly documented and paid.
	Advances and/or interest earned on advances have been recovered or applied against what is owed.
	If applicable, financial consequences have been assessed and collected for non-performance/ non-compliance.
	Disallowed costs and/or unused grant funds have been recovered.
	Final payment to contractor has been made only after all programmatic and fiscal steps have been completed.



DFS Resources

DFS Resources

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[CFO Memos](#)
Memoranda issued by the Division of Accounting and Auditing

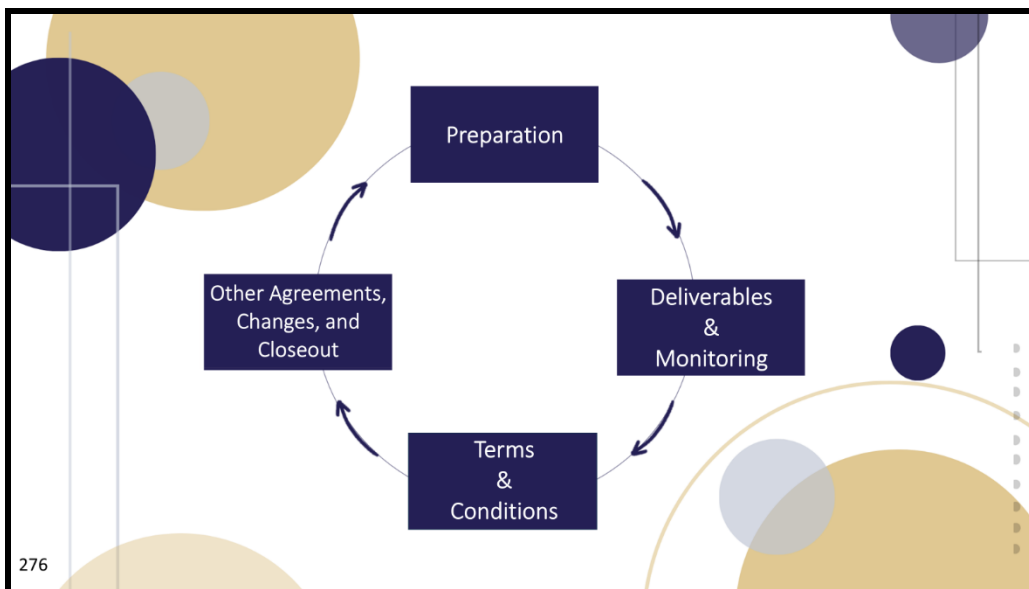
[Job Aids](#)
Printable quick reference guides for state agency personnel who perform duties related to contract management, accounting, financial reporting and FLAIR topics


[DFS Reference Guide for State Expenditures](#)
Provides entities with guidance regarding the requirements applicable to the disbursement of funds from the State Treasury, regardless of the payment methods (warrant, EFT, P-card)

Visit: Myfloridacfo.com
Email: DFSFinancialEd@myfloridacfo.com



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Final Assessment & Course Evaluation






Final Assessment & Course Evaluation





- You will receive an email with the test link from **your DMS Instructor** between sessions three and four.
- Choose where you want to take your exam, such as in an empty office or conference room.
- Questions will be:
 - 25 Multiple choice.
 - From objectives and related topics covered in the virtual classroom.
- You will have **one hour** to complete the exam.
- Must pass with at least **80%** to receive credit for this course.
- You will have up to 2 attempts to pass. If you don't pass the 2nd attempt, you will need to take the course again, when available.
 - Initial Exam Window: 4:00 PM EST on Tuesday through 4:00 PM EST on Wednesday of the week of the class.
 - Retake Exam Window: 4:01 PM EST on Wednesday through 12:00 PM EST on Thursday of the week of the class.
 - Adjustments to exam windows may be made for holidays or office closures.

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Exam Considerations





- The exam is proctored by a live person who will observe you through your webcam and microphone as you take the exam.
- Requirements to take the exam:
 - Computer equipped with webcam and audio capability. Your webcam, speakers, and microphone **must remain on** throughout the test.
 - **Do not use a cell phone.**
 - Photo ID – **No** hats, watches, headphones, or sunglasses while testing or in photo ID.
 - **Use your work email address** when logging in to take the exam.
 - **No one** may be **in the room** that you take the exam.
 - We recommend reserving a conference room to take the exam.
 - Desk/table **surface must be clear of EVERYTHING** – papers, books, another monitor, phones, sticky notes, office supplies like staplers, pens, etc.
 - Must be plugged into a power supply.
 - May **not** be connected to a remote connection or VPN.

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What to Expect When Taking the Exam





Preparing to Take a Proctored Exam

- Give yourself time to set up your space before using the emailed link to take the exam. Clear everything off your desk, power off additional monitors, etc. Be sure your space is well lit.
- Close all other programs that are open on your computer desktop – i.e., Word, Outlook, other browsers – so the icons of open programs aren't displayed on the access bar at the bottom of your screen and the program isn't just minimized.
- When you log in, after verifying your identity, the proctor will ask you to use the webcam to slowly show them your surroundings. The proctor is making sure you aren't using notes or other monitors, have someone in the room with you, etc.

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What to Expect When Taking the Exam





During a Proctored Exam

- **During the exam**, the proctor will observe you and your desktop while you take the test. A video recordings may be made in questionable situations. The proctor may ask you to stop and he or she may leave the room to get clarification from a supervisor.
- Remain in your seat and visible on camera.
- Your score will be revealed to you when you complete the exam, and you will know whether you passed or need to retake the exam. **If you pass, do NOT retake the exam** to get a better score! The **State is charged per exam**.

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What to Expect When Taking the Exam





After Taking a Proctored Exam

- **Upon completion of the exam**, you may not share or discuss the test questions contained within the exam with others. Failure to comply may result in revocation of your certification.
- Your instructor may watch the recording, check your eligibility and check your webinar attendance before issuing your certification.
 - Only Florida state agencies and Florida governmental entities can be FCCM-certified, NOT contracted employees.
- You will receive a certificate within 2-3 weeks. Your name and certification number will be added to the DMS FCCM webpage when the webpage is updated.
- If you have any difficulty completing the exam, don't panic. Contact your instructor or the DMS Professional Development team at PurTraining@dms.fl.gov.

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Course Materials



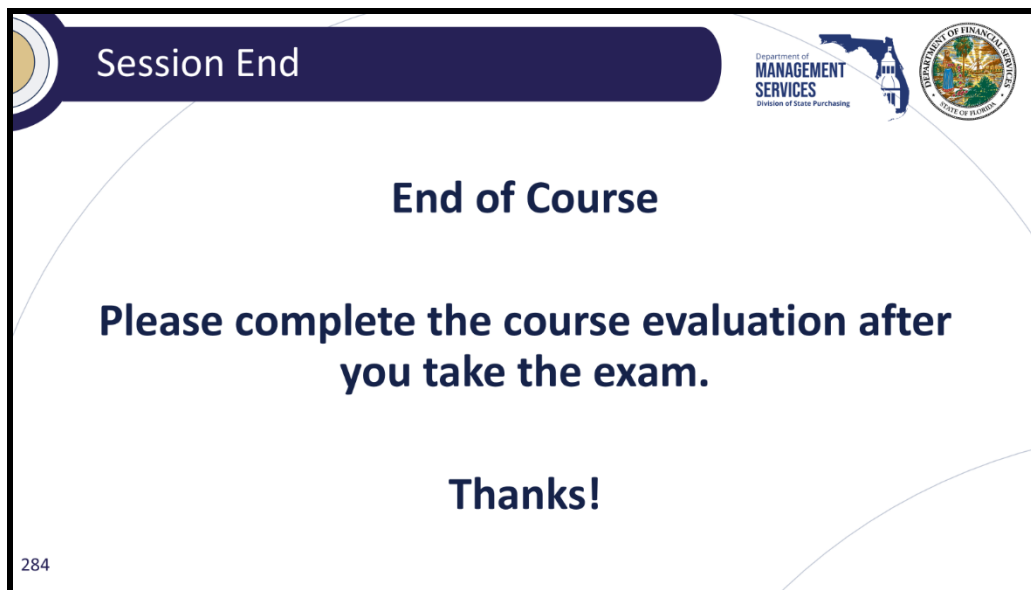
The guide described below accompanies this webinar series. It can be downloaded from the control panel in the “Materials” tab on your screen. A link to the document was also sent to you in the confirmation emails.

- **FCCM Participant Study Guide** – webinar version
Use the FCCM Participant Study Guide to review prior to taking the exam. It can be located on the [DMS FCCM Webpage](#).

Remember, this course presents best practices and entities may have policies or procedures that differ. Always check with your agency's General Counsel for guidance.

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VI. Appendix

DMS-24/26-064 Mock Contract

Multi-Year Training Facility Master Plan

Contract Number 77320200-02-1 Management Consulting Services

1.0 OBJECTIVE

In accordance with section 287.056(2) Florida Statutes, the State of Florida, Department of Management Services ("Department" or "DMS"), issues this Request for Quotes ("RFQ") to qualified vendors who have previously been awarded State Term Contract Number 77320200-02-1, Management Consulting Services. The purpose of this RFQ is to engage a consultant to conduct a comprehensive review of state-operated training facilities and to develop a multi-year master plan for effective facility management.

2.0 TERM

The Department intends to issue an annual purchase order ("PO") as a result of this RFQ. The POs will have an anticipated start date of July 1, 2024, and an anticipated end date of June 30, 2026. Renewals may be available contingent upon satisfactory performance by the vendor and availability of funds.

3.0 SCOPE OF WORK

The selected respondent ("Contractor") shall provide services as outlined in this Scope of Work, which includes conducting a review of state-operated training facilities, as defined in section 944.02(8), Florida Statutes, to develop a multi-year master plan that effectively addresses facility management. The training institutions ("Facility" or "Institution") are detailed in Attachment B, Facility Addresses and encompass any temporary or permanent training facilities under the custody and jurisdiction of the Department.

The master plan must establish appropriate specifications necessary for the safe, secure, cost-effective, and efficient management of training facilities.

The master plan must include a detailed assessment of each training facility's physical requirements based on the specifications mentioned above. This should encompass associated staffing needs and prioritize identified facility requirements based on the urgency of each issue.

3.1 Assess Existing Facilities

For each Facility, the Contractor shall conduct a physical assessment and provide the following information:

1. Facility name
2. Facility location
3. Facility maximum capacity
4. Age of Facility
5. Overall condition and functionality of the Facility
6. Facility maintenance and improvement needs
7. Estimated costs for ongoing maintenance and upkeep
8. Location and geographic region

3.2 Staffing Assessment

For each existing Facility, the Contractor shall assess and provide the following information:

1. Current and projected staffing needs
2. Historical vacancy rates
3. Summary of the local labor pool and availability of staffing
4. Recommendations and estimated costs for enhancements to training and staffing needs

3.3 Space and Operational Requirements

While developing the multi-year master plan, the Contractor shall include, at a minimum, the following recommendations:

1. Projected space needs based on population trends and classification requirements
2. Facility options for addressing projected population needs, which may include maintaining, modernizing, or disposing of existing facilities. The analysis must also consider the use of state-owned lands and properties for new facilities and identify potential locations in the state for the construction of new facilities.
3. A prioritized list of potential new facilities, including estimated costs for land acquisition and construction. Recommendations for locations must focus on areas within the state that demonstrate a sufficient labor pool to staff a training institution.

4.0 DELIVERABLES AND FINANCIAL CONSEQUENCES

The Contractor shall, at a minimum, provide the following deliverables:

Deliverable Number	Deliverable Description	Deliverable Tasks and Requirements	Due Date	Payment	Service Level	Financial Consequence
D1	Project Plan	Provide a detailed Project Plan including a schedule for all major tasks. Outline a timeline for key activities and deliverables. Present the plan regularly as required. The agency may request revisions within 15 days of submission. Revisions must be made within 5 business days.	Submit by August 1, 2024	10% of Total Project Cost	Plan must be submitted on time and in accordance with the requirements listed in the scope of work. Payment is made after final approval or if not rejected within 15 days.	\$1,000 per calendar day for each day the project plan is not submitted after the due date. For any revisions required, a \$500 financial consequence will be imposed per calendar day the revisions are late.
D2	Quarterly Checkpoints (7)	Conduct a progress review meeting quarterly to discuss project status. Progress should reflect the below listed requirements of total project completion. Provide a high-level written report for submission at each meeting: October 4, 2024 – 5% completion January 6, 2025 – 15% completion April 4, 2025 – 25% completion July 7, 2025 – 40% completion October 6, 2025 – 60% completion January 5, 2026 – 75% completion April 6, 2026 – 90% completion	Each quarterly meeting must be held no later than the date listed	10% of Total Project Cost per meeting	Contractor will schedule and attend each quarterly checkpoint meeting and submit the report on time, reflecting the required project completion for that time frame.	\$750 per calendar day for each day past the due date that the meeting is not held for each quarterly meeting. If the report is not submitted at the meeting or does not reflect the minimum required completion percentage of total project completion for that quarter, a \$750 financial consequence will be imposed for every calendar day past the date of the meeting until the report is received with necessary project completion documented.

D3	Status Reports (7)	On a quarterly basis, provide a draft status report detailing project progress, updates, and anticipated completion dates to key stakeholders and the agency. Any requested updates to the draft must be made within 5 business days. Draft reports must be submitted quarterly, no later than the following dates: October 30, 2024 January 30, 2025 April 30, 2025 July 30, 2025 October 30, 2025 January 30, 2026 April 30, 2026	Submit no later than the dates listed			
D4	Comprehensive Review final report	Assess facilities, staff, and space, as required in the Scope of Work. A complete and final report of all findings and recommendations must be submitted no later than June 1, 2026. Any edits or requested changes to the report must be completed within 5 business days of notification from the department.	June 1, 2026	10% of Total Project Cost	Comprehensive review must be submitted on time and in accordance with the requirements listed in the scope of work. Payment is made after final approval or if not rejected within 15 days.	\$1,000 per calendar day for each day the comprehensive review final report is not submitted after the due date. For any revisions required, a \$500 financial consequence will be imposed per calendar day the revisions are late
D5	Multi-year Master plan	The master plan must establish appropriate specifications necessary for the safe, secure, cost-effective, and efficient management of training facilities. It must include a detailed assessment of each training facility's physical requirements based on the specifications listed in the scope of work. This should encompass associated staffing needs and prioritize identified facility requirements based on the urgency of each issue.	June 1, 2026	10% of Total Project Cost	Plan must be submitted on time and in accordance with the requirements listed in the scope of work. Payment is made after final approval or if not rejected within 15 days	\$1,000 per calendar day for each day the multi-year master plan is not submitted after the due date. For any revisions required, a \$500 financial consequence will be imposed per calendar day the revisions are late

All deliverables are subject to the approval and acceptance of the Department. Any deliverables submitted but not accepted by the Department will be subject to the applicable financial consequences until the Department accepts the deliverable.

Vendor shall be responsible for defending its determination that the redacted portions of its response are Confidential Information. Further, the vendor shall protect, defend, indemnify, and hold harmless the Department for any and all claims, costs, fines, and attorney's fees arising from or relating to the vendor's determination that the redacted portions of its response are Confidential Information. If the vendor fails to submit a redacted copy of its response, the Department is authorized to produce the entire response in response to a public records request for these records.

5.0 PAYMENT

- 1) The Contractor will receive progress payments based on satisfactory completion of each deliverable outlined in Section 4.0 Deliverables, at the prices provided in the Contractor's Attachment A, Price Sheet, submitted with its RFQ response. Compensation will not be provided at an hourly rate; however, the Department's contract manager reserves the right to request and review timesheets for auditing purposes.
- 2) Upon acceptance of each deliverable and submission of a complete invoice, the Contractor will receive payment according to the rates specified in the Contractor's Attachment A, Price Sheet, in accordance with the payment timeframes detailed in the Purchase Order Terms and Conditions.
- 3) Invoices must be submitted to the Department within 45 days of the completion of each deliverable.
- 4) Contractor compensation will solely be made in accordance with the terms outlined in this RFQ. The Department will not reimburse the Contractor for any other expenses associated with the Purchase Order, including but not limited to travel-related expenses such as lodging, mileage, vehicle rental, and food.

The Department shall process payments submitted by the Contractor in accordance with the provisions of section 215.422, Florida Statutes, governing the rights and obligations of both parties. Payment shall be contingent upon the completion of deliverables as outlined in this RFQ.

6.0 PUBLIC RECORDS AND DOCUMENT MANAGEMENT

a. Access to Public Records

The Department may unilaterally cancel the Purchase Order if the Contractor refuses to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in connection with the Purchase Order.

b. Contractor as Agent

For the purposes of this section, the Contract Manager is designated as the agency custodian of public records. If the Contractor is providing services on behalf of a public agency, as outlined in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain all public records required by the public agency to perform the services.

- ii. Provide the public agency with copies of requested records or allow for inspection or copying within a reasonable time, at a cost that does not exceed the fees established in Chapter 119, F.S., or as required by law.
- iii. Ensure that public records exempt from disclosure remain confidential and are not disclosed, except as authorized by law, for the duration of the Purchase Order and after its completion if records are not transferred to the public agency.
- iv. Upon completion of the Purchase Order, transfer all public records in the Contractor's possession to the public agency at no cost, or maintain public records as required by the public agency. Any duplicates of public records that are exempt from disclosure shall be destroyed if records are transferred. If records are retained, the Contractor must comply with all applicable retention requirements. All electronically stored records must be provided in a format compatible with the public agency's information technology systems upon request.
- v. If the Contractor has questions regarding the application of Chapter 119, F.S., to their duty to provide public records, they should contact the custodian of public records using the contact information provided by the Contract Manager.

c. Document Management

The Contractor must retain sufficient documentation to substantiate payment claims under the Purchase Order, along with all records, electronic files, papers, and documents related to the Purchase Order. All documents must be retained for five (5) years after the Purchase Order's expiration or for a longer period as required by the General Records Schedules maintained by the Florida Department of State.

7.0 IDENTIFICATION AND PROTECTION OF CONFIDENTIAL INFORMATION

Pursuant to Article 1, section 24, Florida Constitution, and section 119.011, F.S., all records submitted to the Department (or any State agency) are considered public records and are subject to disclosure unless exempt by law. If the Contractor deems any portion of its submitted records as Confidential Information, the Contractor must clearly mark these portions as "confidential" and provide a separate, redacted copy to the Department. The Contractor should briefly explain in writing the basis for claiming exemption for each redaction, citing the specific statutory provisions.

In the event of a public records request concerning records marked as "confidential," the Department will provide a redacted copy to the requestor. If there is an assertion of rights to the redacted Confidential Information, the Department will notify the Contractor, who must then take appropriate legal action to defend the claim for exemption. Failure to protect the designated confidential records will result in the Department providing unredacted records to the requester.

The Contractor shall defend, indemnify, and hold harmless the Department from any claims, costs, fines, and attorney's fees related to the Contractor's claims of confidentiality. If the Contractor fails to provide a redacted copy as required, the Department may release the entire record in response to a public records request.

8.0 USE OF SUBCONTRACTORS

The Contractor may utilize subcontractors identified in its quote to provide services under the Purchase Order. Subcontractors may only be substituted with prior written approval from the Department's Contract Manager.

9.0 LEGISLATIVE APPROPRIATION

As per section 287.0582, F.S., the State of Florida's performance and obligation to pay under the Purchase Order are contingent upon an annual appropriation by the Legislature.

10.0 MODIFICATIONS

The Department reserves the right to change, add, or remove any requirement from this RFQ if deemed in the best interest of the State of Florida. Additionally, the Department may withdraw or cancel this RFQ at any time before a duly authorized and executed Purchase Order.

11.0 CONFLICT OF INTEREST

The vendor and any subcontractors must operate independently and impartially, ensuring that consultation and service decisions are not leveraged for private gain or remuneration. The Contractor shall not receive compensation for services under the Purchase Order beyond what is specified in the Purchase Order.

12.0 DISCRIMINATORY, CONVICTED, AND ANTITRUST VENDORS LISTS

The Contractor is informed of the provisions in sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), Florida Statutes, that affect the Contractor's or its affiliates' ability to respond to public entity solicitations, be awarded contracts, or transact business if placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor must promptly notify the Department if it or its affiliates are placed on any such lists.

13.0 E-VERIFY

The Contractor and its subcontractors must use the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By accepting the Purchase Order, the Contractor certifies that it is registered with, and uses, the E-Verify system for compliance. The Contractor must obtain and maintain an affidavit from its subcontractors in accordance with section 448.095, F.S., and provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of the Purchase Order issuance.

This notice informs the Contractor of section 448.095, F.S., specifically regarding termination rights if a violation is determined. If terminated for such violation, the Contractor will not be eligible for future public contracts for one year from the date of termination.

14.0 COOPERATION WITH INSPECTOR GENERAL

The Contractor, along with its subcontractors, shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing, as mandated by section 20.055(5), F.S.

15.0 ACCESSIBILITY

The Contractor must comply with section 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. s. 794(d). Furthermore, section 282.601(1), F.S., mandates that state government ensure accessibility for employees with disabilities to information and data comparable to that available to non-disabled employees when developing, procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006.

16.0 PRODUCTION AND INSPECTION

In accordance with section 216.1366, F.S., the Department is authorized to inspect the:

(a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Purchase Order or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Purchase Order or to ensure

that the terms of the Purchase Order are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

17.0 SCRUTINIZED COMPANIES

In accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Purchase Order may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel. The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

18.0 BACKGROUND SCREENING

All Contractor employees and their subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department and the Florida Department of Corrections, including but not limited to compliance with Attachment D, the following terms, as may be modified by the Florida Department of Corrections, and any other Department of Corrections requirement(s).

A. Background Check

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The Contractor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

"Access" means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

"Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data, and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement agency, or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

B. Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

1. Computer related or information technology crimes.
2. Fraudulent practices, false pretenses and frauds, and credit card crimes.
3. Forgery and counterfeiting.
4. Violations involving checks and drafts.
5. Misuse of medical or personnel records; or
6. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine

whether that Person should continue providing services under the Contract or have access to State of Florida Data. The Contractor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that has elapsed since the offense,

iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed access to State of Florida Data, then Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

C. Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the Term of the Contract.

D. Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

E. Duty to Provide Security Data

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity that is not directly approved to participate in the SOW set forth in the resulting Contract.

F. Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the Term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) business days prior written notice to the Contractor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

G. Record Retention

The Contractor shall retain a list of all persons with Access to Data, including a statement confirming that each person has passed the background screening required herein. Such a

statement shall not include the substance of the screening results, only that the person has passed the screening.

The Contractor shall maintain a written security program for the protection of data, including a policy and procedure for access to data, as applicable. The Contractor shall document and record, with respect to access to data:

1. The identity of all individual(s) who accessed State of Florida Data.
2. The duration of the individual(s)' access to State of Florida Data, including the time and date at which the access began and ended.
3. The level of access to State of Florida Data, including, where feasible, whether the individual accessed partial or redacted versions of State of Florida Data, read-only versions of Data, or editable versions of State of Florida Data.
4. The nature of the access to State of Florida Data.

The Contractor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five (5) years from the date of termination of the Contract and any Contract extensions. Information required in this subsection shall be included in Department's audit and screening abilities as defined in this RFQ, Departments' Ability to Audit Screening Compliance and Inspect Locations. Information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Department or its auditors.

Failure to compile, retain, and disclose information as required in this section shall be considered a breach of the Contract. The resulting damages to the Department from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Department the sum of \$500.00 for each breach of this section.

H. Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period following the breach.

19.0 Additional Terms and Conditions

A. Limitation of Liability

Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses (including reasonable attorneys' fees), or losses (collectively "Liabilities") in any way arising out of or relating to this Contract, the Deliverables, or the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. If this Contract contemplates numerous, separate tasks or

orders (by whatever name, each a “Task Order”) to be negotiated and agreed to by the parties on a go-forward basis, then Contractor’s responsibility for Liabilities shall be limited to the amount of fees or paid or owing to “The Learning Forge-tress” under the Task Order that gives rise to the Liabilities, and in such case there shall be no separate Liabilities under the Contract, itself. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

B. Use of Advice

The deliverables are provided for the State of Florida’s sole benefit and internal business use and are not for the benefit of, or to be relied upon by any other party. The Contractor may, in its sole discretion mark such advice to reflect the foregoing. Deliverables bearing the “The Learning Forge-tress” name or logo may only be disclosed to a third party in its entirety and unmodified.

C. Intellectual Property

Subject to the limitations set forth herein, (i) the Contractor assigns and grants to the State of Florida right, title, and interest in the tangible items specified as deliverables in the Contract (the “Deliverables”); and (ii) the State of Florida grants to Contractor a royalty-free, irrevocable, fully paid up, non-exclusive, perpetual license to use, copy, make derivative works of, distribute, display, and sublicense the Deliverables. Contractor shall retain all right, title and interest in and to any intellectual property, technology, knowhow, methodologies, works of authorship, and other materials pre-existing the Contract, created, acquired, or licensed separately from the Contract, or created in performance of the Contract but not identified by the Contract as Deliverables, including any modifications, enhancements, improvements, or derivative works thereof (“Contractor Property”). To the extent that Contractor Property is contained in any of the Deliverables, upon full and final payment Contractor grants the State of Florida, under Contractor’s intellectual property rights in such Contractor Property, a royalty-free, nonexclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with the State of Florida use of the Deliverables. Moreover, the State of Florida agrees that nothing in this Contract shall prevent Contractor from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of services and that are not unique to the State of Florida (collectively, “Residual Knowledge”) to perform similar services and develop similar work product, results, or technology as that performed or developed under the Contract. Contractor reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in this Contract. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of the State of Florida.

RFQ Attachments

Attachment A, Price Sheet

Attachment B, Facility Addresses

Attachment A

PRICE SHEET

I. Pricing Instructions

The vendor shall provide an estimate on an hourly basis with a not-to-exceed total price using the price sheet. Hourly rates quoted must be at or below the rates in the Vendor's State Term Contract No. 77320200-02-1. The person submitting the quote and pricing is authorized to respond to this RFQ on the Contractor's behalf, as confirmed by the signature below. Payment will be made in accordance with the deliverable schedule within the RFQ, pursuant to the project total cost provided. Pricing is inclusive of all expenses, including travel. Estimated hours are necessary for the calculation of project total cost.

Table 1: Pricing

	Hourly Rate	Estimated Number of Hours	Total Cost
Principal	\$		\$
Senior Consultant	\$		\$
Consultant	\$		\$
Junior Consultant	\$		\$
Program and Administrative Support	\$		\$
Expenses and Other Direct Costs			\$
		Project Total Cost:	\$

Contractor Name: _____

Printed name of authorized representative submitting quote: _____

Signature: _____

Date: _____

Payment will be made on a deliverable basis, in accordance with this RFQ. Hourly rates and estimated hours are necessary for the calculation of project cost.

ATTACHMENT B, FACILITY ADDRESSES

Region	Facility ID Number	Facility Name	Address
1	11	Pensacola Training Facility	45 Apalachee Drive Pensacola, FL 32516
2	12	Alachua Training Facility	52 West Unit Drive Waldo, FL 32694
3	13	Polk Training Facility	5400 Bayline Drive Lakeland, FL. 33801
4	14	Broward Training Facility	5914 Jeff Ates Road Ft. Lauderdale, FL. 33359

Contract File Checklist

[Contract Management File Checklist](#)

Risk Assessment for Grants

[DEP Grant Risk Assessment Example](#)

DFS Resources

[DFS Course Calendar](#)

[CFO Memos](#)

[Job Aids](#)

[DFS Reference Guide for State Expenditures](#)

[Summary of Contractual Service Agreement](#)