

SECTION 6

TERMS AND CONDITIONS

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1. Terms of Agreement

The contract resulting from this RFP will be in effect between approximately July 2015 and August 2016 (13 months). Funding for this contract period will not exceed \$13,000 of federal grant funds from FDDC. The Council reserves the right to negotiate with the bidder awarded the contract a final project budget and scope of work. FDDC may approve continuation contracts for subsequent twelve-month periods, based on the success or progress in meeting the project objectives during Year 1 and each year thereafter during the initiative period. Projects funded for subsequent years may need to obtain funding from other sources, as Council funding may not be available at the same level as in Year 1.

2. Provider Performance

The provider's performance will be assessed and documented throughout the life of the contract by the contract manager. This assessment of the provider will be based upon the following: the quality of the deliverables and products produced; the implementation of provision of services as stipulated in the contract; compliance with all provisions of the contract; and the general performance of the provider in meeting the expectations of the contract manager and the Council, as well as the end result of the project.

At the conclusion of the contract, an overall assessment of the provider's performance relative to the contract will be conducted. If the performance assessment identifies serious inadequacies in adherence to contract requirements or in meeting performance expectations listed in the contract, the contract manager will notify the provider in writing and stipulate the improvements or corrective action(s) that need to be exhibited or accomplished in any subsequent contracts with the Council. This information will become a part of the provider's performance profile for use by other Council contract managers when assessing RFP proposals and when developing and implementing subsequent contracts with this provider.

3. Default

Failure to perform according to this bid and/or resulting contract shall be cause for the organization to be found in default in which any and all procurement costs may be charged against the organization. Any violations of these stipulations may also result in the contractor's name being removed from the FDDC's vendor mailing list.

4. Unauthorized Aliens

FDDC shall consider the employment by any contractor of unauthorized aliens a violation of section 274 A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

5. Public Records

Any material submitted in response to this RFP will become a public document pursuant to section 119.07, F.S. This includes materials which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to section 119.07, F.S.

6. Trade Secrets

FDDC will attempt to afford protection from disclosure of any trade secrets consistent with section 381.83, Florida Statutes. Any prospective vendor or offeror acknowledges however, that protections afforded by section 381.83, Florida Statutes are incomplete, and it is hereby agreed by the offeror that no right or remedy for damages arises there from.

7. Sub-contracting

The successful offeror may, only with **prior written approval** of FDDC, enter into written subcontracts for performance of specific services under the contract. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the offeror's response to this RFP. Prior to the effective date of any subcontract, provider must request and receive written approval from FDDC's contract manager. No subcontract that the offeror enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the offeror of any responsibility for performance of its duties. All payments to subcontractors shall be made by the offeror. No payment to the offeror will be processed until FDDC approves all subcontracts, in writing. The contract manager must approve all subcontractor agreements and any subsequent changes made to those agreements.