



POLICIES
AND
PROCEDURES

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PART ONE – OVERVIEW

SCOPE

In 1974, the Florida Legislature passed legislation creating an Act providing the authority and purpose for qualified nonprofit agencies (Certified Employment Centers) meeting specific criteria to sell commodities and/or services produced by blind and/or severely handicapped individuals to governmental entities. This Law provides the authority for the Department of Management Services (Department) to competitively contract with a single Central Nonprofit Agency (CNA) to develop and manage the intent and scope of the Act. Florida Association of Rehabilitation Facilities (Florida ARF) dba RESPECT of Florida, is the designated CNA for the State of Florida.

RESPECT of Florida (RESPECT) was and remains today, forty years later, the CNA for the State of Florida. RESPECT administers the program and provides the infrastructure for Certified Employment Centers to sell commodities and/or services produced by individuals who have severe handicaps and/or blind to all governmental entities throughout the State.

Should there be a conflict between any part of the RESPECT Policies and Procedures manual and the Law, Florida law will govern, then Florida Administrative Code, and then the current Contract between the Department and Florida Association of Rehabilitation Services, dba RESPECT of Florida, in that order.

Specific References:

1. *Sections 413.032 through 413.037, Florida Statutes (F.S.); (The Law)*
2. *Rule 60E-1.001 through 1.005, F.A.C.;*
3. *The current Department/RESPECT Contract (Contract); and,*
4. *RESPECT of Florida Policies and Procedures manual.*

PURPOSE

RESPECT'S Policies and Procedures manual identifies the Laws, establishes policies and defines the processes to be followed in the administration of the RESPECT of Florida program (hereafter referred to as RESPECT) by all participants. It is the framework to guide all participants through each facet of the program, ensuring compliance with program requirements and development of employment opportunities for Floridians who are blind and/or have severe handicaps who produce quality commodities and services.

POLICIES AND PROCEDURES DESIGN

The RESPECT Policies and Procedures manual provides specific guidance for RESPECT staff and Employment Centers on all aspects of and participation in the program. This Policies and Procedures manual may be further clarified by directives, e-mails and RESPECT procedures, etc., as needed to conduct RESPECT business operations.

Part One: Overview, provides general information about the program and the RESPECT Policies and Procedures manual, including the minimum obligations, roles and responsibilities of all parties participating in the program.

Part Two: Employment Centers, provides the guidance and operational direction for RESPECT staff, Employment Centers and customers on key components of the program broken down into the following three chapters:

Chapter 1: Certification of Employment Centers, provides the minimum certification requirements and processes for Employment Centers wishing to participate in the program and sell commodities and/or services to procuring governmental entities through RESPECT. Various actions that could occur if a Certified Employment Center fails to satisfy Annual Re-Certification requirements are detailed.

Chapter 2: Development, Assignment and Pricing, addresses the specific terms, definitions, minimum requirements and processes to follow when getting commodities and services approved and assigned to sell to procuring governmental entities. Pricing guidelines are also provided.

Chapter 3: Ordering and Fulfillment, provides the requirements and processes for ordering and fulfillment of commodities and services offered through RESPECT.

Part Three: RESPECT Role, provides information on RESPECT'S obligations, role and responsibilities for managing the RESPECT program as the State's CNA.

Chapter 4: Invoicing and Payment, provides the processes that will be followed by RESPECT and Certified Employment Centers in meeting RESPECT requirements for invoicing and payment

Chapter 5: Auditing and Record Keeping, provides the minimum requirements and activities required by RESPECT in fulfilling its contractual and compliance obligations. The chapter also provides guidance for assignment of duties to ensure independence and separation of duties and responsibilities as needed to ensure the program operates in accordance with generally accepted accounting principles (GAAP).

Chapter 6: Awards Program, provides the policy and procedures that will be followed to recognize and reward outstanding individuals, customers and Certified Employment Centers.

Chapter 7: Performance Surveys and Measurements, provides evaluation of client and customer satisfaction with the Certified Employment Centers and RESPECT in accordance with the CNA contract with the Department.

Chapter 8: Document Management, provides the policy and procedures that will be followed by RESPECT in developing and maintaining its Policies and Procedures manual.

Chapter 9: Marketing, provides the policy and procedures that will be followed in meeting the requirements of the Law, governing rules, and the RESPECT of Florida Policies and Procedures manual regarding marketing of the RESPECT program and Certified Employment Centers' commodities and/or service contracts.

Chapter 10: Reporting, provides the policy, activities and procedures that will be followed by Certified Employment Centers and RESPECT in meeting requirements regarding all aspects of reporting on the RESPECT program.

Chapter 11: Quality Assurance and Program Reviews, provide the procedures that will be followed by RESPECT in meeting the requirements of the Law, governing rules, the CNA contract with the Department, and the RESPECT Policies and Procedures manual.

Part Four: Appendix, provides supplemental information and sample forms for the program that may be useful to the users.

Appendix A: Terms and Definitions, provides those terms and definitions used throughout this Policies and Procedures manual. Some terms and definitions, however, may be germane only to one section and will be defined as applicable.

Appendix B: Florida Statutes, provides a copy of the applicable laws governing the RESPECT program.

Appendix C: Florida Administrative Code, are the rules that further define the obligation, roles and responsibilities of the CNA, Department, Employment Centers, and procuring governmental entities pursuant to Florida Statutes.

Appendix D: Contract and Amendment, is between the Department and the Florida Association of Rehabilitation Facilities dba RESPECT of Florida, giving RESPECT the

authority and requirements as the CNA to carry out the program on behalf of the State of Florida.

Appendix E-J: Samples of RESPECT forms: Employment Center Certification, Documentation of “Handicap,” Request for Assignment, Commodity Assignment Agreement, Service Assignment Agreement, and Proposal for Assignment. These forms may be updated or modified on an as needed basis.

Appendix K: Florida ARF Public Records Policy, provides the public records policy applicable to the RESPECT of Florida program.

Appendix L: Program Review Guidelines, provides a sample methodology for Program Reviews.

OVERARCHING ROLES AND RESPONSIBILITIES

The Department

- A. By way of competitive solicitation may designate a CNA to represent Employment Centers for individuals who are blind and/or may have severe handicaps in facilitating the allocation of orders by procuring governmental entities.
- B. Ensures compliance to the program by management and monitoring of the CNA contract.
- C. Accepts or denies RESPECT’S recommendations for certification of requesting Employment Centers and accepts RESPECT’s certification methodology for re-certification of Employment Centers.
- D. Accepts or denies RESPECT’S recommendations for assignments and pricing of commodities and services appearing on the Department’s procurement list to ensure fair market pricing and sufficient value added.

The CNA (i.e., RESPECT)

- A. Will carry out its contractual obligations to the fullest extent possible and provide a system, policies and procedures and a website to manage the RESPECT program.
- B. RESPECT will provide education to governmental entities on the requirements of the Law and the obligation to first consider purchasing RESPECT commodities and services listed on the Department’s procurement list.

C. Will not engage in the following activities:

1. Enter into nondisclosure agreements or contracts which prohibit employees or associates of RESPECT from meeting with, discussing or providing information requested by the Department or its authorized representatives.
2. Require that Employment Centers join or become a member of any industry or trade association as a condition of being part of RESPECT's network of Certified Employment Centers.

Certified Employment Centers

- A. Will meet and maintain certification requirements.
- B. Will request assignments in writing using RESPECT's approved forms.
- C. Will not offer its commodities and services under the auspices of the RESPECT program unless the services and commodities are approved by RESPECT for procurement by governmental entities through the RESPECT program.
- D. Will follow and maintain compliance with RESPECT's Policy and Procedures manual and Assignment Agreements.

PART TWO – EMPLOYMENT CENTERS

SCOPE

RESPECT is responsible for managing the initial and re-certification processes for Certified Employment Centers participating in the RESPECT program and selling commodities and/or services produced by individuals who are blind or severely handicapped to governmental entities. All RESPECT Certified Employment Centers agree to operate in accordance with the Law and conditions outlined in the RESPECT Policies and Procedures manual.

CHAPTER 1: CERTIFICATION OF EMPLOYMENT CENTERS

Certification provides the policy and procedures that will be followed by Employment Centers and RESPECT to become a RESPECT Certified Employment Center.

GENERAL

- A. Employment Centers wishing to provide services and/or commodities for sale to governmental entities must meet and maintain RESPECT certification requirements.
 - 1. Failure to do so will result in denial or revocation of certification.
 - 2. Under no circumstances will Certified Employment Centers provide commodities and/or services for sale to governmental entities under the RESPECT program until all certification and assignment requirements are met.

- B. RESPECT will develop initial and re-certification packages, accepted by the Department, with instructions, forms and document requirements to be used in determining if an Employment Center meets the minimum certification requirements that must be met and maintained.

- C. Prior to RESPECT recommending an Employment Center for certification, RESPECT will review the following to ensure the center is capable of producing goods and services in accordance with the Law and other governing regulations. Specific qualifications to be reviewed include: (ref: Appendix D, Contract, Section 6.6, Qualifications)
 - 1. Management experience;
 - 2. Past performance;

3. Capital and financial viability;
 4. Available equipment;
 5. Viability of partnerships with manufacturing;
 6. Marketability and quality of any proposed commodities and services;
 7. Warehousing space;
 8. Number of anticipated employees including compliance with RESPECT employment ratios; and,
 9. Location.
- D. To participate in the RESPECT program Employment Centers shall meet the following conditions:
1. Organized under the laws of the United States or this State, operated in the interest of blind and/or severely handicapped individuals ss. 413.033(3)(a-d) and ss. 413.033(4)(a-d), F.S., the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual;
 2. Comply with any applicable occupational health and safety standard prescribed by the Secretary of Labor of the United States.
 3. In the production of commodities and in the provision of services, whether or not the commodities or services are procured under ss. 413.033-413.037, F.S., during the fiscal year, employs blind and/or severely handicapped individuals for not less than 75% of the person-hours of direct labor required for the production or provision of the commodities or services: and,
 4. Meet the criteria for determining nonprofit status under the provisions of s. 196.195, F.S., and is registered and in good standing as a charitable organization with the Florida Department of Agriculture and Consumer Services under the provisions of Chapter 496, F.S.
- E. Employment Centers having questions or interested in the RESPECT program should contact RESPECT at 850-942-0905, or visit the RESPECT website at www.respectofflorida.org.

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- F. RESPECT will not take any actions, approvals or assignments for commodities and/or services regarding an Employment Center until the certification process has been completed.
- G. Acceptance or denials for certification requests
1. Acceptance: Once an initial certification package is accepted by the Department, RESPECT will notify the Employment Center of its status as a RESPECT Certified Employment Center and the dates of certification.
 2. Denial: Should a request for certification be denied, RESPECT will notify the Employment Center and provide technical assistance to correct the deficient issue(s).
 3. Annual re-certification will be required for all Employment Centers that have been previously designated as Certified Employment Centers.
- H. Calculating Handicap Ratios. The RESPECT program adheres to the Law which provides guidance for Employment Centers to use to determine “severely handicapped.” Further, the Law indicates Certified Employment Centers are to employ individuals who are blind and/or severely handicapped for not less than 75% for the direct labor hours required for the production or provision of commodities or services on an agency-wide basis.

As part of the RESPECT Certification Form and Checklist packet (ref: Appendix E: Employment Center Certification Forms and Certification Checklist), severely handicapped means any person who is so severely incapacitated by any physical or mental handicap(s) that they cannot engage in normal competitive employment because of such a handicap.

1. Some specific categories of blind and/or severely handicapped as defined above are listed below are examples and should not be considered exclusive:
 - a. Spinal cord injury,
 - b. Blindness,
 - c. Deafness,
 - d. Muscular dystrophy,
 - e. Multiple sclerosis,
 - f. Developmental handicaps or neurological disorders,
 - g. Severe orthopedic handicaps,
 - h. Multiple handicaps,
 - i. Severe personality or behavioral disorders including psychosis and neurosis,

- j. Severe pulmonary disease, and
 - k. Severe cardiac disorders.
- I. Certified Employment Centers shall maintain a file for each individual who is severely handicapped and/or blind to include:
- 1. A written report prepared by a licensed primary care provider, psychiatrist, or qualified psychologist, reflecting the nature and extent of the handicap or handicaps that cause such person to qualify as severely handicapped (ref: Appendix F: Documentation of Handicap Sample Form); OR,
 - 2. A statement from one of the following state or federal agencies indicating that the individual has been determined eligible for services by the agency:
 - a. Division of Vocational Rehabilitation
 - b. Division of Blind Services,
 - c. Department of Education, Special Education student prior to January 1, 2015,
 - d. Agency for Persons with Disabilities,
 - e. Department of Children and Family Services –
 - f. Adult Mental Health Services,
 - g. Social Security Administration, Disability
 - h. Department of Health - Division of Disability Determinations.
 - 3. Certified Employment Centers are to have on file for each individual who is blind and/or severely handicapped pre-admission evaluations and annual re-evaluations of the individual’s capability for normal competitive employment prepared by a person or persons qualified by training and experience.
 - 4. Certified Employment Centers are to have an ongoing placement program that includes staff assigned evaluation duties and liaison responsibilities with appropriate community services such as the State Division of Blind Services, Division of Vocational Rehabilitation and others. Individuals whose most recent evaluations show them to be capable of competitive employment should be referred to the appropriate entities for job placement opportunities.
 - 5. It is the responsibility of RESPECT Certified Employment Centers to hire individuals employed through the RESPECT program who meet the definition of “blind and/or severely handicapped.” When establishing eligibility for blind and/or severely handicapped Employment Centers will need to understand that: The statutory definition allows for employment of individuals, or classes of individuals, with physical

or mental diagnoses that constitute a substantial handicap to employment of such a nature that prevents the individual from engaging in competitive employment.

6. It is the responsibility of RESPECT to ensure that Certified Employment Centers meet the program criteria and requirements outlined within this Policies and Procedures manual. Within these parameters, RESPECT will ensure Certified Employment Center compliance via recertification and Program Reviews.
7. RESPECT will provide consultation as needed with Certified Employment Centers and work with state and local entities to promote compliance.

INITIAL CERTIFICATION

- A. Employment Centers will make application to RESPECT by completing the Initial Certification package, which includes the forms and document requirements with instructions for properly completing and submitting the package to RESPECT.
- B. The Initial Certification package is available by contacting RESPECT or from the RESPECT website at www.respectofflorida.org. Original signatures are required.

ANNUAL RE-CERTIFICATION

- A. Certified Employment Centers desiring to maintain certification and/or continue providing commodities and/or services to governmental entities must renew their certification annually.
- B. By August 15th, Certified Employment Centers will complete and submit the annual re-certification documentation and forms, signed by an officer of the corporation and a board member of the Certified Employment Center's corporation, to RESPECT for the previous 12-month period ending June 30th. Original signatures are required.
- C. Annually RESPECT will:
 1. By June 30th of each year, send out an annual re-certification package to all currently Certified Employment Centers.
 2. Upon receipt of completed packages from Certified Employment Centers a review of the package will be performed for completeness and compliance by October 1st.

3. Approve re-certification status for all Certified Employment Centers seeking re-certification.

INACTIVE STATUS

- A. An Employment Center that is “certified” but not actively producing commodities and/or services for the RESPECT program will be referred to as an inactive Employment Center.
- B. A certified, but inactive, Employment Center desiring to maintain certification status will meet the provisions of this Policies and Procedures manual.

FAILURE TO COMPLY WITH ANNUAL CERTIFICATION REQUIREMENTS

- A. Any Certified Employment Center failing to submit a properly completed annual re-certification package to RESPECT by October 1st will no longer be qualified to furnish commodities and/or services to governmental entities. To regain certification, the Employment Center will be required to meet all certification requirements before it can again furnish commodities and/or services to governmental entities.
- B. **Monitoring Status:** As a result of issues identified within the re-certification process, Program Reviews, site visits, outside audits, customer complaints, corrective action plans, etc., a Certified Employment Center may be placed under monitoring status. Monitoring status will occur monthly, quarterly, or some other frequency as determined by RESPECT to ensure the resolution of concerns or issues.
- C. **Corrective Action Status:** Formal corrective action plans will be developed by Certified Employment Centers when the center fails to meet requirements of the RESPECT program. These failings are generally more severe in nature than issues that give rise to Monitoring Status. Instances of such severity might include but are not limited to failure to meet handicap ratios, poor or absent documentation of handicaps, continued unavailability or unresponsiveness of Certified Employment Center staff, inability to meet key deadlines, improper wages, excessive revenue over expenses, gross misrepresentations of costs, persistent quality and timeliness issues, or improper classifications of employees, etc.

The process for corrective action status will be as follows:

1. RESPECT will notify the Certified Employment Center with a “Notice of Corrective Action Needed” letter which will include a deadline for the Certified Employment

Center to submit a plan of corrective action for approval and deadlines for coming into compliance.

2. RESPECT will review the proposed Corrective Action Plan (CAP) for responsiveness and seek additional information from the Certified Employment Center as needed. RESPECT will communicate approval of the CAP to the Certified Employment Center once the plan is deemed responsive.
3. As a requirement of the corrective action process, the Certified Employment Center will be asked to submit no less than quarterly updates indicating progress toward full compliance. An example of this would be a quarterly Ratio Compliance Review form to document progress toward meeting handicap ratio requirements.
4. Once RESPECT has verified the issues have been resolved, the Certified Employment Center will be taken off corrective action status.
5. While on corrective action status, RESPECT will suspend the assignment of any new commodities or services to the Employment Center.
6. Continued noncompliance with the agreed upon CAP for four quarters will result in reassignment of service contracts or commodities to another Certified Employment Center.
7. Fraudulent activity or continued noncompliance by a Certified Employment Center without showing significant improvement during the corrective action process will result in a recommendation to the Department to decertify the center.

D. Direct Labor Requirements:

If it is determined during the annual re-certification process that a Certified Employment Center does not meet the direct labor requirements, the compliance process will be as follows:

1. A letter will be sent to the Certified Employment Center advising of non-compliance and the need to reach compliance within the next four (4) fiscal year quarters with a request that the Certified Employment Center submit a CAP on steps to correct the areas of non-compliance.
2. Quarterly, the Certified Employment Center will send RESPECT a Ratio Compliance Review form by a specified date. The review form will reflect the direct labor hours

and number of individuals employed that were blind and/or severely handicapped and employed during the reporting quarter. Direct labor hours will be calculated the same as for the initial certification and annual re-certification process. The Certified Employment Center's response will be used to determine if the corrective action resulted in significant progress towards compliance with the direct labor requirements.

3. RESPECT will provide technical assistance to the Certified Employment Center in identifying problem areas and actions that assist in achieving compliance with direct labor requirements and other areas of concern.
- E. If the Certified Employment Center does not meet the requirements for re-certification, RESPECT will notify the center in writing and the Center will not be able to participate in the RESPECT program until further notice.
 - F. RESPECT has a responsibility to ensure compliance through the re-certification process. If upon submission of a Certified Employment Center's re-certification documentation a significant concern is identified, such as with the handicap ratio, the Certified Employment Center will be placed on Corrective Action Status. Less significant deficiencies will result in enhanced monitoring status for the Certified Employment Center
 - G. In the instance of RESPECT's decision to deny re-certification, Certified Employment Centers will have the right to request in writing a review of the denial within 30 days of notification. The RESPECT program response will be evaluated by the RESPECT Oversight Committee to ensure consistent application of policies and procedures. the Department will be notified of the outcome.

CHAPTER 2: DEVELOPMENT, ASSIGNMENT AND PRICING:

SCOPE

RESPECT is responsible for the development, pricing and assignment of commodities and/or services offered by Certified Employment Centers and produced by individuals who are blind and/or severely handicapped for sale to governmental entities.

Development, Assignment and Pricing is the policy and procedures document to be followed by RESPECT and Certified Employment Centers in the selling of commodities and services to governmental entities through RESPECT.

GENERAL

The most challenging steps in developing a commodity or service are determining the market need and price to ensure that the Certified Employment Center recovers allowable costs.

The process for getting a commodity or service ready for purchase by a governmental entity can have many variables and is based largely on the complexity and market demand for a commodity or service.

- A. RESPECT will, at a minimum, perform the following activities in fulfilling its duties, role and responsibilities (ref: Appendix D: Department/RESPECT Contract & Amendment, section 6.9):
 - 1. Develop policies, procedures and forms to be used by Certified Employment Centers seeking commodities and/or services made available to sell to governmental entities through RESPECT.
 - 2. Recommend to the Department for approval commodities and services to be added to the Department's procurement list.
 - 3. Offer a range of commodities with prices and service contract pricing ranges listed on the RESPECT website. Commodities and services which require custom pricing will be listed, without prices, on the RESPECT website. Information for pricing quotes may be obtained from RESPECT Customer Services at 850-942-3555.
 - 4. At least every six months assess the needs of the customer base and the market viability of new commodities and services as well as the discontinuation of existing offerings.

5. Provide the Department with its current recommended prices for suitable commodities or services for approval based on the allowable costs to the Certified Employment Center.
6. Recommend to the Department, quarterly (i.e. quarter ending dates of December 31st, March 31st, June 30th and September 30th) suggested price changes for approved commodities and services due to market changes and through ongoing sales, market analysis and the customer survey process.
7. Monitor government entity websites for procurement opportunities.
8. Periodically review and identify expired state term contracts that may be suitable for Certified Employment Center(s).
9. RESPECT will take the following actions for those commodities and/or services approved by the Department and assigned to a Certified Employment Center:
 - a. Notify the Certified Employment Center of the Department and/or procuring governmental entity's decision and complete the assignment process.
 - b. Place the commodity and/or service on the Department's procurement list and RESPECT website.
 - c. Assist Certified Employment Centers with marketing of commodities and/or services to governmental entities.
 - d. Process all orders, invoices, collections, returns and payments to Certified Employment Centers.

TERMS, POLICY AND PROCEDURES RELEVANT TO BOTH COMMODITIES AND SERVICES

A. Ancillary Services (aka Subcontractors)

It is recognized that from time to time ancillary services may need to be provided by other Certified Employment Centers or private industry subcontractors.

1. Possible ancillary services include, but are not limited to:
 - a. Dumpster service,

- b. Trash removal,
 - c. Electrical, plumbing, other licensed or specialized work,
 - d. High rise window washing,
 - e. Demolition work, and/or
 - f. Rebuilds and the option of certain equipment.
2. When a Certified Employment Center determines it cannot provide an ancillary service, it will first work with RESPECT to determine if the ancillary service can be directed to another Certified Employment Center.
 3. If no other Certified Employment Center can provide the required ancillary service, the Certified Employment Center will need to document and submit a written request to RESPECT to subcontract with a private business to provide the service describing the reason, i.e., licensing, franchise or other technical reasons.
 4. The request for subcontracting for ancillary services may be identified and requested as part of the Pricing Package.
 5. The use of subcontractors should only be considered to provide seamless continuation of services or to meet customer needs.
 6. Use of subcontractors of ancillary service will not be counted against a Certified Employment Center in the calculation of indirect or direct labor hours for certification or assignment purposes.

B. Assignments

Certified Employment Centers must comply with RESPECT requirements and may not produce or provide its commodity and services under the RESPECT program until an Assignment Agreement is fully executed. The Department must approve all commodities to be added to the State Procurement List and listed on the MyFloridaMarketPlace catalog.

1. Amendments: An Assignment Agreement can be amended if it is determined by all parties that the amendment is necessary, and in accordance with this Policies and Procedures manual.

2. Cancellation of Assignments: Assignments may be cancelled if and when either the Department, RESPECT, procuring governmental entity and/or the Certified Employment Center determines that the Certified Employment Center can no longer produce or provide the assigned commodities and/or services.
 - a. Resolution and corrective action of concerns is the first and preferred action to be taken by RESPECT. However, if issues cannot be resolved and the assignment is cancelled, the Certified Employment Center will be notified in writing, the commodity and/or service will be removed from the Department's purchasing list and RESPECT's Website and the Assignment Agreement will be terminated.
 - b. Assignments will be cancelled in accordance with the Assignment Agreement or within 30 days' written notice if not specified in the Assignment Agreement.
3. Reassignment: If the Department, RESPECT, procuring governmental entity and/or the Certified Employment Center determines that the Certified Employment Center can no longer produce or provide the Assigned commodities and/or services, the following guidelines will be followed:
 - a. The RESPECT Certified Employment Center will notify in writing of the intent to cancel the Assignment Agreement.
 - b. RESPECT may reassign the commodity and/or service to another Certified Employment Center in accordance with RESPECT's assignment procedures.
 - c. RESPECT cannot reassign or remove a product and/or service from the Department purchasing list without the Department's approval.
4. Renewal of Assignment Agreement for Service Contracts: RESPECT service Assignment Agreements reflect the terms of the individual service contracts. Should a service contract need to be renewed, extended, or amended, RESPECT will negotiate requested changes between the governmental entity and the Certified Employment Center.
5. Continuation of RESPECT Commodity Assignment Agreements: The existing Assignment agreements will be subject to continuation based on the determination from the Department of Management Services to renew the Central Nonprofit Agency State Term Contract between Florida ARF dba RESPECT of Florida and the State of Florida.

6. **Reactivation of an Assignment Agreement:** Should RESPECT identify the need for a commodity or service that has previously been performed or supplied by a Certified Employment Center but has been discontinued, prior to issuing a Proposal for Assignment, RESPECT will first offer that commodity or service to the Certified Employment Center that previously performed the assignment, provided the Center terminated the Assignment Agreement in good standing.

C. Cost Recovery

1. The pricing submitted to RESPECT for commodities and/or services should recover the cost of new materials, labor, overhead and delivery, but without profit, and seek price adjustments in accordance with changing cost factors.
2. If a pricing package does not recover costs, the Certified Employment Center may be required to submit information on how it will recover costs through other sources.
3. **Allowable Contract Variances:** For new and continuing contracts, allowable contract variances will be generally limited to 3% of the subtotal of raw materials, direct labor, indirect labor, and shipping costs. This subtotal does not include fringe benefit costs, general and administrative overhead, or the RESPECT CNA fee. RESPECT may have special, exceptional circumstances on a case-by-case basis to cover risks that are not sufficiently addressed under the 3% limit up to 5% with prior approval from RESPECT.

D. Direct Labor Ratio Requirements

Agency-Wide Ratio: All Certified Employment Centers are required to employ blind and/or severely handicapped individuals for not less than 75% of the person-hours of Direct Labor required for the production or provision of commodities and services produced on an agency-wide basis, whether or not the commodities or services are procured under ss 413.032-413.037, F.S.

Per Assignment/Contract: Each Assignment/ Contract for commodities and/or services with a Certified Employment Center must demonstrate a majority of the direct labor hours provided in the production of each RESPECT commodity/service contract are provided by employees who are severely handicapped. Majority of labor shall be defined as at least 51% of the direct labor hours worked by individuals with severe handicaps. (In addition to the commodity/service contract majority of

labor requirement, Certified Employment Centers must also meet the agency-wide 75% Direct Labor requirement.)

1. Certified Employment Centers are to maximize the percentage of Direct Labor provided by people with handicaps for each RESPECT commodity and service contract to ensure the intent of the law is met.
2. As a result of Program Review findings, in cases where the direct labor ratio falls below 75% on any individual service contract or commodity, RESPECT will assess the need for monitoring oversight and when deemed appropriate implement Monitoring Status until the Certified Employment Center demonstrates compliance to the agency-wide direct labor ratio requirement is not in jeopardy.
 - a. When determining the need for monitoring status, RESPECT will consider factors that may affect the Certified Employment Center's agencywide Disabled-Labor Ratio including: The impact of new or terminating contracts, data indicating significant improvement towards meeting the agency-wide ratio requirement, and whether the ratio has improved to the extent the agency-wide ratio is no longer at risk.
 - b. Closure of Monitoring Status will be evaluated on a case-by-case basis.
3. Failure of a Certified Employment Center to meet the majority of Direct Labor Hours requirement for any commodity or service contract at any time during the year will automatically result in immediate Corrective Action Status and can result in loss of the assignment/contract.
4. If for any reason a Certified Employment Center determines that it is at risk of not meeting the direct labor ratio requirement during the fiscal year for a specific Service Contract or Commodity Assignment, it will:
 - a. Provide RESPECT with a written explanation as to why compliance with the direct labor ratio requirement is at risk along with actions that will be taken to achieve the direct labor ratio requirement.
 - b. Report on actions and progress made to meet the intent of the Law to ensure compliance in accordance with Part Two, Chapter 1: Certification, Section V.
 - c. Understand that substantial and continuing noncompliance with the Law that relates to the commodities or contractual services offered shall result in the

Certified Employment Center being suspended or removed from the Procurement List by the Department.

5. New Assignment Start-Up Provisions: For new service contracts that are initially negotiated with a previously existing workforce in place, RESPECT may provide a time-limited exemption to the direct labor ratio requirements if the Certified Employment Center can demonstrate intent to comply with ratio requirements within one year of the effective date of the contract. The following guidelines will be followed regarding approval of this provision:
 - a. The Certified Employment Center agrees that the majority of direct labor hours provided in the production of each RESPECT commodity and each service contract are to be provided by persons who are blind or are severely handicapped in accordance with these guidelines.
 - b. When an existing workforce is assumed, RESPECT can approve a start-up plan that demonstrates how the Certified Employment Center will ensure that ratio requirements will be met within one year from the effective date of the contract.
 - c. During the start-up phase, RESPECT will provide consultation assistance and quarterly monitoring to Certified Employment Centers to ensure significant progress is being made towards achievement of ratio requirements.
 - d. Failure to demonstrate significant progress in complying with the start-up plan, or failure to meet direct labor hour requirements by persons who are blind or severely handicapped, will result in corrective action measures as outlined in this document and will result in termination or reassignment of the service contract if the Certified Employment Center cannot meet the direct labor ratio requirement within 24 months of the contract start-up date.

E. Industry Impact

When required, the industry impact analysis will describe and assess the impact of an assignment on other parties that may be affected, which may include but is not limited to: (ref: Appendix D: Department/RESPECT Contract & Amendment, section 6.9)

1. Financial and employment information provided by the current contractor regarding the impact on the contractor's sales;

2. Whether the contractor has been a consistent supplier of the commodity or service and therefore more dependent on such sales; and,
3. Whether the current contractor is a Minority Owned Business or Women Owned Business (MBE) vendor. Note: If the current MBE vendor is in good standing, and the contract in question would compromise 15% or more of the vendor's business, RESPECT will not pursue the contract. Lesser contracts will be reviewed on a case-by-case basis.

F. Pricing and Price Packages for RESPECT Commodities and Services

Approval of Pricing and Pricing Packages: RESPECT reserves the right to propose initial pricing and to seek price adjustments when appropriate to ensure cost recovery when needed to ensure that the Certified Employment Center has adequate resources to meet customer needs. Any pricing or pricing package for either commodities or services that for any reason exceeds the actual cost to recover allowable cost; or, has general and administrative (G&A) cost exceeding the following thresholds will be reviewed on a case-by-case basis.

1. The G&A for service contracts will be calculated as a percentage of the sum of Direct Labor, Indirect Labor, and Fringe Costs. Allowable G&A thresholds are as follows:
 - a. Less than 8%: May be approved at the discretion of the RESPECT staff assigned to work on the pricing package and assignment.
 - b. Greater than 8% and up to 11%: Requires approval by the RESPECT Executive Director.
 - c. Greater than 11% and up to 18%: The RESPECT Executive Director will consult with the Florida ARF President/CEO before approving.
 - d. Greater than 18%: An 18% threshold G&A exemption may be approved for start-up costs but will not continue for more than one year from the date of start-up, i.e., contract effective date. The RESPECT Executive Director will seek the Florida ARF President/CEO's approval. Approval may be granted based on review of factors such as reasonable cost allocation plans, fair market pricing, size of the organization, direct labor hours provided by individuals who are blind or have severe handicaps, and comparisons to G&A costs within similar contracts. If granted, the RESPECT Oversight Committee will be notified of any G&A cost exceeding 18% and the rationale for approval.
2. The G&A for commodities will be calculated as a percentage of the price for the commodity less the CNA fee. Allowable G&A thresholds are as follows:
 - a. Ten Percent (10%) or Less (to include contingency percentage): May be approved at the discretion of the RESPECT staff.

- b. Greater than 10% and up to 15% (to include contingency percentage): May be approved at the discretion of the RESPECT Executive Director.
 - c. Greater than 15% and up to 18% (to include contingency percentage): The RESPECT Executive Director will consult with the Florida ARF President/CEO before approving.
 3. Should RESPECT or the Department fail to approve a pricing package on the grounds it does not recover the cost of raw materials, labor, overhead and delivery, without profit, the Certified Employment Center will be notified. Any pricing package denied by RESPECT or the Department will be returned to the Certified Employment Center with a justification for denial.
 4. Adjustments (Decreases and/or Increases): There may be times when the Certified Employment Center may be able to reduce or have a need to increase (collectively referred to as “adjust”) the current price of a commodity and/or service due to market changes or other allowable factors. A new pricing package will be submitted to RESPECT if a Certified Employment Center determines the current price for any commodity or service offered needs to be adjusted. The package will include written justification detailing the circumstances for the price adjustment. Examples of allowable circumstances can include any one or more of the following reasons but are not limited to:
 - a. Increase or decrease in shipping costs due to shipping location and/or quantity purchased.
 - b. Opportunities to reduce cost when volume discounts are given by suppliers of commodities used to produce or provide the commodity or service.
 - c. Manufacturing costs are reduced or increased due to changes in specifications of a commodity.
 - d. Raw materials or purchased parts can be obtained at reduced prices or only available at a higher price.
 - e. Production or administrative overhead can be reduced or must be increased due to prevailing wages.
 - f. The Department or procuring entity changes the original scope of work or specifications of the commodity or service.

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5. **Base Price:** Is the price used to determine an increase or decrease for the commodity or service contract. The base price is established first by the initial price and then each subsequent approved price adjustment.
 6. **CNA Fee:** RESPECT will charge a fee up to 6% of the total cost for commodities and/or services. This fee is used to fund the accounting, personnel, ordering infrastructure and systems, staff, web-based catalog and other program requirements needed to fulfill the contract with the Department.
 7. **Effective Date:** The effective date is the date the price for the commodity or service is approved by the Department (i.e., this may be determined by the date the Department posts the MyFloridaMarketPlace) and/or the procuring governmental entity. This applies to initial prices and price adjustments.
 8. **Pricing Package:** Is the approval process and Department approved forms to be completed and submitted to RESPECT when a Certified Employment Center is requesting an initial or adjusted price for a commodity or a service contract with a procuring governmental entity.
 - a. A separate pricing package exists for commodities and services and is available to the Certified Employment Center when a Request for Assignment or price adjustment is made.
 - b. The completed pricing package must meet all requirements of the Law and will be approved by RESPECT and the Department before the product is placed on the Department's Procurement List and RESPECT website for sale to governmental entities. A services pricing package developed for a specific governmental entity may require only the approval of RESPECT and the procuring governmental entity.
- G. **Revenue and Expenses:** Section 413.035(1) F.S. grants the Department the authority to determine the market price of all commodities and services offered for sale to governmental entities through RESPECT. Further, the price shall recover for the Certified Employment Center the cost of raw materials, labor, overhead, and delivery but without profit and shall be revised from time to time in accordance with changing cost factors.

The preliminary pricing of services and, to a lesser degree for commodities, may or may not result in revenues in excess of expenses. Revenues in excess of expenses can occur particularly when Certified Employment Centers pursue efficiencies through improved

processes and automation to be more competitive in pricing and delivery. RESPECT recognizes that within certain limits, revenues can exceed expenses and that they may be used to recover the cost of fluctuations in commodity markets, to expand operations and inventories and to develop commodities and commodity improvements to cover Certified Employment Center program needs. The following guidelines apply regarding revenues in excess of expenses:

1. Revenues in excess of expenses must be redirected back into the program for improvements, expansions and enhancements that lead to employment for individuals who are blind and/or have severe handicaps.
2. Revenues in excess of expenses shall be considered during the initial pricing and subsequent price adjustments of commodities and services as part of the Program Review process.
3. Revenues in excess of expenses for service contracts:
 - a. Excess revenue shall be redirected back into the program for improvements, expansions, and/or enhancements that lead to employment opportunities for individuals with severe handicaps.
 - b. Revenues in excess of expenses greater than 10% of the amount of the service contract amount will require the Certified Employment Center to provide a financial analysis showing the initial cost proposal compared with actual cost to show net/loss of funds for the assignment on an annual basis.
 - c. Revenues in excess of expenses greater than 10% will require review by the RESPECT Executive Director and the Florida ARF President/CEO to determine if pricing adjustments are warranted.
4. Revenues in excess of expenses for commodities: Revenues in excess of expenses for commodities will typically be limited by competitive pricing and the increasing costs of raw materials, labor, overhead and delivery which will drive pricing. In the event Certified Employment Centers improve processes or realize efficiencies that result in revenues over expenses, the revenues must be redirected back into the program for improvements, expansions, and/or enhancements that lead to employment for individuals with severe handicaps.
6. The Department shall retain final authority for approval of any proposed revenues in excess of expenses guidelines.

H. Value Added (aka Appreciable Contribution)

1. Commodities and/or services produced for sale to governmental entities through RESPECT must have value added, meaning significant labor from individuals who are blind and/or severely handicapped applied to raw materials or components resulted in a change in the composition or marketability of component materials.
2. Any commodity and/or service that entails a “pass through” on any part of a Certified Employment Center is not suitable for RESPECT assignment or for placement on the Department’s Procurement List.
3. RESPECT and the Department will determine value added through a review and analysis of the commodity and/or service pricing package, which includes:
 - a. The extent of employment benefits provided to blind and/or severely handicapped individuals. The Certified Employment Center shall project the number of people who are blind and/or severely disabled to be employed and the number of hours to be worked by individuals who are blind and/or severely handicapped.
 - b. Whether or not the reforming of raw materials or assembly of a component is appreciable or significant. The Certified Employment Center shall provide a breakdown of the production, assembly, and packaging steps involved in production of the commodity.
4. If it is not obvious whether or not the Certified Employment Center product or service meets value added requirements, RESPECT will consider the following:
 - a. Essentially the same tasks commercial industry performs in reforming raw materials to provide the proposed commodity or service to governmental entities; or,
 - b. A series of assembly and packaging operations using component parts all or some of which are procured by the Certified Employment Center; or,
 - c. Some combination of (a) and (b) above; or,
 - d. Essentially offering supplementary commodities or services to the primary

commodity and/or service, if the supplemented commodity and/or services are normally provided by the industry in conjunction with the primary commodity; and,

- e. Other factors RESPECT or the Department deem relevant.

COMMODITIES

The following requirements, terms and processes are applicable to the development, pricing and assignment of commodities. Terms and procedures applicable to both commodities and services can be found in this Chapter. (ref: Appendix A: Terms and Definitions)

A. Proposal for Assignments for Commodities

On occasion RESPECT, the Department, or a governmental entity may identify a need for a commodity that is not developed or offered through the RESPECT program in such case a Proposal for Assignment may be issued.

1. When such a need is identified, RESPECT will:
 - a. Develop a scope of work including, but not limited to, commodity specifications, customer base, sales history, timeframes, etc.;
 - b. Post the information in a Proposal for Assignment format on the RESPECT website (www.respectofflorida.org) for review and consideration by all Certified Employment Centers.;
 - c. Communicate to Certified Employment Centers that a Proposal for Assignment is posted and the instructions for accessing and responding; and,
 - d. Award the assignment to the Certified Employment Center that submits the most responsive proposal.
2. Certified Employment Centers interested in responding to a Proposal for Assignment will develop and submit a proposal based on the scope of work and instruction, and submit the response to RESPECT in a timely manner.
3. RESPECT will collect and evaluate proposals submitted timely to determine an award. Each proposal received on a timely basis will be evaluated and ranked based

on one or more of the following criteria, but is not limited to:

- a. Responsiveness, i.e., adhering to Proposal for Assignment instructions;
 - b. Proper completion of documents, form requirements and other instructions;
 - c. Cost breakdown and price to the customer;
 - d. Overall value added;
 - e. Capacity and financial resources of the Certified Employment Center;
 - f. Location of the Certified Employment Center;
 - g. Number of individuals who are blind or have severe handicaps who will be employed.
4. RESPECT will notify the selected Certified Employment Center of its intent to award the solicitation. If the Certified Employment Center accepts the award, RESPECT will submit the Certified Employment Center's proposal to the Department and/or the procuring governmental entity for approval.
- a. If the selected Certified Employment Center declines the award for any reason, then the award may be offered to the Certified Employment Center with the next highest ranking proposal.
 - b. If an award cannot be made for any reason, RESPECT will advise the Department and/or procuring governmental entity.

B. Request for Assignment – Commodities

1. When a Certified Employment Center desires to have a commodity assigned, it will complete and submit to RESPECT a Request for Assignment form. The Request for Assignment form is available upon request or from the RESPECT website.
 - a. At a minimum, the Request for Assignment form must contain:
 - 1) A clear identification of the commodity the Certified Employment Center proposes to offer;

- 2) A cost proposal (Cost Breakdown worksheet) for the offered commodity; and,
 - 3) Why it would be in the state's best interest to assign the commodity to the requesting Certified Employment Center.
- b. In some cases, pricing or other factors will be indeterminate at the time the Request for Assignment is submitted. Prior to submitting the commodity for addition to the Procurement List, any unresolved questions shall be answered as part of the development process.
2. RESPECT will review each Request for Assignment form received and work with the Certified Employment Center to determine market feasibility and, if applicable, an industry impact statement.
3. Once RESPECT and the Certified Employment Center determine that the commodity has market feasibility, RESPECT will provide the Certified Employment Center with a Commodity Pricing Package. The Certified Employment Center is responsible for properly completing and submitting the Commodity Pricing Package to RESPECT including the following elements if not already addressed in the Request for Assignment form:
 - a. Available supplies of raw materials, parts, equipment and/or finished goods;
 - b. Labor equipment, space and inventory needs;
 - c. Value added review;
 - d. Market price determination;
 - e. Sample of commodity if requested;
 - f. Cost of production and selling price, including quantity discounts;
 - g. Quality assurance plan; and,
 - h. Estimated number of individuals who are blind or have severe handicaps to be employed.
4. RESPECT will review the completed Commodity Pricing Package and work with

the Certified Employment Center on issues needing additional information or clarification. Once approved by RESPECT, the Commodity Pricing Package will be submitted to the Department for approval and assignment.

5. Approval of Assignment for Commodity Already Developed: If the commodity is already developed and market ready, once the Department accepts the assignment, the Certified Employment Center will be provided an Assignment Agreement and the commodity will be placed on the Department's Procurement List and the RESPECT website.
6. Approval of Requests for Assignment for Commodity Not Developed: The requesting Certified Employment Center will have nine months from the approval date of the Request for Assignment to develop the commodity to the satisfaction of the Department and RESPECT.
 - a. RESPECT will monitor all commodities in development and if within five months from the date of assignment the commodity is not ready, RESPECT will request a status update from the Certified Employment Center.
 - b. If it appears the commodity will not be ready within nine months from the date of the approved assignment, the Certified Employment Center may request a three-month extension of the assignment in accordance with this policy and procedure.
 - c. Assignment Not Approved: If for any reason a Request for Assignment is not approved, the Certified Employment Center will not be allowed by either RESPECT or the Department to sell the commodity through RESPECT.
 - d. A request for extension must be in writing and explain the challenges faced with the commodity development. The written request will contain action steps, and target dates for completion to develop the commodity.
 - e. RESPECT can deny the request for extension if there is no evidence of significant research or development of the commodity. If denied, RESPECT will notify the Certified Employment Center in writing and the Request for Assignment will be cancelled.
 - f. If the extension is approved:
 - 1) RESPECT will notify the Certified Employment Center in writing.

- 2) The Certified Employment Center will be required to submit a progress report every 30-days prior to the expiration of the approved extension. The progress report will include at a minimum: efforts to date, success towards meeting actions steps and timelines and any other challenges to final development of the commodity.
- 3) Additional extensions and timeframes will be reviewed and approved on a case-by-case basis.

C. Limitation on Requests:

No Certified Employment Center will have more than three commodities (i.e., does not include existing commodity line extensions) under assignment for development at any given time. If a Certified Employment Center determines that it does not want to pursue a Request for Assignment, a written request to withdraw the request should be forwarded to RESPECT.

D. Value Added Packaging – Commodity Specific:

Packaging of a commodity is not normally considered value added. However, under certain circumstances the Department and RESPECT will approve “Value Added Packaging” for certain commodities when the following exists:

1. The proposed commodity would provide significant employment for individuals who are blind and/or severely handicapped; and/or,
2. Packaging would entail appreciable additional value added to the commodity necessary for the efficient use and marketability of the commodity.

E. Commodity Codes:

A commodity will be given a category and commodity code when assignment occurs. A group of like commodities may be grouped under a single category, e.g., gel pens, and each variation will be assigned a different commodity code, e.g., medium point blue gel pens, fine point blue gel pens, etc.

1. The Department has the ultimate authority to determine if a specific item can be considered an extension of a category or if a separate assignment should be requested.

2. The Certified Employment Center will consult with RESPECT when wanting to exchange, expand, or add/delete categories under an existing commodity.

SERVICES

The following requirements, terms and processes are applicable to the development, pricing and assignment of service contracts.

A. Proposal for Assignment or Request for Quotes for Services

When RESPECT, the Department, and/or other governmental entities identify a service need or the need for expansion of an existing service the following procedures will be followed:

1. RESPECT working with the Department and/or requesting governmental entity will:
 - a. Develop a scope of work on the service, including but not limited to, location, customer base, sales history, timeframes, etc.; and,
 - b. Post the information in a Proposal for Assignment form on the website (www.respectofflorida.org) for review and consideration by all Certified Employment Centers.
 - c. Communicate to Certified Employment Centers that a Proposal for Assignment is posted and the instructions for accessing and responding.
2. Certified Employment Centers interested in the Proposal for Assignment will develop and submit a proposal based on the scope of work and instructions and submit to RESPECT in a timely manner.
3. RESPECT will evaluate proposals to determine the award. The evaluation of the proposals will be based on one or more of the following criteria, but is not limited to:
 - a. Responsiveness, i.e., adhering to Proposal for Assignment scope of work;
 - b. Proper completion of documents, form requirements and other instructions;

- c. Cost breakdown and price to the customer;
 - d. Overall value;
 - e. Capacity of the Certified Employment Center;
 - f. Location of the Certified Employment Center to the service area;
 - g. Current assignments for services; and/or,
 - h. Industry Impact Statement, if applicable.
4. RESPECT will notify the selected Certified Employment Center of its intent to award the solicitation. If the Certified Employment Center accepts the award, RESPECT will submit the Certified Employment Center's proposal to the procuring governmental entity for approval.
 5. If approved, RESPECT will notify the Certified Employment Center and provide an Assignment Agreement. The approved services will be added to the Department's Procurement List and RESPECT website.
 6. If not approved, the Certified Employment Center will not be allowed to move forward in the process and provide the services through the RESPECT program.

B. Request for Assignment of Services

1. Request for Assignment Process:

When a Certified Employment Center seeks a service contract assignment, it will complete and submit to RESPECT a Request for Assignment form. The Request for Assignment form is available upon request or from the RESPECT website. At a minimum, the Request for Assignment form must contain:

- a. A clear identification of the service the Employment Center proposes to offer;
- b. A cost proposal for the offered service;
- c. Why it would be in the state's best interest to assign the service to the requesting Employment Center.

- d. In some cases, pricing or other factors will be indeterminate at the time the Request for Assignment is submitted. Prior to submitting the service for addition to the Procurement List, any unresolved questions must be answered during the development process.

2. Special Service Assignment:

Typically, service contracts are assigned on a per contract basis specific to a given scope, at a specific location and performed for an individual customer. However, RESPECT recognizes some service contract assignments can be awarded to a Certified Employment Center that can offer the service on a statewide basis. In instances where a Certified Employment Center can demonstrate the capacity to perform services statewide or from a central location, RESPECT can assign a service category called a Special Service Assignment.

- a. In the event a Certified Employment Center seeks to develop a service contract opportunity for which another Certified Employment Center has a Special Service Assignment in place, RESPECT will evaluate on a case-by-case basis to determine whether the Special Service Assignment will take precedence over a similar Request for Assignment from another Certified Employment Center.
- b. If the Certified Employment Center with the Special Service Assignment does not have the capacity to assume the work proposed by another Certified Employment Center, RESPECT can approve the secondary proposal as long as the assignment does not remove work that could be assumed within six months from the Certified Employment Center holding the Special Service Assignment.
- c. Special Service Assignments will only be approved when the service is not specific to a particular location or governed by local entity needs. Examples of appropriate Special Service Assignments include call centers, help desks, or other work that can be successfully performed from a central location.

CHAPTER 3: ORDERING AND FULFILLMENT

SCOPE

RESPECT is responsible for developing and maintaining a catalog of commodities and/or services, managing an electronic website and overseeing needed processes to facilitate the ordering and fulfillment of commodities and/or services purchased by governmental entities from Certified Employment Centers.

Ordering and fulfillment provides the procedures that will be followed in meeting good business practices and requirements of the Law for the ordering and fulfillment of commodities and/or services.

GENERAL

- A. RESPECT will perform the following activities at a minimum to fulfill its duties, roles and responsibilities: (ref: Appendix D: Department/RESPECT Contract & Amendment, Sections 6.4, 6.13, and 6.14)
 1. Provide an online catalog that is continuously updated, with shopping cart capability and P-card capacity that allows desktop procurement.
 2. Use a fully integrated ordering system that allows for “real time” processing and tracking of orders by procuring governmental entities, Certified Employment Centers and RESPECT, resulting in faster turnaround time in payment.
 3. Process order allocations that follow policy guidelines of the Department.
 4. Maintain records to monitor equitable order allocation between Certified Employment Centers.
 5. Allocate orders to Certified Employment Centers based on the nature of the commodity and proximity to the procuring governmental entity to facilitate delivery.
 6. Receive orders from procuring governmental entities via the RESPECT website shopping cart, e-mail, fax and/or phone.

7. Forward orders received from procuring governmental entities via e-mail within two business days, to Certified Employment Centers that produce the ordered commodity. A paper copy will be saved.
8. RESPECT will enter into cooperative agreements (i.e., RESPECT Assignment Agreements) when one or more Certified Employment Center offers the same commodity and/or service.
 - a. These agreements will be entered into relative to allocation and can include priority of allocation with criteria such as distance to the purchaser.
 - b. The agreements may also include procedures for primary developer overflow production capacity involving multiple employment centers.
9. RESPECT will provide customer services through the following activities at a minimum:
 - a. Respond to questions and provide technical assistance;
 - b. Respond to problems and seek successful resolution of commodity order discrepancies with procuring governmental entities;
 - c. Act as a liaison between the procuring governmental entities and the Certified Employment Centers furnishing the commodity and/or services. and keep all parties apprised of progress on a frequent basis until the matter is resolved;
 - d. Process and coordinate orders from procuring governmental entities for commodities and services; and,
 - e. Advise governmental entities on new commodities and services.
- B. Certified Employment Centers will maintain compliance with all Certification requirements pursuant to this Policies and Procedures manual.
- C. All commodities and/or services placed on the Department's Procurement List and RESPECT website for purchase by a governmental entity will be developed, priced and assigned pursuant to the RESPECT Policies and Procedures manual.
- D. Certified Employment Centers are encouraged to access the RESPECT website to track and document questions regarding orders and update shipping and order information.

CATALOG OF COMMODITIES AND SERVICES

- A. RESPECT will maintain a current web-based catalog of all assigned commodities and services available for purchase by governmental entities.
- B. RESPECT will include on the Department's Procurement List and the RESPECT web-based catalog the price, commodity and/or service specifications, ordering and delivery information, volume discounts, and other pertinent information needed to assist the procuring governmental entity with its order.
- C. RESPECT will make the catalog available in other mediums as may be requested or to reasonably accommodate needs of blind and/or handicapped individuals.

ORDERING OF COMMODITIES AND SERVICES BY GOVERNMENTAL ENTITIES

- A. Available from the RESPECT Website Catalog
 - 1. Procuring governmental entities will place orders for commodities and services approved, assigned and offered on the RESPECT web-based catalog at www.RESPECTOFFLORIDA.org.
 - 2. Orders can be placed through the RESPECT on-line ordering system, by mail, phone, fax or e-mail, but must include the following information:
 - a. Order date;
 - b. Sold to (i.e., purchasing entity name and address and the contact person name, e-mail, phone number and address);
 - c. Ship to; (i.e., shipping to purchasing entity name and address and the contact person name, e-mail, phone number and address);
 - d. Purchase order number;
 - e. Item numbers from catalog;
 - f. Quantity ordered;
 - g. Unit quantity (i.e., each, case, etc.); and,

h. Unit price from the RESPECT catalog.

B. Not Available on the RESPECT Website Catalog

1. If the Department or governmental entity inquires to the availability of a product or service not on the Department's procurement list or RESPECT website, RESPECT will research the product or service being requested to determine if it is not available or to determine if another product and/or service may be suitable.
2. If the commodity and/or service is not currently assigned or available, RESPECT will assess the need to pursue a new product or service for development in accordance with this Policies and Procedures manual.

PROCESSING ORDERS RECEIVED FROM GOVERNMENT AGENCIES

A. Upon receipt of an order, RESPECT will process (i.e., e-mail) the order the same day to the Certified Employment Center that produces the ordered commodity. A paper copy will be saved. Orders received after 2:00 p.m. E.S.T, can be considered received the following day. Governmental entity commodity orders will be processed within 2-14 calendar days.

B. Certified Employment Centers will perform service contract requests in accordance with the requirements stated in the governmental entity contract guidelines.

C. Delivery of Orders

1. All commodities and services will be furnished and delivered in accordance with Assignment Agreements and specifications provided on the Department's procurement list and RESPECT website.
2. Commodities, unless otherwise indicated:
 - a. Employment Centers will clearly stamp the product package shipped to procuring governmental entities with "All shortages and/or damages are to be reported to RESPECT of Florida within 15 days of receipt."
 - b. Commodities will be delivered by common carrier within 2-14 calendar days from receipt of the order in accordance with the Contract.
 - c. Commodities will be delivered and unloaded by the common carrier and placed

on the procuring governmental entity's loading dock. Delivery beyond this point must be requested by the procuring governmental entity when the order is placed and will be billed to the procuring governmental entity.

- d. When commodities are shipped, Certified Employment Centers must enter tracking information through the Employment Center portal.

D. Discrepancies and/or Damaged/Lost Commodities

1. RESPECT will provide information and instructions to procuring governmental entities on the receipt and handling of order discrepancies and/or damaged/lost commodities.
2. RESPECT will provide customer service support and will act as the liaison between the Certified Employment Center and the procuring governmental entity to resolve discrepancies and damaged or lost commodities.

PROTOCOL FOR RESPECT EMPLOYMENT CENTERS AND COMPETITIVE BIDS

- A. In accordance with Chapter 413, F.S., state governmental entities are to purchase commodities and services from RESPECT as long as the commodity or service meets comparable performance specifications and comparable price and quality requirements as determined by the Department or the involved governmental entity. Typically, RESPECT involvement occurs before governmental entities pursue the competitive bid process.
- B. RESPECT's role in the competitive solicitation process is not addressed per se by Chapter 413, F.S. The statute is based on the premise that RESPECT had the opportunity to engage and that RESPECT should be considered as a vendor of choice if the involved commodity or service meets comparable performance specifications and comparable price and quality requirements. This means pricing offered by RESPECT must be comparable, or competitive, to be considered by governmental entities. The following protocol outlines the rules of engagement for RESPECT and Certified Employment Centers regarding competitive bidding solicitations by governmental entities.
 1. Certified Employment Centers cannot pursue a contract with a procuring entity that has been set aside for RESPECT and for which a Certified Employment Center has been assigned as the Employment Center of record by RESPECT.
 2. For any contract being held by RESPECT and for which a Certified Employment

Center has been assigned, the performing Certified Employment Center cannot make an attempt to divert the contract away from RESPECT unless that decision is mutually arrived at in discussions with RESPECT, including competitive bidding.

3. Open and unrestricted contract opportunities (not having RESPECT involvement) with governmental entities may be pursued independently by Certified Employment Centers without RESPECT but cannot claim RESPECT designation per Chapter 413, F.S., and will have to follow applicable procurement guidelines.
4. Certified Employment Centers that have submitted price proposals for a service contract through RESPECT for procurement through the provisions of s. 413.036, F.S. relinquish the option, for a period of one year, to competitively bid on the same contract should the contract subsequently become available to the general public through the competitive bid process unless the Certified Employment Center offers a comparable bid for a comparable scope of work. In the event the Certified Employment Center does not adhere to this policy, the Certified Employment Center will not be afforded the benefit of later securing the subject contract through the provisions of s. 413.036, F.S. and will also be subject to re-evaluation of eligibility for assignments.

PART THREE – RESPECT ROLE

CHAPTER 4: INVOICING AND PAYMENT

SCOPE

RESPECT is responsible for developing and managing a system for the invoicing and payment of commodities and services purchased by the Department and governmental agencies from Certified Employment Centers participating in the RESPECT program.

Invoicing and payment provide the processes that will be followed by RESPECT and Certified Employment Centers in meeting RESPECT requirements for invoicing and payment.

GENERAL

- A. RESPECT will at a minimum perform the following activities: (ref: Appendix D: Department/RESPECT Contract & Amendment, Sections 6.4, 6.13, and 6.14)
 - 1. Process invoices to the procuring governmental entities for the delivered and accepted commodities and/or services.
 - 2. Manage open invoices until paid, sending reminders as needed for late payment.
 - 3. Pay invoices and organize supporting hard copies of paperwork that will be filed in boxes and maintained on site for one year. After one-year, boxed invoices will be archived for five years after the expiration or termination of the Department’s contract with Florida Association of Rehabilitation Facilities dba Respect of Florida as the designated CNA.
- B. Certified Employment Centers will maintain compliance with this Policies and Procedures manual regarding orders and invoicing requirements.
- C. RESPECT will provide customer services through the following activities, at a minimum:
 - 1. Respond to questions and provide technical assistance;
 - 2. Respond to problems and seek successful resolution of product order discrepancies with procuring governmental entities;

3. Act as a liaison between the procuring governmental entities and the Certified Employment Centers furnishing the product or services and will keep all parties apprised of progress on a frequent basis until the matter is resolved;
4. Process, coordinate, and invoice orders from procuring governmental entities; and,
5. Advise governmental entities when possible of new commodities and services.

INVOICING

A. Certified Employment Center to RESPECT

1. The Certified Employment Center will forward an invoice to RESPECT for the delivered commodities or services (i.e., actual commodities shipped or services provided) to procuring governmental entities. The invoice will be attached to a hard copy of the order.
2. Invoices are to be prepared and submitted to RESPECT within 2-14 days after shipment of the commodities and/or service delivery.

B. RESPECT to Procuring Government Entity

1. RESPECT will manage all open invoices until paid, sending reminders as needed for late payments.
2. If the order was received as follows:
 - a. Purchase Order: RESPECT will prepare and submit an invoice to the procuring governmental entity within 3 business days of receipt of the Certified Employment Center's invoice.
 - b. Credit Card: The credit card will be charged within 1-3 business days from receipt of the Certified Employment Center's invoice.

PAYMENT

A. Procuring governmental entity to RESPECT

1. If the order was received by Purchase Order: The procuring governmental entity has up to 40 days, upon receipt of invoice, to remit payment either by mailed

check or electronic fund transfer, with the invoice number properly referenced.

2. If the order was received by Credit Card: Payment should be remitted two days after the card is charged.

B. RESPECT to Certified Employment Center

Upon receipt of payment from the procuring entity, RESPECT has seven to ten days to remit payment either by mailed check or electronic fund transfer, with the invoice number properly referenced.

CHAPTER 5: AUDITING AND RECORD KEEPING

SCOPE

In its role as the CNA, RESPECT is responsible for a variety of audit and record keeping requirements.

Auditing and record keeping provides the minimum requirements and activities required by RESPECT in fulfilling its contractual and compliance obligations. The chapter also provides guidance for assignment of duties to ensure independence and separation of duties and responsibilities as needed to ensure the program operates in accordance with Generally Accepted Accounting Principles (GAAP).

GENERAL

- A. RESPECT will comply with applicable federal and state auditing and recordkeeping requirements.
- B. RESPECT will have annual audits of the Florida Association of Rehabilitation Facilities Financial Statements' conducted by an independent accounting firm with auditing standards generally accepted in the U.S. and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. RESPECT will comply with all applicable state auditing standards.
- C. RESPECT will request program and other needed audits by outside parties as circumstances or need dictates in accordance with the Department's contract terms. (ref: Appendix D: Department/RESPECT Contract & Amendment, Section 6.8)
- D. To facilitate independence from RESPECT and the separation of duties and responsibilities, RESPECT may utilize staff or resources to assist in the management and monitoring of the Contract. This will include but not be limited to: (ref: Appendix D: Department/RESPECT Contract & Amendment, Section 6.8)
 - 1. Employment Center quality assurance audits and commodity testing will include an individual experienced in rehabilitative services. The purpose of such audits will be to assist RESPECT in ensuring that Certified Employment Centers are operating in accordance with the Law, the rule and the RESPECT Policy and Procedures manual. Criteria and documents that will be used for this purpose will include, but not be limited to:

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- a. Sections 413.034 through 413.037, F.S. and Sections 60E-1001 through 1.0005, F.A.C. These citations address “other severely handicapped” and “severely handicapped individuals” and the requirements that Certified Employment Centers shall maintain files which contain records prepared “by a licensed primary care provider, psychiatrist, and/or psychologist” or agency verifying an individual’s eligibility.
 - b. Annual financial audits, performance audits such as RESPECT Program Reviews, or other reviews by independent business or state agencies of the Certified Employment Center that address the above criteria or other criteria identified by RESPECT, may be used in lieu of formal audits or on-site reviews of Certified Employment Centers.
 - c. The agreed-upon procedures in the RESPECT Policies and Procedures manual.
 - d. Documentation regarding frequent pricing changes, discrepancies in billing, customer complaints, delays in invoicing/delivery and frequent issuing of purchasing exceptions.
2. Audit information will be made available to the Department and kept on record.
- E. Participating Certified Employment Centers are to comply with all federal, state, and contract auditing and recordkeeping requirements, which includes but is, not, limited to personnel records.
 - F. RESPECT will make available to the Department its records and those of participating Certified Employment Centers during regular business hours to authorized Department personnel, including the following:
 1. Financial, program, workers’ compensation and other audits;
 2. Annual filing of IRS form 990, Return of Organization Exempt from Income Tax;
 3. Quarterly filing of Florida UCT-6 State Unemployment Tax Return;
 4. Form 941, Pay Tax Return;
 5. RESPECT sales reports for the program by commodity/service, by customer and by center;

6. Monthly financial statements, including cumulative actual and pro-forma comparatives and projections;
 7. Quarterly/monthly aged receivable and payable reports; and,
 8. Personnel records.
- G. RESPECT will maintain an accounting system to enable access for financial information on a real time basis, allowing the Department to participate in “spot audits” as it deems necessary.
- H. Certified Employment Centers providing services and acting on behalf of any public agency as provided under section 119.011(2), F.S., are to comply with current Florida law regarding public records requests including:
1. Keep and maintain public records that ordinarily and necessarily would be required to perform the service.
 2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided in a format that is compatible with the information technology systems of the Department.

The State may unilaterally cancel contracts for refusal by the Employment Center to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. [119.07\(1\)](#) F.S.

5. Ref: Appendix K: Florida ARF Public Records Policy for public records policies that apply to RESPECT of Florida.

CHAPTER 6: AWARDS PROGRAM

SCOPE

RESPECT, as part of its philosophy to foster an environment of appreciation and respect for all individuals, will recognize individuals, customers and Certified Employment Centers that have made outstanding and significant contributions to the program through an annual awards program.

The awards program provides the policy and procedures that will be followed to recognize and reward outstanding individuals, customers and Certified Employment Centers.

GENERAL

Annually, RESPECT will acknowledge individuals, customers and Certified Employment Centers contributing to the success of the RESPECT of Florida program. RESPECT will determine the award recipients through nominations, for one or all award categories, as submitted by Certified Employment Centers that properly complete the nomination forms and return the documents to RESPECT in a timely manner.

ANNUAL AWARDS

- A. Annually, RESPECT will present awards to individuals who are blind and/or severely handicapped and are employed by a Certified Employment Center. Recognition may also be given to customers, Employment Centers, or other recipients. Examples of awards include:
 - 1. Employee of the Year for Commodities;
 - 2. Employee of the Year for Services;
 - 3. Rookie of the Year;
 - 4. Most Improved Employee of the Year;
 - 5. Employment Center of the Year for Commodities and for Services;
 - 6. Customer of the Year for Commodities and for Services; and

7. Individual Special Recognition, (optional).
 - B. By July 15th of each year, RESPECT will send out instructions and nomination forms to Certified Employment Centers for awards nominations.
 - C. RESPECT representatives will evaluate all nominations submitted on properly completed forms and select the winners.
 - D. RESPECT will collect information on the winners for the awards presentations and organize the annual awards luncheon where award recipients are recognized. Awards will be mailed to a recipient that is not present at the awards ceremony.

CHAPTER 7: PERFORMANCE SURVEYS AND MEASUREMENTS

SCOPE

RESPECT is responsible for both client and customer satisfaction with the RESPECT of Florida program.

Surveys and measures are used to evaluate client and customer satisfaction with the Certified Employment Centers and RESPECT in accordance with the CNA contract with the Department. This process involves measurement of the satisfaction level of the employees of Certified Employment Centers and procuring governmental entities, as well as a set of performance measures under which RESPECT will operate and monitor success in meeting program requirements.

GENERAL

- A. RESPECT will survey clients, customers and Certified Employment Centers at least annually to gauge satisfaction with the RESPECT program. (ref: Appendix D: Department/RESPECT Contract & Amendment, Sections 6.1 and Section 6.4)
- B. RESPECT is expected to achieve a minimum score of 90% on all performance surveys.
- C. RESPECT will on an annual basis:
 - 1. Mail or e-mail surveys with instructions for completing to RESPECT customers and Certified Employment Centers. Client satisfaction surveys will be provided to the Certified Employment Centers for distribution to clients.
 - 2. Results will be computed and maintained by RESPECT for review at any time by the Department. Annual results and comparisons will be calculated and included in the RESPECT annual report and presented to the Department.
- D. RESPECT will develop and operate under a set of performance measurements that contribute to meeting program requirements and allow for the monitoring of progress towards meeting those requirements.

CLIENT SATISFACTION AND PERFORMANCE SURVEYS

- A. Clients are those individuals who are blind and/or have severe handicaps and employed through the RESPECT program, either as an employee of the Certified Employment

Center or another organization through a partnership or contractual agreement with the Certified Employment Center.

- B. Clients will be surveyed quarterly to gauge satisfaction with training and placements, including but not limited to:
 - 1. Salary;
 - 2. Working conditions; and,
 - 3. Job responsibilities.
- C. At least 25% of the clients at each Certified Employment Center must complete a Client Satisfaction Survey each quarter, with the objective being 100% of the clients being surveyed at the end of the reporting year.
- D. Results from these performance surveys and client focus groups will be used to guide future training and employment placement opportunities.

CUSTOMER SATISFACTION AND PERFORMANCE SURVEYS

- A. Customers are those governmental entities purchasing and using RESPECT commodities and/or services.
- B. Customers will be surveyed to gauge satisfaction with procured commodities and/or services.
- C. Results from the customer surveys and focus groups will be used to guide innovations and improvements.

CERTIFIED EMPLOYMENT CENTER SATISFACTION AND PERFORMANCE SURVEYS

- A. Certified Employment Centers will be surveyed no less than annually to gauge satisfaction with various aspects of the RESPECT program.
- B. All Certified Employment Centers, whether active or inactive, are required to complete at least one survey annually.
- C. Results from the customer surveys and focus groups will be used to guide innovations and improvements.

PERFORMANCE MEASUREMENTS

- A. Annually, RESPECT will develop performance measurements and submit the proposed measures to the RESPECT Oversight Committee for discussion and approval. These performance measures should support the key components of the RESPECT program including:
 - 1. Job opportunities for persons with handicaps;
 - 2. Sales of commodities and/or services;
 - 3. Customer satisfaction results; and
 - 4. Contract compliance requirements.
- B. Quarterly, RESPECT will report on progress of all performance measures to the RESPECT Oversight Committee.
- C. If at any time, it is determined that RESPECT is not meeting its performance measures, RESPECT will address the deficiencies through corrective action steps.
- D. If RESPECT determines that it cannot meet a measurement or that a measurement does not contribute to the key components of the program, the RESPECT Executive Director will document why and make recommendations for correction or removal of the measurement with possible alternative measurements to be approved by the Florida ARF President/CEO and RESPECT Oversight Committee.

CHAPTER 8: DOCUMENT MANAGEMENT

SCOPE

RESPECT is responsible for establishing, implementing and maintaining policies and procedures for the RESPECT program, in keeping with good business practices.

Document Management provides the policy and procedures that will be followed by RESPECT in developing and maintaining its Policies and Procedures manual.

GENERAL

- A. This Policies and Procedures manual and substantive changes will be approved by the RESPECT Oversight Committee before implementation.
 - 1. Work groups may be formed and are encouraged to address changes that could potentially impact the Certified Employment Centers participating in the program.
 - 2. Any time a change is made, the footer of the page impacted will be noted with the revision date.
- B. RESPECT will keep this Policies and Procedures manual current and available on its RESPECT Website and other mediums made available as may be requested to accommodate persons with handicaps.
- C. All changes to this Policies and Procedures manual will be approved by the RESPECT Executive Director and the Florida ARF President/CEO before being presented to the RESPECT Oversight Committee, the Department, or Certified Employment Centers for review and comment.
- D. RESPECT will:
 - 1. Ensure that changes approved by the RESPECT Executive Director and Florida ARF President and CEO are made, pages are appropriately annotated and updates are posted to the RESPECT website.
 - a. When necessary, the RESPECT Executive Director and Florida ARF President and CEO will distribute changes to the RESPECT Oversight Committee, The Department, and/or Certified Employment Centers for comment as well as

information about the changes with information regarding due dates and the contact person for questions.

- b. RESPECT will maintain a file for historical and audit purposes of changes made, comments submitted, Respect Oversight Committee decisions, etc.
- c. As deemed appropriate, staff, RESPECT Oversight Committee members, Certified Employment Centers and the Department may recommend changes to the RESPECT Executive Director for approval by the Florida ARF President and CEO. All approved changes must be made in accordance with applicable laws, governing rules and the CNA contract with the Department.

CHAPTER 9: MARKETING

SCOPE

RESPECT is responsible for marketing the commodities and services governmental entities purchase from Certified Employment Centers participating in the RESPECT program.

Marketing provides the policy and procedures that will be followed in meeting the requirements of the Law, governing rules, and the RESPECT of Florida Policies and Procedures manual regarding marketing of the RESPECT program and Certified Employment Center's commodities and/or service contracts.

GENERAL

- A. RESPECT's marketing philosophy will focus on:
 - 1. Employment opportunities for persons with handicaps;
 - 2. Quality commodities and services at fair market prices;
 - 3. Responsiveness to customer needs;
 - 4. Customer service of an exceptional nature; and,
 - 5. Requirements of the Law and governing Rule 60E-1003, F.A.C.

- B. RESPECT, in fulfilling its marketing obligation, roles and responsibilities will:
 - 1. Provide a website to support its many functions. The website will include information about the program, its partners, purposes and advantages, an online catalog, the State's current procurement list, annual reports, cost benefit information and newsletters.
 - 2. Provide monthly web marketing pieces to include Certified Employment Center commodity offerings and services highlights, surveys and new developments.
 - 3. Direct research-based marketing of RESPECT commodities and services to better serve current and potential customers.

4. Develop marketing packages to be used statewide that can be tailored to local Certified Employment Centers.
 - a. All printed and digital materials (product inserts, e-mails, flyers, etc.) used to promote RESPECT commodities and/or services must be approved by RESPECT prior to use or distribution, and must contain RESPECT contact information.
 - b. Certified Employment Center contact information cannot be displayed on RESPECT commodities or shipping/packaging materials.
5. Work with Certified Employment Centers to develop opportunities. RESPECT is responsible for marketing commodities and services offered through the RESPECT program. When possible, RESPECT staff will attend meetings where the primary topic of discussion is RESPECT commodities and /or service opportunities. To ensure proper coordination, Certified Employment Centers are to provide updates on business development conversations when RESPECT staff are not present.
6. Host local and state functions for customers to increase awareness of the program, its commodities and services.
7. Provide data, white papers, media placement and other information opportunities to assist at the state and local level in marketing.
8. Recruit new Employment Centers to increase capacity and geographic diversity of the RESPECT program by surveying agencies to identify those that want to become part of the program.

CHAPTER 10: REPORTING

SCOPE

RESPECT is responsible for reporting progress, concerns and results to the Department.

Reporting provides the policy, activities and procedures that will be followed by Certified Employment Centers and RESPECT in meeting requirements regarding all aspects of reporting on the RESPECT program.

GENERAL

- A. RESPECT will maintain and report accurate, timely and applicable information to the Department and its participating Certified Employment Centers.
- B. RESPECT will collect information and compile all reports as required by the Law, governing rules and the CNA contract with the Department. (ref: Appendix D)
- C. Quarterly Reports
 - 1. RESPECT will be available to meet with the Department at least quarterly to report and discuss the RESPECT program and will provide information on an ongoing basis as requested by the Department.
 - 2. Written reports will be available in writing, electronically and in a format accessible to visually impaired individuals.
- D. Annual Report
 - 1. RESPECT will compile an Annual Report to include but not limited to the following elements:
 - a. Executive summary;
 - b. Accomplishments and developments over the year;
 - c. Sales Information by customer, commodity, service, Certified Employment Center and total for the reporting period; and,
 - d. Performance survey results.

2. The Annual Report will be reviewed and approved before submission to the Department by the RESPECT Executive Director and the Florida ARF President and CEO.
3. The approved Annual Report and the Florida Association of Rehabilitation Facilities/RESPECT audited financial statements will be submitted to the Department via hard copy and e-mail.
4. The Annual Report will be posted on the RESPECT website and, if requested, will be made available in other formats as to allow access by visually impaired individuals.

CHAPTER 11: QUALITY ASSURANCE, PROGRAM REVIEWS, AND TRAINING

SCOPE

RESPECT is responsible for compliance of Certified Employment Centers and quality assurance checks of commodities and services provided by Certified Employment Centers to procuring governmental entities.

Quality assurance and Program Reviews provide the procedures that will be followed by RESPECT in meeting the requirements of the Law, governing rules, the CNA contract with the Department, and the RESPECT Policies and Procedures manual.

QUALITY ASSURANCE

- A. RESPECT, in its efforts to meet quality assurance requirements, developed this Policies and Procedures manual to provide guidance to ensure overall compliance with program requirements including participating Certified Employment Center participation.
- B. Quality assurance will be accomplished through the following activities at a minimum:
 - 1. Input from customers;
 - 2. Random spot checks performed by RESPECT or others on its behalf;
 - 3. RESPECT Oversight Committee review and recommendations;
 - 4. Training for participating Certified Employment Centers;
 - 5. Employee activity reports;
 - 6. Annual Program Reviews;
 - 7. Monitoring of Certified Employment Center qualifications, commodity / service quality, performance, delivery timelines, etc. Monitoring will occur through on-site visits, records check and customer feedback to ensure that Certified Employment Centers are capable of producing commodities and/or services appropriate to the program. Corrective action will be required as necessary when deficiencies are noted; and,

8. Formal Corrective Action Plans.
- C. RESPECT will establish and maintain an Oversight Committee for quality assurance activities.
1. The RESPECT Oversight Committee will:
 - a. Include representatives of participating Employment Centers selected by the RESPECT Oversight Committee Chair and the Florida ARF President/CEO.
 - b. Provide oversight of the management and operations of the RESPECT program activities.
 - c. Provide guidance in creating job opportunities for citizens with handicaps.
 2. In addition to the Oversight Committee, RESPECT will assemble a team consisting of a cross section of Certified Employment Center's operations management staff that will be used to discuss product and/or service related developments, issues, concerns as well as other program related matters.
- D. Triggers for quality assurance checks include but are not limited to: (ref: Appendix D: Department/RESPECT Contract & Amendments, Section 6.8)
1. Frequent price adjustments;
 2. Discrepancies in billing;
 3. Customer complaints;
 4. Delays in invoicing/delivery;
 5. Frequent issuing of purchase exceptions;
 6. Revenues in excess of expenses greater than 10%; and,
 7. Pricing packages and renewals for overhead costs that exceed the guidelines outlined in Part two, Chapter two within the RESPECT Policies and Procedures manual.

QUALITY ASSURANCE FOR COMMODITIES

- A. Quality assurance plans will ensure that production, quality and delivery timeliness is adequate to meet approved product specifications and customer needs. The plans are to include the following procedures and tasks at a minimum:
 - 1. Minimizing shortages or overages to the procuring governmental entity;
 - 2. Ensuring on-time delivery of finished commodities; and/or,
 - 3. Product testing to monitor and ensure consistent quality.
- B. Corrective action plans will be developed by Certified Employment Centers when the Center fails to meet agreed upon standards and requirements. RESPECT will monitor progress made regarding correction of deficiencies.
- C. Substantial and continuing non-compliance with all governing laws or rule shall result in the Certified Employment Center being suspended or removed from the Department procurement list and from participation in the RESPECT program.

QUALITY ASSURANCE FOR SERVICES

- A. Quality assurance plans will be developed by a Certified Employment Center when services provided fail to meet the scope of work and/or other agreed upon standards, requirements, etc. RESPECT will monitor progress made regarding correction of deficiencies.
- B. Corrective action plans will be developed by Certified Employment Centers when the Center fails to meet agreed upon standards, requirements, etc. RESPECT will monitor progress made regarding correction of deficiencies.
- C. Substantial and continuing non-compliance with governing laws or rule shall result in the Certified Employment Center being suspended or removed from the Department Procurement list and from participation in the RESPECT program.

PROGRAM REVIEWS FOR COMMODITIES AND SERVICES

- A. Program Reviews: RESPECT will perform Program Reviews on an annual basis.

1. Objective: The RESPECT Program Review process will examine key areas of risk that could threaten the RESPECT program and the Certified Employment Centers' capability to participate in the program.
 2. Methodology: RESPECT will examine the following areas including but not limited to: wages, handicap documentation, projected costs versus actual costs, handicap ratios, employment activities, special minimum wage rates, value added, revenue over expenses, and the quality of the commodity or service provided.
 3. During and following Program Reviews: RESPECT will provide consultation to Certified Employment Centers to help them achieve compliance status. RESPECT will provide direction and support as may be required throughout the review process. In addition to ensuring compliance, Program Reviews are intended to provide assistance on how Certified Employment Centers can improve their operations.
 4. In instances where Certified Employment Centers can demonstrate non-compliance can be corrected or resolved within 45 calendar days of the date of the completed Program Review summary report, RESPECT may approve an expedited remediation process that will grant the Certified Employment Center up to 45 days to correct the deficiency before initiating Corrective Action or Monitoring Status as provided for within Paragraphs C. and D. of this section.
- B. Independent Audits: RESPECT will perform independent audits as warranted. Examples of triggers for audits include but are not limited to:
(ref: Appendix D: Department/RESPECT Contract & Amendments, Section 6.8)
1. Frequent price adjustments;
 2. Discrepancies in billing;
 3. Customer complaints;
 4. Delays in invoicing/delivery;
 5. Frequent issuing of purchase exceptions;
 6. Revenues in excess of expenses greater than 10%; and,

7. Submission of pricing packages and renewals for overhead costs that exceeds the guidelines outlined Part two, Chapter two within the RESPECT Policies and Procedures manual.
- C. **Monitoring Status:** As a result of issues identified within the re-certification process, Program Reviews, site visits, outside audits, customer complaints, CAP, etc., a Certified Employment Center may be placed under Monitoring Status. The monitoring can occur monthly, quarterly, or other frequency to ensure the problems and issues are resolved.
- D. **Corrective Action Status:** Corrective action plans will be developed by Certified Employment Centers when they fail to meet RESPECT program standards or requirements, etc. RESPECT will monitor progress made regarding correction of deficiencies. Corrective Action deficiencies are generally more severe in nature than issues that give rise to Monitoring Status. Instances of such severity might include but are not limited to failure to meet handicap ratios, poor or absent documentation of handicaps, continued unavailability or unresponsiveness of Employment Center staff, inability to meet key deadlines, improper wages, excessive revenue over expenses, gross misrepresentations of cost, persistent quality and timeliness issues, improper classifications of employees, etc.

The Corrective Action Plan process will be as follows:

1. RESPECT will notify the Certified Employment Center through a “Notice of Corrective Action Needed” letter which will include a deadline for the Certified Employment Center to submit a Corrective Action Plan for approval along with projected compliance dates.
2. As a requirement of the Corrective Action Plan process, the Certified Employment Center will be asked to submit periodic updates as they progress toward full compliance. An example of this would be a Ratio Compliance Review form that is submitted quarterly to document progress toward meeting handicap ratio requirements. Unless approved otherwise, Certified Employment Centers are required to submit quarterly status reports noting any substantial progress made regarding correction of the identified deficiencies.
3. Once RESPECT has verified the issue has been resolved, the Certified Employment Center will be taken off corrective action status.

4. While on corrective action status, RESPECT will suspend the assignment of any new commodities or services to the Certified Employment Center until such time as the Certified Employment Center demonstrates it is making significant progress regarding correction of noted deficiencies, and/or the assignment of the new work will assist with correction of the deficiency; i.e., more direct disabled labor hours.
5. Continued noncompliance with any of the RESPECT approved corrective action steps can result in reassignment of commodities or service contracts to a different Certified Employment Center.
6. Continued noncompliance will result in decertification of the Employment Center by RESPECT in consultation with the Department.

TRAINING

Training intended to enhance the quality of Certified Employment Center performance will be provided through webinars, conference calls and instructor led classes on relevant topics. Notices of training opportunities will be posted on the RESPECT website as well as communicated to participating Certified Employment Centers on a regular basis.

PART FOUR – APPENDIX

APPENDIX A: DEFINITIONS AND TERMS

Ancillary Services (aka: Subcontractors)	Work or services requiring a licensed professional or franchised service that is above and beyond commonly accepted practices for the overall product and/or service and that cannot be performed by a Certified Employment Center.
Appreciable Contribution	See “Value Added”
Assignment	The approval of a Certified Employment Center by RESPECT to move forward with developing and/or producing a product and/or service for sale to governmental entities.
Assignment Agreement	Legally binding document that RESPECT and the Certified Employment Center sign after an Assignment is approved and made by the Department, RESPECT and/or the procuring governmental entity. This Agreement provides at a minimum the scope of work, invoicing and payment terms and conditions, general terms and definitions, legal construction, insurance requirements, etc., to be followed by the parties through the term of the Agreement.
Blind	An individual having central visual acuity of 20/200 or less in the better eye with correcting glasses or a disqualifying field defect in which the peripheral field has contracted to such an extent that the widest diameter or visual field subtends an angular distance no greater than 20 degrees. (Ref: section 413.033(1), F.S.)
Central Nonprofit Agency (CNA)	RESPECT of Florida is the authorized CNA for the State of Florida. Its purpose is to carry out the provisions of Chapter 413 and Rule 60E-1.001-1.005, Florida Administrative Code, through a competitive contract with the Department of Management Services. (Ref: section 413.035 (1), F.S. and Rule 60E.001, Florida Administrative Code.)
Certification Process	The process for reviewing, validating and assuring the requirements for Certification pursuant to laws, contracts and the RESPECT Policies and Procedures are met.
Certified Employment Center	An Employment Center successfully meeting the Certification requirements and approved by RESPECT and the Department.
Commodities	Various supplies, materials, goods, merchandise such as brooms, mops, rugs, rubber mats and other supplies (also referred to as Commodities).

Cost Recovery	An accounting method for determining the cost of recovering the indirect and direct cost to make a product or provide a service.
De-Certified Employment Center	An Employment Center that no longer meets Certification requirements or decides it will no longer participate in the RESPECT Program.
Department of Management Services (Department)	The Department of Management Services is the state agency responsible for overseeing and carrying out the provisions of Chapters 287 and 413, F.S., relating to the selling of commodities and services produced by blind and/or severely handicapped individuals to governmental entities. It also includes competitively contracting with a central-not-for-profit agency (RESPECT) to facilitate the management and day-to-day operations of the program.
Direct Labor	Includes all work required for preparation, process, and packing, but not supervision, administration, inspection and shipping. (ref: section 413.033(5), F.S.)
Direct Labor Ratio	A ratio established by section 413.033, F.S., requiring that 75% of the direct labor required in the production of commodities and the provision of services offered for sell by a participating Certified Employment Center, be performed by persons who are blind and/or severely handicapped whether or not the product and/or services are procured under sections 413.032 through 413. 037, Florida Statutes, for the fiscal year.
Florida Association of Rehabilitation Facilities (Florida ARF)	Florida Association of Rehabilitation Facilities (Florida ARF) is a statewide, professional association that provides advocacy, information, and networking for individuals with handicaps/disabilities and the community agencies that serve them. Florida ARF is a leader in the initiation of public policy change to promote and protect the interests of individuals with disabilities as well as the community agencies that provide quality services to individuals with disabilities. Florida ARF also serves as the Central Nonprofit Agency that administers RESPECT of Florida, a program that provides employment opportunities for more than 1,200 individuals annually who produce quality services and goods purchased by governmental entities.
Government Entity	Any political subdivision in the state having its own purchasing entity, such as a county, municipality, school district, or other public body, that is supported in whole or in part by funds appropriate by the Legislature. (Ref: section 413.033(6), F.S.)
Inactive Employment Center	A Certified Employment Center that is not currently assigned or providing commodities or services to governmental entities through the RESPECT program.

Indirect Labor	Includes costs which are not considered “direct labor”: (i.e., supervision, administration, inspection and shipping.) (ref: section 413.033(5), F.S.)
Market Feasibility	Is the act of determining whether or not it is feasible to produce and offer a product or service and, may include but is not limited to the following tasks: <ol style="list-style-type: none">1. Description of the industry (product or service)2. Market Analysis3. Competition4. Anticipated future markets5. Potential buyers6. Potential revenue7. Sales projections8. Break even analysis
Market Price (aka Fair Market Value)	Is the current price that something is currently being sold and paid for by a majority of the customers; and, is the price that both buyer and seller agree upon.
MyFloridaMarketPlace (MFMP)	Is the Department’s web based electronic procurement system used by buyers and sellers doing business with the State of Florida. (Ref: Procurement List.)
Pass Through	Refers to the act of procuring a product or service and repackaging without materially changing its component or usefulness, or the buying or selling for a principal on a commission basis without having title to the property. Any product that entails a pass through on the part of the Certified Employment Center is not suitable for the RESPECT program.
Procurement List	Refers to the Department’s list of state term contractors that may sell its commodities or services to governmental entities without further competition. The Procuring List changes as state term contracts are added, amended or expire and may be found at the MFMP website: www.dms.myflorida.com
Purchasing Office	An office that places orders for the procurement of any commodity or services for a procuring governmental entity.
Reassignment	The act of giving an Assignment for either commodities or services to another Certified Employment Center.
RESPECT Oversight Committee	Refers to a committee of RESPECT representatives who are employed to provide executive leadership for their respective Certified Employment Centers. Committee members reflect a cross-section of the Certified Employment Centers and meet regularly to provide oversight of the RESPECT program; review policies and procedures; and make recommendations for program improvement.

Scope of Work (SOW)	A specific set of instructions and information detailing the product or service, governance terms and conditions, deliverable and pricing requirements, etc., that the Department or governmental entity wishes to procure so that a Certified Employment Center can determine if they wish to pursue the procurement opportunity. The SOW and the Certified Employment Centers response, if accepted, become a binding legal agreement.
Services:	The efforts of labor expended to provide something (a service) to the Department or procuring governmental entity but does not produce a product.
Severely Handicapped	Means an individual or class of individuals under a physical or mental handicap other than blindness, which, according to criteria established by the department, after consultation with appropriate entities of the state and taking into account the views of nongovernmental entities representing the handicapped, constitutes a substantial handicap to employment and is of such a nature as to prevent the individual under such handicap from currently engaging in normal competitive employment. (<i>ref: section 413.033(2), F.S.</i>)
Value Added	Means the significant labor of individuals who are blind and/or severely handicapped applied to raw materials or components resulting in a change in the composition, or marketability of component materials. (also referred to as: Appreciable Contribution.)

APPENDIX B: FLORIDA STATUTES (413.032—413.037)

413.032 Purpose.- The purpose of this act is to further the policy of the state to encourage and assist blind and other severely handicapped individuals to achieve maximum personal independence through useful, productive, and gainful employment by assuring an expanded and constant market for their products and services, thereby enhancing their dignity and capacity for self-support and minimizing their dependence on welfare and need for costly institutionalization.

History.--s. 1, ch. 74-236; s. 4, ch. 78-323; ss. 6, 7, ch. 81-11; ss. 1, 4, ch. 82-46; ss. 3, 4, ch. 88-37; s. 5, ch. 91-429.

413.033 Definitions. - As used in ss. 413.032-413.037:

(1) "Blind" means an individual having central visual acuity of 20/200 or less in the better eye with correcting glasses or a disqualifying field defect in which the peripheral field has contracted to such an extent that the widest diameter or visual field subtends an angular distance no greater than 20 degrees.

(2) "Other severely handicapped" and "severely handicapped individuals" mean an individual or class of individuals under a physical or mental disability other than blindness, which, according to criteria established by the department, after consultation with appropriate entities of the state and taking into account the views of nongovernmental entities representing the handicapped, constitutes a substantial handicap to employment and is of such a nature as to prevent the individual under such disability from currently engaging in normal competitive employment.

(3) "Qualified nonprofit agency for the blind" means an agency:

(a) Organized under the laws of the United States or of this state, operated in the interest of blind individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual;

(b) Which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor of the United States;

(c) Which, in the production of commodities and the provision of services, whether or not the commodities or services are procured under ss. 413.032-413.037, during the fiscal year employs blind individuals for not less than 75% of the person-hours of direct labor required for the production or provision of the commodities or services; and

(d) Which meets the criteria for determining nonprofit status under the provisions

of s. 196.195 and is registered and in good standing as a charitable organization with the Department of Agriculture and Consumer Services under the provisions of chapter 496.

- (4) "Qualified nonprofit agency for other severely handicapped" means an agency:
- (a) Organized under the laws of the United States or of this state, operated in the interest of severely handicapped individuals who are not blind, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual;
 - (b) Which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor of the United States;
 - (c) Which, in the production of commodities and in the provision of services, whether or not the commodities or services are procured under ss. 413.032-413.037, during the fiscal year employs blind or other severely handicapped individuals for not less than 75% of the person-hours of direct labor required for the production or provision of the commodities or services; and
 - (d) Which meets the criteria for determining nonprofit status under the provisions of s. 196.195 and is registered and in good standing as a charitable organization with the Department of Agriculture and Consumer Services under the provisions of chapter 496.
- (5) "Direct labor" includes all work required for preparation, processing, and packing, but not supervision, administration, inspection, and shipping.
- (6) "Agency" includes any political subdivision of the state having its own purchasing agency, such as a county, municipality, school district, or other public body, that is supported in whole or in part by funds appropriated by the Legislature.

History. - s. 2, ch. 74-236; s. 4, ch. 78-323; ss. 1, 6, 7, ch. 81-11; ss. 1, 4, ch. 82-46; ss. 3, 4, ch. 88-37; s. 5, ch. 91-429; s. 8, ch. 97-98; s. 53, ch. 97-103; s. 38, ch. 2002-207.

413.035 Duties and powers of the department. --

- (1) It shall be the duty of the department to determine the market price of all products and services offered for sale to the various agencies of the state by any qualified nonprofit agency for the blind or other severely handicapped. The price shall recover for the nonprofit agency the cost of raw materials, labor, overhead, and delivery, but without profit, and shall be revised from time to time in accordance with changing cost factors. The department shall

make such rules and regulations regarding specifications, time of delivery, and assignment of products and services to be supplied by nonprofit agencies for the blind or by agencies for the other severely handicapped, with priority for assignment of products to agencies for the blind, authorization of a central nonprofit agency to facilitate the allocation of orders among qualified nonprofit

agencies for the blind, authorization of a central nonprofit agency to facilitate the allocation of orders among qualified nonprofit agencies for other severely handicapped, and other relevant matters of procedure as

shall be necessary to carry out the purposes of this act. The department shall authorize the purchase of products and services elsewhere when requisitions cannot reasonably be complied with through the nonprofit agencies for the blind and other severely handicapped.

(2) The department shall establish and publish a list of products and services provided by any qualified nonprofit agency for the blind and any nonprofit agency for the other severely handicapped, which the department determines are suitable for procurement by agencies of the state pursuant to this act. This procurement list and revision thereof shall be distributed to all purchasing officers of the state and its political subdivisions. All products offered for purchase to a state agency by a qualified nonprofit agency shall have significant value added by blind or severely handicapped persons, as determined by the department.

History. - s. 4, ch. 74-236; s. 1, ch. 77-174; s. 4, ch. 78-323; ss. 3, 6, 7, ch. 81-11; ss. 1, 4, ch. 82-46; ss. 3,4, ch. 88-37; s. 5, ch. 91-429; s. 39, ch. 2002-207.

413.036 Procurement of services by agencies; authority of department. --

(1) If any agency intends to procure any product or service on the procurement list, that agency shall, in accordance with rules and regulations of the department, procure such product or service at the price established by the department from a qualified nonprofit agency for the blind or for the other severely handicapped if the product or service is available within a reasonable delivery time. This act shall not apply in any case in which products or services are available for procurement from any agency of the state and procurement there from is required under the provision of any law currently in effect. However, this act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the department in accordance with its rules.

(2) The provisions of part I of chapter 287 do not apply to any purchase of commodities or contractual services made by any legislative, executive, or judicial agency of the state from a qualified nonprofit agency for the blind or for the other severely handicapped.

(3) If, pursuant to a contract between any legislative, executive, or judicial agency of the state and any private contract vendor, a product or service is required by the Department of Management Services or on behalf of any state agency that is included on the procurement list established by the commission pursuant to s. 413.035(2), the contract must contain the following language:

"IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED."

(4) No similar product or service of comparable price and quality found necessary for use by any state agency may be purchased from any source other than the nonprofit agency for the blind or for the severely handicapped if the nonprofit agency certifies that the product is manufactured or supplied by, or the service is provided by, the blind or the severely handicapped and the product or service meets the comparable performance specifications and comparable price and quality requirements as determined by the department or an agency. The purchasing authority of any such state agency may make reasonable determinations of need, price, and quality with reference to products or services available from the nonprofit agency.

History. - s. 5, ch. 74-236; s. 4, ch. 78-323; ss. 4, 6, 7, ch. 81-11; ss. 1, 4, ch. 82-46; ss. 2, 3, 4, ch. 88-37; s. 5, ch. 91-429; s. 40, ch. 2002-207.

413.037 Cooperation with department required; duties of state agencies. --

(1) In furtherance of the purposes of this act and in order to contribute to the economy of state government, it is the intent of the Legislature that there be close cooperation between the department and any agency of the state from which procurement of products or services is required under the provision of any law currently in effect. The department and any such agency of the state are authorized to enter into such contractual agreements, cooperative working relationships or other arrangements as may be determined to be necessary for effective coordination and efficient realization of the objectives of this act and any other law requiring procurement of products or services from any agency of the

state.

(2) The department may secure directly from any agency of the state information necessary to enable it to carry out this act. Upon request of the department, the head of the agency shall furnish such information to the department.

(3) Space shall be set aside in the State Capitol for the purpose of exhibiting products produced by clients of rehabilitation-oriented agencies of the state.

History.- ss. 6, 8, ch. 74-236; s. 4, ch. 78-323; ss. 5, 6, 7, ch. 81-11; ss. 1, 4, ch. 82-46; ss. 3, 4, ch. 88-37; s. 5, ch. 91-429; s. 55, ch. 97-103; s. 41, ch. 2002-207.

APPENDIX C: FLORIDA ADMINISTRATIVE CODE RULE 60E-1.001-1.004

CHAPTER 60E-1

COMMISSION FOR PURCHASE FROM THE BLIND OR OTHER SEVERELY HANDICAPPED

60E-1.001	Definitions
60E-1.003	Central, Non-Profit Agency
60E-1.004	Employment Centers
60E-1.005	Procurement Requirements and Procedures (Repealed)

60E-1.001 Definitions.

- (1) CNA – means the central, nonprofit agency authorized under Section 413.035(1), F.S., to facilitate the allocation of orders as specified therein.
- (2) Department – means the Florida Department of Management Services.
- (3) Purchasing Office – means a state office, including the office of any political subdivisions, such as a county, municipality, or school district, that places orders for the procurement of any commodity or service.
- (4) Employment Centers – means a workshop for the blind or other severely handicapped person as used in Chapter 413, F.S., that is geographically located in the State of Florida.

Rulemaking Authority 413.035, 413.036 FS. Law Implemented 413.033(2), (3)(c), (6), 413.034, 413.035, 413.036 FS. History—New 10-12-81, Formerly 13G-1.01, Amended 2-22-89, Formerly 13G-1.001, Amended 12-31-95, 10-22-06.

60E-1.003 Central, Non-Profit Agency (“CNA”).

- (1) By way of competitive solicitation conducted as prescribed in Chapter 287, F.S., a CNA may be designated to represent employment centers for the blind and other severely handicapped in facilitating the allocation of orders by purchasing offices.
- (2) The following shall be responsibilities of the CNA:
 - (a) Assist employment centers by facilitating the allocation of orders among employment centers.
 - (b) Evaluate the ability of employment centers to provide the products or services they offer and advise the Department of its findings.
 - (c) Based on the cost to the employment centers, provide the Department with its current recommended prices for suitable commodities or services for procurement from its employment centers.
 - (d) Maintain an internet website providing, at a minimum, a listing of its network of

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- employment centers and a listing of all commodities and services offered by each employment center. The CNA's website can be found at <https://secure.imarcsgroup.com/respect/Default.asp>.
- (e) Maintain all necessary records and data on its employment centers to enable the Department to properly review and audit all employment center purchase activities.
 - (f) Monitor the employment centers and advise the Department of any concerns the CNA may have regarding an employment center's ability to provide the products or services they offer.
 - (g) As market conditions change, recommend to the Department price changes for commodities or services provided by its employment centers and provide justification for the recommended change(s).
 - (h) Provide the Department with full and complete access to all purchasing office records as required by the Department.
 - (i) Make commodities and services offered by its employment centers available to eligible users through the MyFloridaMarketPlace procurement system.
- (3) The CNA shall not engage in the following actions –
- (a) Enter into nondisclosure agreements or contracts which prohibit employees or associates of the CNA from meeting with, discussing or providing information requested by the Department or its authorized representatives.
 - (b) Require that employment centers join or become a member of any industry or trade association as a condition of being part of the CNA's network of employment centers.
- (4) Assignment of commodity or service –
- (a) Any employment center may, in writing to the CNA, propose to have the employment center assigned to the procurement list to provide a particular commodity or service. Proposals for addition to the procurement list shall at a minimum: clearly identify the commodity or service the employment center proposes to offer; include a cost proposal for the offered commodity or service; and specify why it would be in the state's best interest to assign the commodity or service to the employment center.
 - (b) Subject to approval by the Department, the CNA shall assign commodities or services to employment centers based on the ability of the employment centers to produce the commodity or provide the service.

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- (c) The employment center assigned by the Department to provide a particular commodity or service shall be placed on the procurement list within 60 days after it is assigned to make available the commodities or services it offers for purchase by purchasing offices.
 - (d) If the Department determines that an employment center cannot provide the commodities or services assigned, the Department may reassign the commodity or service to another employment center capable of providing the commodity or service.
- (5) Distribution of orders – The CNA shall allocate orders from purchasing offices only to employment centers which the Department has assigned to produce the specific commodity or to perform the particular service. When the Department has assigned two or more employment centers to produce a specific commodity, or perform a particular service, the CNA shall allocate orders among those employment centers in a fair and equitable manner.
- (6) Priority over correctional work program – When purchasing offices buy any product or service pursuant to the Act, priority shall be given to the products and services designated by the Department and offered by employment centers over any requirement to purchase from the Corporation operating the correctional work programs under Chapter 946, F.S., unless such priority is waived by the Department through the CNA.
- (7) Waiver of priority – Within thirty (30) days after notification by the Corporation operating the correctional work programs that the Corporation has proposed a commodity or service to be produced by correctional work programs and offered for purchase to purchasing offices, the Department shall notify the Corporation and the CNA of its intention to exercise or waive the priority on the proposed commodity or service. Waiver of priority shall occur only when determined by the Department that such waiver will provide the best value to the state.
- (a) The Corporation operating the correctional work programs need not request waiver of priority when a proposed commodity change only involves a change of color or size of an item which is part of a sequence of identical items and is currently provided by the correctional work programs under an existing contract.
 - (b) Priority may be exercised by the Department, through the CNA, if a proposed or similar commodity or service is currently on the Department’s procurement list or if a qualified employment center is in the process of adding a same or similar commodity or service to the Department’s procurement list. Addition of a same or similar commodity or service to the procurement list shall be done in accordance with the process described in subsection 60A-1.003(4), F.A.C.

Rulemaking Authority 413.035, 413.036 FS. Law Implemented 413.033(3), (4), 413.035, 413.036 FS.

History—New 10-12-81, Formerly 13G-1.03, Amended 2-22-89, Formerly 13G-1.003, Amended 12-31-95, 10-22-06.

60E-1.004 Employment Centers.

(1) Procedures for qualification of employment centers –

(a) To qualify for participation under the Act, an employment center must:

1. Be certified as a qualified agency for the blind or other severely handicapped as provided in Section 413.033, F.S.; and
2. Apply to the CNA to provide the commodities or contractual services under the Act. The application shall be standardized in form, created and furnished by the CNA, and shall be subject to approval by the Department before used.

(b) The Department shall review the documents submitted and determine whether the employment center is eligible to participate under the Act.

(2) Responsibilities –

Each employment center participating under the Act shall:

(a) Maintain its status as a qualified nonprofit agency as defined in Section 413.033, F.S., while providing commodities or contractual services as an employment center;

(b) Furnish commodities or services in accordance with Purchase Office orders; and

(c) Make its records available for inspection at any reasonable time.

(3) The CNA shall ensure employment centers comply with all governing laws and rules regarding commodities or contractual services offered pursuant to Chapter 413, F.S. Substantial and continuing noncompliance by an employment center in complying with all governing laws or rules that relate to the commodities or contractual services they offer shall result in the employment center being suspended or removed from the procurement list by the Department.

(4) Purchasing offices shall obtain employment center commodities and services as designated on the employment center procurement list maintained electronically by the CNA.

(5) Purchases of commodities and services by purchasing offices from the procurement list are exempt from the competitive bidding requirements of Chapter 287, Part I, F.S.

(6) Allocation and orders –

(a) Allocation is the action to be taken by the CNA to designate the employment center(s) that

will produce definite quantities of commodities or perform specific services upon receipt of an order.

(b) Purchase orders for employment center commodities or services shall contain for:

1. Commodities: Name, commodity number, quantity, unit price, and place and time of delivery.
2. Services: Type and location of service required, latest specification, work to be performed, estimated volume, and time for completion.

(c) Purchasing offices shall issue purchase orders providing sufficient time for the CNA to reply, for the order(s) to be placed, and for the employment center to produce the commodity or provide the service.

(d) If a commodity or service is available from both an employment center and under a state term contract, the agency or eligible user may purchase such commodity or service from whichever of the two procurement options provides the best value to the agency or eligible user.

(e) The CNA shall make allocations to the appropriate employment center upon receipt of an order from the purchasing office.

(f) As to commodities or services offered by employment centers on the procurement list, the list shall provide for each the amount of lead time necessary for the employment center to provide the commodities or complete performance of the services listed. If there are changes in the amount of lead time required to provide a commodity or service, the procurement list shall be duly updated by the CNA.

(g) The CNA shall keep the purchasing office informed of any changes in the lead time experienced by its employment centers.

(h) Delays by employment centers in providing commodities or services should be immediately reported by the employment center to the purchasing office. If the CNA or employment center cannot provide the commodities or services within a reasonable time, the purchasing office may proceed to procure those commodities or services from commercial sources. Repeated delays by an employment center in providing designated commodities or services will result in the employment center being removed from the procurement list by the Department.

(7) Certification of exceptions – If the CNA, for whatever reason, cannot provide the commodities or services requested from the procurement list via a purchase order, the CNA will so notify the requesting agency or political subdivision, in writing, and the Department

of its determination within one week of receiving the purchase order. Thereafter, the purchasing office may procure such commodities or services as provided in Chapter 287, F.S.

(8) Prices –

- (a) The prices included in the procurement list are fair market prices established by the Department.
- (b) Prices for commodities include delivery costs (FOB destination), and include packaging, packing and marking as shown on the procurement list.
- (c) Price changes for commodities shall apply to all orders placed on or after the effective date of the change.

(9) Shipping and packing –

- (a) Commodities shall be shipped freight prepaid (FOB destination). Delivery is accomplished when a shipment is received and accepted by the purchasing agency. Time of delivery is the date the shipment is received.
- (b) Standard pack information is stated in item descriptions. In ascending order, standard pack is given in multiples of the unit of issue contained within the inner wrap(s) and the outer shipping container pack.

(10) Payments to be made within thirty (30) days – Payments for products or services of the blind or other severely handicapped shall be made within thirty (30) days after receipt of shipment and a correct invoice or voucher, whichever is later.

(11) Adjustment and cancellation of orders – When the CNA or an employment center fails to comply with the terms of a purchase order, the purchasing office shall make reasonable efforts to negotiate adjustments before taking action to cancel the order. When a purchase order is cancelled for failure to comply with its terms, the CNA shall be notified, and if practicable, requested to reallocate the order. The CNA shall notify the Department of any cancellation of an order and the reason therefor.

(12) Correspondence and inquiries – Routine correspondence or inquiries by purchasing offices concerning deliveries of commodities being shipped from or performance of services by employment centers shall be directed to the CNA.

(13) Quality of merchandise and services produced or provided by employment centers –

- (a) Commodities furnished under state specification by employment centers shall be manufactured in strict compliance with such specifications. Where no specifications

exist, commodities produced shall be of the highest quality and equal to similar items available on the commercial market. The agency may, at any reasonable time after delivery, inspect the commodities to assess conformity with state specifications or, if no specification exists, determine whether they are of the highest quality and equal to similar items available on the commercial market.

- (b) Services provided by blind or other severely handicapped employment centers shall be performed in accordance with state specifications and standards. Where no state specification or standard exists, the services shall be performed in a commercially reasonable manner.
- (14) Quality complaints – When the quality of a commodity or service received from employment centers is not commercially reasonable or fails to meet state specifications, the purchasing office shall submit the issue to the CNA. If the commodity or service quality issue(s) cannot be resolved by the employment center and the CNA, the purchasing office shall notify the Department and the Department will determine whether the noncompliance warrants removing the employment center from the procurement list.
- (15) Specification changes –
- (a) Specifications cited in the procurement list may be periodically revised to keep the list current with industry changes and agency needs. The most recent revision of the procurement list shall be maintained on the CNA’s website as provided in paragraph 60E-1.003(2)(d), F.A.C., above. Upon request by the CNA, the Department shall provide the CNA with the latest applicable commodity or service specification.
 - (b) Determinations regarding creation of new commodity numbers shall be recommended by the CNA to the Department. The Department shall be responsible for determining whether adding the new commodity number is necessary or if the commodity already falls under an existing number. If the Department determines that assignment of a new commodity number is warranted, it shall assign such number and notify the CNA of such designation, and the CNA shall, in turn, incorporate such change in its listed products.
- (16) Deletion of items from the Procurement List –
- (a) When the CNA determines that deletion of a commodity or service from its procurement list is warranted, it shall notify the Department and coordinate such deletion with the Department.
 - (b) Upon deletion of a commodity from the procurement list, employment centers will be required to complete production of any outstanding orders for commodities unless it is determined by the purchasing office issuing an order to be cost effective to release the

employment center from having to satisfy its obligation under the order.

(c) For services currently being provided, the CNA shall notify both the Department and corresponding purchasing office of its intent to discontinue performance of the services at least 90 days in advance of the date the CNA will remove the service from the procurement list.

(d) The Department may remove an item from the procurement list without a request from the CNA if the Department determines that none of the employment centers participating in the program are capable of providing the commodity or service.

Rulemaking Authority 413.035, 413.036 FS. Law Implemented 413.035, 413.036 FS. History–New 10-12-81, Formerly 13G-1.04, 13G-1.004, Amended 12-31-95, 7-9-97, Amended 10-22-06, 3-2-17.

60E-1.005 Procurement Requirements and Procedures.

Rulemaking Authority 413.035, 413.036 FS. Law Implemented 413.035, 413.036 FS. History–New 10-12-81, Formerly 13G-1.05, Amended 2-22-89, Formerly 13G-1.005, Amended 12-31-95, 10-22-06, Repealed 3-2-17.

APPENDIX D: RESPECT CONTRACT AND AMENDMENTS

**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND**

Florida Association of Rehabilitation Facilities/RESPECT OF FLORIDA

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Florida Association of Rehabilitation Facilities/RESPECT OF FLORIDA (Contractor).

Whereas, the Contractor replied to the Division's, Request for Proposal (RFP), No.: DMS-05-914-000-N[175001] – TO ESTABLISH THE CENTRAL NON PROFIT AGENCY REPRESENTING EMPLOYMENT CENTERS FOR THE BLIND OR OTHER SEVERELY HANDICAPPED;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Division and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT

Request for Proposals to Establish the Central Non Profit Agency Representing Employment Centers for the Blind or Other Severely Handicapped.

2.0 SUMMARY OF THE CONTRACTUAL SERVICES, SCOPE OF WORK, AND DELIVERABLES

Contractor will serve as the Central Non-Profit Agency (CNA), to carry out the requirements in section 413.035, Florida Statutes. The Division establishes and publishes a list of products and services available for procurement from qualified non-profit agencies employing the blind or other severely handicapped and state agencies wishing to procure any product or service on the procurement list must procure such product or service at the price established by the Division from a qualified non-profit agency for the blind or for the other severely handicapped if the product or service is available within a reasonable delivery time. The scope of work and deliverables are fully set out in Section 6 of the RFP.

3.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERABLES

The failure of the Contractor to complete the deliverables may result in contract termination for cause pursuant to section 4.23 of the RFP.

4.0 EFFECTIVE DATE

This Contract shall begin on the last date in which it is signed by all parties.

5.0 EXPIRATION DATE

This Contract shall expire 5 years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

6.0 RENEWAL

Upon mutual written agreement, the Division and the Contractor may renew the Contract for up to 5 years pursuant to the provision of PUR 1000 Section 26.

7.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be created as a result of this contract. However, in such case as it is created, any intellectual property is subject to following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf of the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

8.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. ATTACHMENT II (the solicitation document – amendments thereto take precedence):
RFP No.: 05-914-000-N [175001].
- B. ATTACHMENT III:
Contractor's Response to the RFP.

9.0 CONTRACT MANAGEMENT

- A. Contract Manager

The Division employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Allison Norman
Division of State Purchasing
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
Telephone: (850) 488.7996
Fax: (850) 414.6122
E-mail: Allison.Norman@dms.myflorida.com

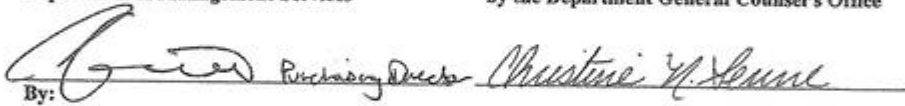
The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. Contractor's Representative

Scott Gaedtke
2475 Apalachee PKWY, Suite 205
Tallahassee, FL 32301
Telephone: 850.877.4816
Fax: 850.656.0618
E-mail: sgaedtke@respectofflorida.org

State of Florida
Department of Management Services

Approved as to form and legality
by the Department General Counsel's Office

By:  Purchasing Director Christine Y. Skene

7/12/10
Date

07/12/2010
Date

Contractor:
Florida Association of Rehabilitation
Facilities/RESPECT of Florida


Signature

Suzanne Sewell
Print Name

July 9, 2010
Date



**REQUEST FOR PROPOSAL
(RFP)**

TO ESTABLISH

**THE CENTRAL NON PROFIT AGENCY REPRESENTING
EMPLOYMENT CENTERS FOR THE BLIND OR OTHER
SEVERELY HANDICAPPED**

RFP No. 05-914-000-N

RFP ISSUE DATE: May 24, 2010
RESPONSES DUE: June 16, 2010

REFER ALL INQUIRIES TO:
ALLISON R. NORMAN, PURCHASING ANALYST
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF STATE PURCHASING
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399
PHONE: 850.488.7996
FAX: 850-414-6122
EMAIL: ALLISON.NORMAN@DMS.MYFLORIDA.COM

Section 6.0 Scope of Work

The State of Florida seeks a non-profit corporation to serve as a Central Non-Profit Agency (CNA), in the implementation of section 413.035, Florida Statutes (2009). The Department of Management Services establishes and publishes a list of products and services available for procurement from qualified non-profit agencies employing the blind or other severely handicapped. If any state agency intends to procure any product or service on the procurement list, that agency shall, procure such product or service at the price established by the Department from a qualified non-profit agency for the blind or for the other severely handicapped if the product or service is available within a reasonable delivery time.

The Respondent will perform the following Services.

6.1 Employment activities:

The Respondent will initiate or continue to increase the availability of competitive employment opportunities and earnings for clients, encouraging maximum employment and wages for each client consistent with the individual's choices, desires and capabilities through the:

- Continuation of the Business Advisory Council that is working to increase public sector awareness and support for employment of individuals with disabilities including a statewide Job Fair
- Continuous review of federal- and state-funded programs providing employment opportunities to persons with disabilities.
- Memorandum of Agreement with Agency for Workforce Innovation to increase participation with Florida's Workforce One-Stop centers
- Recruitment of centers willing to pursue the development and support of placements for individuals in micro enterprise and home based business opportunities. This includes targeting rural areas where no centers exist, financing startup for return on investment revenue streams and independent contracts with micro-enterprises that are subcontracted to agencies within the job development and employment network.
- Pursuit of higher skill/higher wages opportunities for employment of Respondent clients.
- Use of annual client satisfaction surveys to gauge satisfaction with training and placements and client focus groups to guide future training and placement opportunities.

6.2 Job development and employment network strategies:

To expand employment opportunities for individuals with disabilities and respond to the purchasing needs of the state, the Respondent will recruit new centers and continue to improve support to all participating centers.

6.3 Recruitment of new centers:

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The Respondent will increase the capacity and geographic diversity of the job development and employment network by surveying agencies to identify those that would like to become part of the network and recruit new centers from that pool.

6.4 Support to centers:

Centers will be supported through IT solutions, marketing, bottom line support, and customer service. Respondent will provide all of the above listed items to these centers.

- Respondent will provide a website to support many of its functions. The website will include information about the state use program, its partners, purposes and advantages. It will include an on-line catalog with shopping cart capability and P Card capacity that allows desktop procurement. It will be constantly updated to reflect the current procurement list. It will provide reports such as the annual report and cost benefit information and support centers with information through its newsletters.
- The current database of over 4,000 government customers will be used to survey, market to and interact with these customers efficiently and effectively.
- Respondent will work with MyFloridaMarketplace to expand and build on the Respondent's catalog and the link to provide direct access to the Provider's website from MyFloridaMarketplace.
- Monthly web marketing pieces will be provided that include center product/service highlights, surveys and new developments.
- The use of a fully integrated ordering system that allows for "real time" processing and tracking of orders by state customer, work centers and Respondent, resulting in faster turnaround time in payment.
- Marketing/selling by the Respondent's staff of products and services offered through the program to current and potential customers either through direct marketing, including the use of a sales force or through the Provider's web page. This marketing will be research based and include marketing of goods and services as well as the program mission. Other marketing activities will include:
 - Developing marketing packages that can be used statewide and also tailored to the local center level.
 - Working with centers to develop local markets.
 - Hosting local and state functions for customers to increase awareness of the program, its products and services.
 - Monitoring state and local bidding opportunities.
 - Assisting the centers in developing local economic benefit statements.
 - Providing data, white papers, media placements and other informational opportunities to assist at the state and local level in marketing.
 - Assisting centers in moving existing stock.
- Continuation of the Advantage Program, a group buying program that provides materials and supplies to member centers at discounted rates.
- Provision of training and media tools.
- Provide satisfactory customer service for all aspects of customer service, including processing orders from customers via phone, fax, e-mail and web; coordinating delivery of product; dealing with customer concerns; and advising customers of new products and services. Customer satisfaction will be gauged by an annual survey and innovations and improvements will be derived from the survey and focus groups.

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6.5 Certification and supervision activities:

The Respondent will assist the Department by:

- Evaluating qualifications and capabilities of employment centers and service programs wanting to participate in the state use program.
- Providing a certification process for employment centers and service programs including qualification status and provide related data to the Department.
- Providing supervision of certified employment centers and service programs described in section 6.8 to ensure compliance with regulations and contracts.
- Maintaining records available to the Department related to certification and supervision.

6.6 Qualification

In addition to the certification requirements listed below, prior to recommending a center for inclusion in the program, the Respondent, through onsite visits and records checks, will review the following to ensure that the center is capable of producing goods and services appropriate to the program:

- Management expertise
- Past experience in producing products/services
- Capital
- Available equipment
- Viability of partnerships with manufacturing
- Marketability and quality of any proposed products and services
- Warehouse space
- Number of required employees
- Location

6.7 Certification

The Respondent shall develop policy and procedure, to be approved by the Department, within 45 days of award, to handle the certification and recertification of centers.

6.8 Supervision

Compliance and quality assurance checks will be made based on input from customers and random spot checks by the Respondent. On-site visits/compliance audits can be scheduled randomly. Any non-compliance (ex: 75% ratio not met) will be result in an audit. Additional triggers for audits include:

- Frequent price adjustments
- Discrepancies in billing
- Customer Complaints
- Delays in invoicing/delivery
- Frequent issuing of purchase exceptions
- Center audits and product testing will be conducted independently using an individual or individuals experienced in rehabilitative services and who will perform the audits to assist the contractor in ensuring the "legitimacy" of participating organizations. The criteria used in the review will include F.S. 413.034 – 413.037 and Chapters 60E-1.001 through 1.005, FAC. These citations address "other severely handicapped" and "severely handicapped"

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individuals” and the requirements that workshops shall maintain files which contain records prepared “by a licensed physician, psychiatrist, and/or psychologist” or agency verifying an individual’s eligibility.

- If a center scores below acceptable levels, technical assistance will be provided and the center will be closely supervised. Lack of improvement can result in a loss of certification or reduction in orders. All information will be available to the Department and is kept on record.
- In addition to audits and site visits, the Respondent will use an oversight committee to provide direction and supervision to the Respondent in the conduct of its activities. The committee will include representatives of participating centers selected by the Board Chair and President of the Respondent. The committee will provide oversight of the management and operations of the Provider’s program activities and provide guidance in creating job opportunities for citizens with disabilities. In addition to the committee, a team consisting of a cross section of certified employment centers’ operations management staff will be used that will discuss product/service related developments, issues, concerns as well as other program related matters.
- In addition to the above processes and procedures, which assist in quality assurance, the contractor will initiate training for the members of the job development and employment network.

6.9 Product and service development:

- The Respondent shall recommend to the Department for approval those products and services that are eligible to be added to the state procurement list. Through surveys of this database, to be completed at least every six months, the Respondent will assess the needs of the customer base and the market viability of new products and services as well as the discontinuation of existing offerings. Results of the database surveys will be provided to authorized representatives of the Department within thirty (30) days of completion. Using this needs assessment; new product and service ideas from the Respondent will be distributed to participating centers. When written requests from centers for product assignments are received, assignment requests will be submitted to the Department for review/approval. Product development assignments will be maintained and monitored and updated monthly (assignments for development are nine months in duration). When the product is ready for marketing, the center will provide cost analysis forms, quality assurance procedures and value added justifications to the Respondent for review and final approval processing.
- The Respondent shall recommend to the Department for approval, prices and price changes as the market changes, and secure approval of the Department for any changes prior to authorization.
- Once a center identifies a potential product, it will submit an itemized cost breakdown to the Respondent. The Respondent will submit a fair market pricing comparison and a sample of the product to the Department to assist in determining whether or not the price falls within fair market guidelines. The Respondent will make recommendations to the Department about the marketability of the proposed product. The Respondent will provide the Department appropriate documentation of value added. This will include a breakdown of the production/assembly/packaging steps; the number of people who have severe disabilities who would be employed; and the number of hours they would provide in the production of the product.
- When a center identifies a potential service, a list of initial costs will be submitted by the center to the Respondent who will compare the proposal with the current market rate. Once approved, a copy will be sent to the Department for acceptance. If accepted by the agency,

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the center and the Department will be notified. The cost will be determined by the requirements of the scope of services and the square footage or acreage of the project using industry standards production rates as a guideline. Once the cost is determined, the Respondent will negotiate the price with the procuring agency working within its budget parameters. Any modifications in scope made by the procuring agency can be adjusted in pricing.

- The Respondent will research and present the Department with an analysis of potential industry impact, which may include:
 - Financial and employment information provided by the current contractor regarding the impact on the contractor's sales;
 - Whether the contractor has been a consistent supplier of the commodity or service and, therefore, more dependent on such sales; and
 - Whether the current contractor is a Minority Owned Business or Woman Owned Business vendor. NOTE: If the current contractor is an Minority Owned Business or Woman Owned Business vendor in good standing, and the contract in question would comprise 15% or more of the vendor's business, the Respondent will not pursue the contract. Lesser contracts are reviewed on a case-by-case basis.
- The Respondent will offer a range products and services, all of which will be listed (with prices) on the Respondent's website as well as on the site provided through the RFP instructions. Through ongoing sales, market analysis and the customer survey process, the Respondent will provide price change recommendations to the Department.

6.10 Approving new products and services:

After the Department has assigned a product or service for development, and quality assurance and pricing are determined to be competitive, all data will be submitted by the Respondent to the Department for final approval and addition to the procurement list.

6.11 Procurement List

Once the Department has approved a product or service it will be added to the procurement list. The Respondent will compile, input, publish and distribute the procurement list as set by the Department. All approved products and services will be listed on the Respondent's website.

6.12 Order allocation and fulfillment:

Order allocation will follow the policy guideline of the Department and records will be maintained sufficient to allow equitable order allocation between the various centers.

6.13 Order Allocation and Billing System

Orders will be allocated to centers based on the nature of the product (all centers do not produce the same items), proximity to the purchasing agency in order to facilitate delivery, and the status of the quality assurance standing of the center in the event that there is more than one center in proximity to the agency making the purchase and more than one center provides the product. The ordering and billing process is as follows:

- Orders from state agencies or political subdivisions will be received via website shopping cart, email, fax or phone and managed by the Respondent.
- Orders will be emailed, same day, to certified centers that produce ordered products, and a hard copy will be saved.

- The center will forward the Respondent an invoice for the delivered products attached to a hard copy of the order – the invoice will then be forwarded to accounting.
- Accounting will generate an invoice to the customer.
- Staff will manage all open invoices until paid, sending reminders as needed for late payment.
- Invoices will be paid and all paperwork will be organized and filed in boxes, maintained on site for one year.
- After one year, boxed invoices will be transferred to a warehouse where they will be saved for seven years.

In instances where more than one center offers a product, cooperative agreements will be entered into between those centers relative to allocation. These agreements can include priority of allocation with criteria such as distance to the purchaser and also include procedures for primary developer overflow production capacity involving multiple employment centers. Direct ordering can be accommodated but must include appropriate controls to allow for quality assurance, data collection and monitoring for compliance with rules, regulations and contracts. This will be done on an individual flexible basis depending on customer need and capacity. Fee adjustments could be considered in such cases. The approved integration of the Respondent's catalog with the MyFloridaMarketPlace.com e-procurement system will allow all orders from procuring agencies to be received directly by certified centers through email in "real time."

6.14 Administration and reporting:

Administration and reporting will meet the following reporting, auditing, accountability, rule recommendation and funding requirements listed below.

6.15 Reporting & Audit Requirements

The contractor will provide an annual report to the Department that includes information relating to accomplishments and developments over the year. The report will be available in written and electronic format and will be available in a manner to allow access by visually impaired individuals. Due to subjective requirements, all forms will be available electronically to better allow for specialized software programs that meet individual needs. Referrals to private companies for personal assistance are also available.

- The Respondent will make quarterly reports in person to the Department or its designated advisory committee. Reports will be available in writing, electronically and in a format suitable for visually impaired individuals.
- In addition, the Respondent will provide the Department access to the following as required:

Externally required audits and reports:

- Annual audits of Florida ARF Financial Statements will be conducted by an independent accounting firm in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The Respondent will comply with state auditing standards.
 - Annual audits of the Workers' Compensation policy.
 - Annual filing of IRS form 990 – Return of Organization Exempt from Income Tax.
 - Quarterly filing of State Unemployment Tax Return – Form UCT-6 (Florida) and Federal.
 - Payroll Tax Return – Form 941.
- Internally required audits and reports:

- Monthly/Quarterly Sales reports for the program by product/service, by customer and by center.
- Monthly Financial Statements, including cumulative actual and pro-forma, comparatives and projections.
- Monthly/Quarterly Aged Receivable Reports.
- Monthly/Quarterly Aged Payable Reports.

In addition to the Reporting & Audit Requirements, the Respondent must maintain records for all personnel at their facility. These records, the employees of Respondent and the facility must be available during regular business hours to any authorized Department personnel. The Respondent's accounting system must be designed to enable access any time for financial information on a real time basis. This will allow the Department to participate in "spot audits" as it deems necessary.

6.16 Standards and Indicators

The Respondent shall submit with their proposal an outline of their intended performance measures in order to increase employment in integrated settings of individuals who are blind or individuals with other disabilities including:

- What percentage of participating individuals with disabilities will be placed into competitive and supported employment annually?
- What percentages of participating individuals in supported employment will be maintained annually?
- What percentage of participating individuals will be increased annually?
- What percentage of hourly wage increase will be offered to participating individuals annually?

The Respondent and the Department will meet within thirty days off the contract award date to review and approve the standards and indicators outline proposal.

The performance of the Respondent shall maintain the following performance measures:

- Achieve a minimum score of 90% on customer satisfaction survey annually.
- Achieve a minimum score of 90% on employment center satisfaction survey annually.
- Achieve a minimum score of 90% on employee satisfaction survey annually.
- Achieve a minimum score of 90% on satisfaction survey conducted by the Department.

In addition, the following standards for payment processing will be required: if using a purchase order.		If using a credit card	
2-14 days	Center performs service or places product order. Center invoices Respondent	2-14 days	
1-3 days	Respondent invoices customer	Card is charged same day	
40 days allowed by law (most state agencies take that long)	Customer pays invoice	2 days after card is charged	
7-10 days	Upon receipt of payment from customer, Respondent issues payment to Center	45 days	

RFP No.: 05-914-000-N

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RFP No.: 05-914-000-N

Outline of Proposed Standards

Form 7.7

Per the terms of the RFP, it is Florida ARF/RESPECT of Florida's intent to meet with the Department within 30 days of the contract award date to review this outline.

- I. Intended performance measure to increase employment in integrated setting of individuals who are blind or individuals with other disabilities.*

- A. Percentage of participating individuals with disabilities placed into competitive and supported employment annually?

Response: Our intended goal would be 5% placement rate with potential adjustments for change to the state unemployment rate.

- B. What percentage of participating individuals in supported employment will be maintained annually?

Response: Our intended goal is to maintain placement of at least 25% of individuals in supported employment.

- C. What percentage of individuals will be increased annually?

Response: Our intended goal is to increase the number of participants by 5% annually.

- D. What percentage of hourly wage increase will be offered to participating individuals annually?

Response: Our intended percentage of hourly wage increase will be equal to or greater than the annual change to the State's CPI.

*Note: Factors beyond the control of the CNA will justify modification or elimination of the performance measure(s) not achieved by the CNA. Any such changes will be agreed upon by the CNA and the Department in writing.

- II. Florida ARF/RESPECT of Florida shall maintain the following performance measures:
- A. Achieve a minimum score of 90% on consumer satisfaction survey annually.
 - B. Achieve a minimum score of 90% on employment center satisfaction survey annually.
 - C. Achieve a minimum score of 90% on employee satisfaction survey annually.
 - D. Achieve a minimum score of 90% on satisfaction survey conducted by the Department.
- III. In addition, the following standards for payment processing will be required:

If using a purchase order:		If using a credit card:
2-14 days	Center performs service or places product order. Center invoices Respondent.	2-14 days
1-3 days	Respondent invoices customer	Card is charged same day
40 days allowed by law (most state agencies take that long)	Customer pays invoice	2 days after card is charged
7-10 days	Upon receipt of payment from customer, Respondent issues payment to Center.	45 days

**AMENDMENT 1
TO THE CONTRACT BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
RESPECT OF FLORIDA
CONTRACT NUMBER: 914-000-10-R**

This Amendment 1 to the above-mentioned contract ("Contract") is made effective as of the last date signed below ("Effective Date"), by Department of Management Services ("DMS") and RESPECT of Florida, ("Contractor"), collectively the "Parties."

WHEREAS, pursuant to contract number, Request for Proposal (RFP), No.: DMS-05-914-000-N [175001] - TO ESTABLISH THE CENTRAL NON PROFIT AGENCY REPRESENTING EMPLOYMENT CENTERS FOR THE BLIND OR OTHER SEVERELY HANDICAPPED;

WHEREAS, the Parties now desires to amend language found in section 6.0 of the RFP; and

NOW, THEREFORE, the Parties hereby agree that the Contract shall be amended as follows:

1. The third bullet point of section 6.1 Employment Activities is hereby deleted and shall not apply to the contract.
2. The first bullet of section 6.16 Standards and Indicators is hereby deleted and shall be replaced with the following "Respondent will provide a minimum of one training annually to increase the capabilities of employment centers to provide services that employ people with disabilities."
3. The second bullet of section 6.16 Standards and Indicators is hereby deleted and shall be replaced with the following "Respondent will provide a minimum of one training annually to increase the capability of employment centers to develop and produce products that provide employment for people with disabilities."

The Parties hereto acknowledge that they have read this Amendment 1, understand it, and agree to be bound by its terms and conditions. They further agree that the Contract, together with Amendment 1 constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 by their duly authorized representatives on the Effective Date indicated as the last date signed below

DEPARTMENT OF MANAGEMENT SERVICES

By: A. Garcia
[Signature]
Print Name
Director, SP
Title
9/27/10
Date

RESPECT OF FLORIDA

By: [Signature]
Scott Gaedtke
Print Name
Executive Director
Title
9-17-2010
Date

AMENDMENT NO. 2
State Term Contract No. 914-000-10-R
Florida Association of Rehabilitation Facilities/RESPECT
Contract Renewal

This Amendment No. 2 ("Amendment") effective on July 13, 2015 to the Contract for the Florida Association of Rehabilitation Facilities, (hereinafter referred to as (RESPECT), between the State of Florida, Department of Management Services ("Department") and RESPECT ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS, the Contract was originally awarded to the Contractor on July 12, 2010, and set to expire on July 12, 2015, for the provision of commodities sales, and services; and

WHEREAS, in accordance with section 287.057(13), Florida Statutes, and section six of the Contract, upon mutual agreement, the parties may renew the Contract in whole or in part, for a period that may not exceed five years; and

WHEREAS, the Parties agree to amend the Contract with a five year renewal to July 12, 2020, pursuant to section 287.057(13), Florida Statutes, and section six of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows:

1.0 Contract Renewal. Pursuant to section 287.057(13), Florida Statutes, the Parties hereby execute its renewal option for five years, to expire not later than the end of the day on July 12, 2020.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Reporting Requirements. Each Contractor shall submit a sales report on a quarterly basis. Reporting periods coincide with the State fiscal year:

- Quarter 1 - (July-September) Due by October 31
- Quarter 2 - (October-December) Due by January 31
- Quarter 3 - (January-March) Due by April 30
- Quarter 4 - (April-June) Due by July 31

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:

Part Number/SKU: Your product part number if applicable

Item / Service Name: Given name of Item or Service

MFG Manufacturer: Publisher, Service Provider

Item Category: Description of the product category, according to attached table

Item Subcategory: Additional grouping for item

Product Description: Additional detail for item

Customer Name: State Agencies, Universities, Political Subdivisions, Other Eligible Users

UNSPSC Code: United Nations Standard Products and Services Code

UOM: Unit of Measure

Volume Qty: Number of items/services purchased/provided

Order Date: Order date

Date Delivered: Delivered date to customer

Purchase Type: Purchase Order, Payment Card, Other

List Price: List price

Contract Price: Contracted price with state per contract terms

Additional Fields: Any new information related to your company's products/services

Failure to provide quarterly sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (September, December, March, and June) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary forms by email to the Contract Manager.

6.0 Employment Verification. (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

7.0 Scrutinized Company List. Pursuant to subsection 287.135(5), Florida Statutes, by submitting a response to a procurement to which this clause is attached or by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, pursuant to subsection 287.135(3)(b), Florida Statutes. Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

8.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of form PUR 1000.

9.0 Diversity Reporting. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

10.0 Public Records.

Access to Public Records

(1) If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

The Department may unilaterally cancel this Contract for refusal by the contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are

exempt from sections 24(a) of Article I of the State Constitution, and Chapter 119, Florida Statutes.

**State of Florida,
Department of Management
Services**

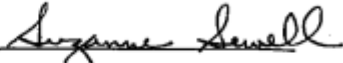
By: 

Name: Chad Poppell

Title: Secretary

Date: 4-24-15

Contractor: RESPECT.

By: 

Name: Suzanne Sewell

Title: President & CEO

Date: 4-22-15

AMENDMENT NO.: 3
Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

This Amendment No. 3 ("Amendment"), effective May 20, 2016, to the State Term Contract No. 914-000-10-R ("Contract"), between the **State of Florida, Department of Management Services** ("Department") and Florida Association of Rehabilitation Facilities, hereinafter referred to as (RESPECT). ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract number to establish the Central Non Profit Agency, pursuant to RFP No. DMS-05-914-000-N, and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the contract, and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

a. The Contract is further amended to changes the following sections:

6.1 Employment activities:

The first bullet point under Section 6.1 of the contract is hereby amended to delete reference to the Business Advisory Council and reference to including a statewide Job Fair.

The text now reads: Continuation of the Business Development Committee that is working to increase public sector awareness and support for employment of individuals with disabilities.

The fourth bullet point under Section 6.1 of the contract is hereby amended to delete references to: financing startup for return on investment revenue streams and independent contracts.

The text now reads: Recruitment of centers willing to pursue the development and support of placements for individuals in micro-enterprise and home based business opportunities. This includes targeting rural areas where no centers exist and financing startup for micro-enterprises that are subcontracted to agencies within the job development and employment network.

6.4 Support to centers:

The second bullet point under Section 6.4 of the contract is hereby amended to delete reference to the current database of over 4,000 government customers.

AMENDMENT NO.: 3
Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

The text now reads: The current database of government customers will be used to survey, market to and interact with these customers efficiently and effectively.

The sixth bullet point under Section 6.4, subset 5, of the contract is hereby amended to delete reference to: Assisting the centers in developing local economic benefit statements.

The text now reads: Assisting the centers in communicating to local government entities the value and benefits of purchasing from the Department's list of products and services available for procurement from qualified, non-profit agencies employing the blind or other severely handicapped.

The sixth bullet point under Section 6.4, subset 7, of the contract is hereby amended to delete reference to: Assisting centers in moving existing stock.

6.6 Qualifications:

The seventh bullet point under Section 6.6 of the contract is hereby amended to clarify that warehouse space is a qualification if needed.
The text now reads: Warehouse space (when needed).

6.13 Order allocation and billing system:

The sixth bullet point under Section 6.13 of the contract is hereby amended to delete text that read as follows: Invoices will be paid and all paperwork will be organized and filed in boxes, maintained on site for one year.

The seventh bullet point under Section 6.13 of the contract is hereby amended to delete text that read as follows: After one year, boxed invoices will be transferred to a warehouse where they will be saved for seven years.

The text now reads as follows: Electronic copies of invoices will be saved for seven years.

AMENDMENT NO.: 3

Florida Association of Rehabilitation Facilities/RESPECT
State Term Contract No.: 914-000-10-R

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

Contractor: RESPECT

By: *Ben Wolf*, Dir of Fin & Admin
Name: Ben Wolf
Title: Chief of Staff
Date: 5/18/16

By: *Suzanne Sewell*
Name: Suzanne Sewell
Title: President & CEO
Date: 5/10/16

APPENDIX E: EMPLOYMENT CENTER CERTIFICATION FORMS AND INITIAL CERTIFICATION CHECKLIST

SAMPLE HANDICAPPED ANNUAL CERTIFICATION FORM

**Annual Certification Form
Nonprofit Agency Employing Individuals Who Are Severely Handicapped
Under Chapter 413.032 – 413.037, Florida Statutes**

TO: RESPECT of Florida Certified Employment Centers:

All of the following requested items of information should represent total annual figures for fiscal year ending June 30, 20XX. Hours of direct labor reported must be actual hours worked which can be documented by payroll records. For the purpose of this form, direct labor is defined as all direct work that includes actual preparation, processing, assembly, or packaging of commercial commodities or direct work that includes the actual performance of commercial services. Please be sure to include all employees that were employed at any time during the reporting period.

The above information must be completed and returned no later than August 15, ____ to:

RESPECT of Florida
Attn: Compliance Officer
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

1. Name of agency:

2. Complete address:

3. Enter total annual number of employees who have provided **direct labor** in the production of **all** commercial commodities and services produced by the agency. This refers to **all** commercial commodities and services agency-wide to include RESPECT **and** any other commercial commodities or services.

(a) Number of employees who are severely handicapped _____

(b) Number of employees who are not severely handicapped _____

4. Enter total annual number of **direct labor** hours that have been provided agency-wide by employees from item 3. Enter percentages.

(a) By employees who are severely handicapped _____ Hrs _____ %

(b) By employees who are not severely handicapped _____ Hrs _____ %

(c) Total hours of direct labor provided _____ Hrs _____ 100 %

5. Enter total annual number of employees who have provided **direct labor** in the production of RESPECT commodities and/or services. This item refers **only** to RESPECT commodities and/or services.

- (a) Number of employees who are severely handicapped _____
- (b) Number of employees who are not severely handicapped _____

6. Enter total annual number of **direct labor** hours that have been provided by employees from item 5. This item refers **only** to RESPECT commodities and/or services. Enter percentages.

- (a) By employees who are severely handicapped _____ Hrs _____ %
- (b) By employees who are not severely handicapped _____ Hrs _____ %
- (c) Total hours of direct labor provided _____ Hrs _____ 100 %

DO NOT LEAVE THIS BLANK

7. Enter total annual number of employees who are severely handicapped who have provided **indirect labor** in the production of RESPECT commodities and/or services. If the agency has not employed employees who are severely handicapped to provide **indirect labor** during the reporting period, enter zero. _____

8. Total wages paid to employees who are severely handicapped for direct labor performed in the production of RESPECT commodities and/or services \$ _____

9. Average hourly wage paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ _____

- (a) Highest hourly wage rate paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ _____
- (b) Lowest hourly wage rate paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ _____

10. The following items refer to total payroll taxes and total fringe benefits paid to employees who are severely handicapped that were or are employed in the production of RESPECT commodities and/or services during the reporting period. Also list the number of employees who are severely handicapped that were or are employed in the production of RESPECT commodities and/or services during the reporting period that receive(d) one or more of the benefits listed

	Number of Employees	Total Dollars
(a) FICA	_____	\$ _____
(b) Federal Unemployment Insurance	_____	\$ _____
(c) State Unemployment Insurance	_____	\$ _____
(d) Employee's Compensation Insurance	_____	\$ _____

	Number of Employees	Total Dollars
(e) Life Insurance	_____	\$ _____
(f) Disability Insurance	_____	\$ _____
(g) Health Insurance	_____	\$ _____
(h) Sick Leave	_____	\$ _____
(i) Annual Leave	_____	\$ _____
(j) Holiday Pay	_____	\$ _____
(k) Employer Contribution to Retirement Plans	_____	\$ _____

This section refers to employees with handicaps who were employed in the production of RESPECT commodities and/or services.

- 11. Number who previously performed direct labor and were transferred to an indirect labor position with the agency _____
 - 12. Number placed in outside (non-agency) unsubsidized competitive employment _____
 - 13. Number placed in outside (non-agency) supported or subsidized employment _____
 - 14. Number employed by agency for the first time _____
-

For the purposes of qualifying for participation in the program, agencies **MUST** include hours of employment provided by employees with handicaps who are employed in supported employment and who are not directly employed by the agency. Documentation must be available at the agency that specifies support provided and hours worked by the above employees.

- 15. This item includes employees who have received supported employment services from the agency but are not directly employed by the agency. Such employees must have received direct and continued support services by the agency during the reporting period.
 - (a) Number of employees who received supported employment services _____
 - (b) Number of hours of supported employment worked by the above employees _____

DO NOT COMPLETE THIS ITEM. TO BE COMPLETED BY CNA STAFF:

16. Recalculation of direct labor ratio Item 4 (a) to include supported employment: _____

Carefully read the following to ensure the agency is in compliance with the following listed requirements, Chapter 413, Sections 413.032-413.037, Florida Statutes, and Rule 60E-1, Florida Administrative Code.

I certify that:

- (a) Direct labor provided by employees who are severely handicapped as indicated above were provided by employees who are severely handicapped as defined below:

Severely handicapped means any employee who is so severely incapacitated by any physical or mental disability that they cannot engage in normal competitive employment because of such disability. Some specific categories of severely handicapped employees as defined above include those handicapped by the following:

1. Spinal cord injury
2. Deafness
3. Muscular dystrophy
4. Multiple sclerosis
5. Intellectual/Developmental disabilities or neurological disorders
6. Severe orthopedic handicaps
7. Multiple disabilities
8. Severe personality or behavioral disorders, including psychosis and neurosis
9. Severe pulmonary disease
10. Severe cardiac disorders

The foregoing are examples only, and should not be considered exclusive.

- (b) The majority of direct labor hours provided in the production of each RESPECT commodity and each RESPECT service contract were provided by employees who are severely handicapped.
- (c) There is a file for each individual who is severely handicapped which includes reports of pre-admission evaluation and annual re-evaluations of the individual's capability for normal competitive employment prepared by an employee or employees qualified by training and experience.
- (d) There is an ongoing placement program that includes staff assigned evaluation duties and liaison responsibilities with appropriate community services, such as the State Division of Vocational Rehabilitation, and others; and those individuals whose most recent evaluation show them to be capable of normal competitive employment are listed with one or more of the services.
- (e) There is a file for each individual who is severely handicapped which includes a written report prepared by a licensed primary care provider, psychiatrist, or qualified psychologist, reflecting the nature and extent of the handicap or handicaps that cause such employee to qualify as severely handicapped; or a statement from one of the following state or federal agencies indicating that the individual has been determined, according to the criteria provided by section 413.033, Florida Statutes, as being handicapped and eligible for services by the agency:

Division of Vocational Rehabilitation, Department of Education, Agency for Employees with Disabilities, Adult Mental Health Services Department of Children and Families, Social Security Administration, Department of Health Division of

Disability Determinations

PLEASE CHECK BELOW STATEMENTS AS APPROPRIATE

- _____ Attached is the U.S. Department of Labor Certificate Authorizing Special Minimum Wage Rates.
- _____ Attached is a written statement, less than one-year-old, from a certified public accountant, after reviewing the program's payroll records, confirming that employees, who performed work to produce commodities and/or services for the RESPECT program, earn Florida minimum wage or above.

Wages Information

16. **Total number of employees with handicaps that performed work in the production of RESPECT commodities and/or services for the fiscal year ending June 30, 20XX.**
 (This number must match the answer indicated on question #5a of this certification form.) _____

COMMODITIES

Do not leave blanks unfilled, if your agency does not produce commodities for RESPECT, please fill in a zero.

Of the total number of employees **with handicaps that performed work in the production of RESPECT commodities and services.**

Please indicate the number of employees who:

17. Produced COMMODITIES for the RESPECT of Florida Program. _____
18. Made **at or above** the Florida minimum hourly wage* **at any time during the fiscal year**, producing commodities. _____ **
19. Made **below** the Florida minimum hourly wage, producing commodities. _____ **

SERVICES

Do not leave blanks unfilled, if your agency does not produce services for RESPECT, please fill in a zero.

Of the total number of employees **with handicaps that performed work in the production of RESPECT commodities and services.**

Please indicate the number of employees who:

20. Produced SERVICES for the RESPECT of Florida Program _____
21. Made **at or above** the Florida minimum hourly wage* **at any time during the fiscal year**, producing services. _____ **
22. Made **below** the Florida minimum hourly wage, producing services _____ **

The current Florida minimum wage is \$8.XX per hour since 1/1/XX

QUESTIONS 18-19 AND 21-22 () TOTAL NUMBERS SHOULD ADD UP TO THE TOTAL NUMBER OF EMPLOYEES WITH HANDICAPS, WHO PERFORMED WORK IN THE PRODUCTION OF RESPECT COMMODITIES AND/OR SERVICES, LISTED AT THE TOP OF THE WAGES INFORMATION SECTION.**

Comments/Explanations for wage information: _____

An Officer of the Board **AND** an Agency Executive must sign this form.

Signature-Officer of the Board

Signature-Agency Executive

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Form prepared by: _____
(Please print or type)

Phone number: _____
(Please print or type)

E-mail: _____
(Please print or type)

Accepted by: _____
(RESPECT of Florida, Executive Director)

Date: _____

Accepted by: _____
(FARF/RESPECT President & CEO)

Date: _____

SAMPLE BLIND ANNUAL CERTIFICATION FORM

**Annual Certification Form
Nonprofit Agency Employing Individuals Who Are Blind
Under Chapter 413.032 – 413.037, Florida Statutes**

TO: RESPECT of Florida Certified Employment Centers:

All of the following requested items of information should represent total annual figures for fiscal year ending June 30, 20XX. Hours of direct labor reported must be actual hours worked which can be documented by payroll records. For the purpose of this form, direct labor is defined as all direct work that includes actual preparation, processing, assembly, or packaging of commercial commodities or direct work that includes the actual performance of commercial services. Please be sure to include all employees that were employed at any time during the reporting period.

The above information must be completed and returned no later than August 15 ____ to:

RESPECT of Florida
Attn: Compliance Officer
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

1. Name of agency:

2. Complete address:

3. Enter total annual number of employees who have provided **direct labor** in the production of **all** commercial commodities and services produced by the agency. This refers to **all** commercial commodities and services agency-wide to include RESPECT **and** any other commercial commodities or services.

- (a) Number of employees who are blind _____
- (b) Number of employees who are not blind _____

4. Enter total annual number of **direct labor** hours that have been provided agency-wide by employees from item 3. Enter percentages.

- (a) By employees who are blind _____ Hrs _____ %
- (b) By employees who are not blind _____ Hrs _____ %
- (c) Total hours of direct labor provided _____ Hrs _____ 100 %

5. Enter total annual number of employees who have provided **direct labor** in the production of RESPECT commodities and/or services. This item refers **only** to RESPECT commodities and/or services.

- (a) Number of employees who are blind _____
- (b) Number of employees who are not blind _____

6. Enter total annual number of **direct labor** hours that have been provided by employees from item 5. This item refers **only** to RESPECT commodities and/or services. Enter percentages.

- (a) By employees who are blind _____ Hrs _____ %
- (b) By employees who are not blind _____ Hrs _____ %
- (c) Total hours of direct labor provided _____ Hrs _____ 100 %

DO NOT LEAVE THIS BLANK

7. Enter total annual number of employees who are blind who have provided **indirect labor** in the production of RESPECT commodities and/or services. If the agency has not employed employees who are blind to provide **indirect labor** during the reporting period, enter zero. _____

8. Total wages paid to employees who are blind for direct labor performed in the production of RESPECT commodities and/or services \$ _____

9. Average hourly wage paid to employees who are blind for work performed in the production of RESPECT commodities and/or services \$ _____

- (a) Highest hourly wage rate paid to employees who are blind for work performed in the production of RESPECT commodities and/or services \$ _____
- (b) Lowest hourly wage rate paid to employees who are blind for work performed in the production of RESPECT commodities and/or services \$ _____

11. The following items refer to total payroll taxes and total fringe benefits paid to employees who are blind that were or are employed in the production of RESPECT commodities and/or services during the reporting period. Also list the number of employees who are blind that were or are employed in the production of RESPECT commodities and/or services during the reporting period that receive(d) one or more of the benefits listed

	Number of Employees	Total Dollars
(a) FICA	_____	\$ _____
(b) Federal Unemployment Insurance	_____	\$ _____
(c) State Unemployment Insurance	_____	\$ _____
(d) Employee's Compensation Insurance	_____	\$ _____

	Number of Employees	Total Dollars
(e) Life Insurance	_____	\$ _____
(f) Disability Insurance	_____	\$ _____
(g) Health Insurance	_____	\$ _____
(h) Sick Leave	_____	\$ _____
(i) Annual Leave	_____	\$ _____
(j) Holiday Pay	_____	\$ _____
(k) Employer Contribution to Retirement Plans	_____	\$ _____

This section refers to employees who are blind who were employed in the production of RESPECT commodities and/or services.

- 11. Number who previously performed direct labor and were transferred to an indirect labor position with the agency _____
 - 12. Number placed in outside (non-agency) unsubsidized competitive employment _____
 - 13. Number placed in outside (non-agency) supported or subsidized employment _____
 - 14. Number employed by agency for the first time _____
-

For the purposes of qualifying for participation in the program, agencies **MUST** include hours of employment provided by employees who are blind who are employed in supported employment and who are not directly employed by the agency. Documentation must be available at the agency that specifies support provided and hours worked by the above employees.

- 15. This item includes employees who have received supported employment services from the agency but are not directly employed by the agency. Such employees must have received direct and continued support services by the agency during the reporting period.
 - (a) Number of employees who received supported employment services _____
 - (b) Number of hours of supported employment worked by the above employees _____

DO NOT COMPLETE THIS ITEM. TO BE COMPLETED BY CNA STAFF:

- 16. Recalculation of direct labor ratio Item 4 (a) to include supported employment: _____

Carefully read the following to ensure the agency is in compliance with the following listed requirements, Chapter 413, Sections 413.032-413.037, Florida Statutes, and Rule 60E-1, Florida Administrative Code.

I certify that:

- (a) The Direct labor reported for employees meet the definition of blind as defined below:

Blind means an individual having central visual acuity 20/200 or less in the better eye with correcting glasses, or a disqualifying field defect in which the peripheral field has contracted to such an extent that the widest diameter or visual field subtends an angular distance no greater than 20 degrees.

- (b) The majority of direct labor hours provided in the production of each RESPECT commodity and each RESPECT service contract were provided by employees who are blind.
- (c) There is a file for each individual who is blind which includes reports of pre-admission evaluation and annual re-evaluations of the individual's capability for normal competitive employment prepared by a person or persons qualified by training and experience.
- (d) There is an ongoing placement program that includes staff assigned evaluation duties and liaison responsibilities with appropriate community services, such as the State Division of Blind Services, and others. Those individuals whose most recent evaluation show them to be capable of normal competitive employment have been referred for employment service and are listed with one or more of the services.
- (e) There is a file for each individual who is blind which includes a written report prepared by a licensed primary care provider, reflecting the nature of the handicap that causes such employee to qualify as blind; or a statement from one of the following state or federal agencies indicating that the individual has been determined, according to the criteria provided by section 413.033, Florida Statutes, as being blind and eligible for services by the agency:

Division of Vocational Rehabilitation, Department of Education, Social Security Administration

PLEASE CHECK BELOW STATEMENTS AS APPROPRIATE

- _____ Attached is the U.S. Department of Labor Certificate Authorizing Special Minimum Wage Rates.
- _____ Attached is a written statement, less than one-year-old, from a certified public accountant, after reviewing the program's payroll records, confirming that employees, who performed work to produce commodities and/or services for the RESPECT program, earn Florida minimum wage or above.
-

Wages Information

17. **Total** number of employees **who are blind that performed work in the production of RESPECT commodities and/or services for the fiscal year ending June 30, 20XX.**
 (This number must match the answer indicated on question #5a of this certification form.) _____

COMMODITIES

Do not leave blanks unfilled, if your agency does not produce commodities for RESPECT, please fill in a zero.

Of the total number of employees **who are blind that performed work in the production of RESPECT commodities and services.**

Please indicate the number of employees who:

18. Produced COMMODITIES for the RESPECT of Florida Program. _____
19. Made **at or above** the Florida minimum hourly wage* **at any time during the fiscal year**, producing commodities. _____ **
20. Made **below** the Florida minimum hourly wage, producing commodities. _____ **

SERVICES

Do not leave blanks unfilled, if your agency does not produce services for RESPECT, please fill in a zero.

Of the total number of employees **who are blind that performed work in the production of RESPECT commodities and services.**

Please indicate the number of employees who:

21. Produced SERVICES for the RESPECT of Florida Program _____
22. Made **at or above** the Florida minimum hourly wage* **at any time during the fiscal year**, producing services. _____ **
23. Made **below** the Florida minimum hourly wage, producing services _____ **
 The current Florida minimum wage is \$8.XX per hour since 1/1/XX

QUESTIONS 18-19 AND 21-22 () TOTAL NUMBERS SHOULD ADD UP TO THE TOTAL NUMBER OF EMPLOYEES WHO ARE BLIND, WHO PERFORMED WORK IN THE PRODUCTION OF RESPECT COMMODITIES AND/OR SERVICES, LISTED AT THE TOP OF THE WAGES INFORMATION SECTION.**

Comments/Explanations for wage information: _____

An Officer of the Board **AND** an Agency Executive must sign this form.

Signature-Officer of the Board

Signature-Agency Executive

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Form prepared by: _____
(Please print or type)

Phone number: _____
(Please print or type)

E-mail: _____
(Please print or type)

Accepted by: _____
(RESPECT of Florida, Executive Director)

Date: _____

Accepted by: _____
(FARF/RESPECT President & CEO)

Date: _____

SAMPLE HANDICAPPED INITIAL CERTIFICATION FORM

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**Initial Certification Form
Nonprofit Agency Employing Individuals Who Are Severely Handicapped
Under Chapter 413.032 – 413.037, Florida Statutes**

TO: RESPECT of Florida Certified Employment Centers:

All of the following requested items of information should represent total annual figures for fiscal year ending June 30, 20XX. Hours of direct labor reported must be actual hours worked which can be documented by payroll records. For the purpose of this form, direct labor is defined as all direct work that includes actual preparation, processing, assembly, or packaging of commercial commodities or direct work that includes the actual performance of commercial services. Please be sure to include all employees that were employed at any time during the reporting period.

The above information must be completed and returned to:

RESPECT of Florida
Attn: Compliance Officer
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

1. Name of agency: _____

2. Complete address: _____

3. Enter total annual number of employees who have provided **direct labor** in the production of **all** commercial commodities and services produced by the agency. This refers to **all** commercial commodities and services agency-wide to include RESPECT **and** any other commercial commodities or services.

(a) Number of employees who are severely handicapped _____

(b) Number of employees who are not severely handicapped _____

4. Enter total annual number of **direct labor** hours that have been provided agency-wide by employees from item 3. Enter percentages.

(a) By employees who are severely handicapped _____ Hrs _____ %

(b) By employees who are not severely handicapped _____ Hrs _____ %

(c) Total hours of direct labor provided _____ Hrs 100 %

5. Enter total annual number of employees who have provided **direct labor** in the production of RESPECT commodities and/or services. This item refers **only** to RESPECT commodities and/or services.

- (a) Number of employees who are severely handicapped N/A
- (b) Number of employees who are not severely handicapped N/A

6. Enter total annual number of **direct labor** hours that have been provided by employees from item 5. This item refers **only** to RESPECT commodities and/or services. Enter percentages.

- (a) By employees who are severely handicapped _____ Hrs N/A %
- (b) By employees who are not severely handicapped _____ Hrs N/A %
- (c) Total hours of direct labor provided _____ Hrs N/A %

DO NOT LEAVE THIS BLANK

7. Enter total annual number of employees who are severely handicapped who have provided **indirect labor** in the production of RESPECT commodities and/or services. If the agency has not employed workers who are severely handicapped to provide **indirect labor** during the reporting period, enter zero. N/A

8. Total wages paid to employees who are severely handicapped for direct labor performed in the commodity of RESPECT commodities and/or services \$ N/A

9. Average hourly wage paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ N/A

- (a) Highest hourly wage rate paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ N/A
- (b) Lowest hourly wage rate paid to employees who are severely handicapped for work performed in the production of RESPECT commodities and/or services \$ N/A

10. The following items refer to total payroll taxes and total fringe benefits paid to employees who are severely handicapped that were or are employed in the production of RESPECT commodities and/or services during the reporting period.

- (a) FICA \$ N/A
- (b) Federal Unemployment Insurance \$ N/A
- (c) State Unemployment Insurance \$ N/A
- (d) Employee's Compensation Insurance \$ N/A
- (e) Life Insurance \$ N/A

(f)	Disability Insurance	\$ <u>N/A</u>
(g)	Health Insurance	\$ <u>N/A</u>
(h)	Sick Leave	\$ <u>N/A</u>
(i)	Annual Leave	\$ <u>N/A</u>
(j)	Holiday Pay	\$ <u>N/A</u>
(k)	Employer Contribution to Retirement Plans	\$ <u>N/A</u>
(l)	Number of employees who are severely handicapped that were or are employed in the production of RESPECT commodities and/or services during the reporting period that receive(d) one or more of the benefits listed above.	<u>N/A</u>

This section refers to employees with handicaps who were employed in the production of RESPECT commodities and/or services.

11.	Number who previously performed direct labor and were transferred to an indirect labor position with the agency	<u>N/A</u>
12.	Number placed in outside (non-agency) unsubsidized competitive employment	<u>N/A</u>
13.	Number placed in outside (non-agency) supported or subsidized employment	<u>N/A</u>
14.	Number employed by agency for the first time	<u>N/A</u>

For the purposes of qualifying for participation in the program, agencies **MUST** include hours of employment provided by employees with handicaps who are employed in supported employment and who are not directly employed by the agency. Documentation must be available at the agency that specifies support provided and hours worked by the above employees.

15.	This item includes employees who have received supported employment services from the agency but are not directly employed by the agency. Such employees must have received direct and continued support services by the agency during the reporting period.	
(a)	Number of employees who received supported employment services	_____
(c)	Number of hours of supported employment worked by the above employees	_____

DO NOT COMPLETE THIS ITEM. TO BE COMPLETED BY CNA STAFF:

16.	Recalculation of direct labor ratio Item 4(a) to include supported employment:	_____
-----	--	-------

Carefully read the following to ensure the agency is in compliance with the following listed requirements, Chapter 413, Sections 413.032-413.037, Florida Statutes, and Rule 60E-1, Florida Administrative Code.

I certify that:

- (a) The Direct labor reported for employees meet the definition of severely handicapped as defined below:

Severely handicapped means any employee who is so severely incapacitated by any physical or mental disability that they cannot engage in normal competitive employment because of such disability. Some specific categories of severely handicapped employees as defined above include those handicapped by the following:

1. Spinal cord injury
2. Deafness
3. Muscular dystrophy
4. Multiple sclerosis
5. Intellectual/Developmental disabilities or neurological disorders
6. Severe orthopedic handicaps
7. Multiple disabilities
8. Severe personality or behavioral disorders, including psychosis and neurosis
9. Severe pulmonary disease
10. Severe cardiac disorders

The foregoing are examples only, and should not be considered exclusive.

- (b) The majority of direct labor hours provided in the production of each RESPECT commodity and each RESPECT service contract were provided by employees who are severely handicapped.
- (c) There is a file for each individual who is severely handicapped which includes reports of pre-admission evaluation and annual re-evaluations of the individual's capability for normal competitive employment prepared by a person or persons qualified by training and experience.
- (d) There is an ongoing placement program that includes staff assigned evaluation duties and liaison responsibilities with appropriate community services, such as the State Division of Vocational Rehabilitation, and others. Those individuals whose most recent evaluation show them to be capable of normal competitive employment have been referred for employment service, and are listed with one or more of the services.
- (e) There is a file for each individual who is severely handicapped which includes a written report prepared by a licensed primary care provider, psychiatrist, or qualified psychologist, reflecting the nature and extent of the handicap or handicaps that cause such employee to qualify as severely handicapped; or a statement from one of the following state or federal agencies indicating that the individual has been determined, according to the criteria provided by section 413.033, Florida Statutes, as being handicapped and eligible for services by the agency:

Division of Vocational Rehabilitation, Department of Education, Agency for Employees with Disabilities, Adult Mental Health Services Department of Children and Families, Social Security Administration, Department of Health Division of Disability Determinations

PLEASE CHECK STATEMENTS BELOW AS APPROPRIATE

_____ Attached is a copy of my agency's U.S. Department of Labor Certificate Authorizing Special Minimum Wage Rates.

_____ Attached is a written statement, on my agency letterhead and signed by my Agency Executive, stating that any future employees who will perform work to produce commodities and/or services for the RESPECT program will earn Florida minimum wage or above. (When your agency has, at any time during the fiscal year, paid employees who have worked on a RESPECT contract, you will be required to provide either a copy of your U.S. Department of Labor Special Minimum Wage Certificate or a written testament regarding the wages of the employees as part of the re-certification process. The testament must be less than one-year-old, signed by a certified public accountant and state that after reviewing your program's payroll records, employees who performed work to produce commodities and/or services for the RESPECT program earned Florida minimum wage or above.)

An Officer of the Board **AND** an Agency Executive must sign this form.

Signature-Officer of the Board

Signature-Agency Executive

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Form prepared by: _____
(Please print or type)

Phone number: _____ E-mail address: _____
(Please print or type) (Please print or type)

Accepted by: _____ Date: _____
(RESPECT of Florida, Executive Director)

Accepted by: _____ Date: _____
(FARF/RESPECT, President and CEO)

Accepted by: _____ Date: _____
(DMS Representative)

SAMPLE BLIND INITIAL CERTIFICATION FORM

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**Initial Certification Form
Nonprofit Agency Employing Individuals Who Are Blind
Under Chapter 413.032 – 413.037, Florida Statutes**

TO: RESPECT of Florida Certified Employment Centers:

All of the following requested items of information should represent total annual figures for fiscal year ending June 30, 20XX. Hours of direct labor reported must be actual hours worked which can be documented by payroll records. For the purpose of this form, direct labor is defined as all direct work that includes actual preparation, processing, assembly, or packaging of commercial commodities or direct work that includes the actual performance of commercial services. Please be sure to include all employees that were employed at any time during the reporting period.

The above information must be completed and returned to:

RESPECT of Florida
Attn: Compliance Officer
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946

1. Name of agency: _____

2. Complete address: _____

3. Enter total annual number of employees who have provided **direct labor** in the production of **all** commercial commodities and services produced by the agency. This refers to **all** commercial commodities and services agency-wide to include RESPECT **and** any other commercial commodities or services.

(a) Number of employees who are blind _____

(b) Number of employees who are blind _____

4. Enter total annual number of **direct labor** hours that have been provided agency-wide by employees from item 3. Enter percentages.

(a) By employees who are blind _____ Hrs _____ %

(b) By employees who are not blind _____ Hrs _____ %

(c) Total hours of direct labor provided _____ Hrs _____ 100%

6. Enter total annual number of employees who have provided **direct labor** in the production of RESPECT commodities and/or services. This item refers **only** to RESPECT commodities and/or services.

- | | | |
|-----|-----------------------------------|--------------------|
| (a) | Number of employees who are blind | <u> N/A </u> |
| (b) | Number of employees who are blind | <u> N/A </u> |

6. Enter total annual number of **direct labor** hours that have been provided by employees from item 5. This item refers **only** to RESPECT commodities and/or services. Enter percentages.

- | | | | |
|-----|--------------------------------------|-----------|----------------------|
| (a) | By employees who are blind | _____ Hrs | <u> N/A </u> % |
| (b) | By employees who are not blind | _____ Hrs | <u> N/A </u> % |
| (c) | Total hours of direct labor provided | _____ Hrs | <u> N/A </u> % |

DO NOT LEAVE THIS BLANK

7. Enter total annual number of employees who are blind who have provided **indirect labor** in the production of RESPECT commodities and/or services. If the agency has not employed workers who are blind to provide **indirect labor** during the reporting period, enter zero. N/A

8. Total wages paid to employees who are blind for direct labor performed in the commodity of RESPECT commodities and/or services \$ N/A

9. Average hourly wage paid to employees who are blind for work performed in the production of RESPECT commodities and/or services \$ N/A

- | | | |
|-----|--|-----------------------|
| (a) | Highest hourly wage rate paid to employees who are blind for work performed in the production of RESPECT commodities and/or services | \$ <u> N/A </u> |
| (b) | Lowest hourly wage rate paid to employees who are blind for work performed in the production of RESPECT commodities and/or services | \$ <u> N/A </u> |

10. The following items refer to total payroll taxes and total fringe benefits paid to employees who are blind that were or are employed in the production of RESPECT commodities and/or services during the reporting period.

- | | | |
|-----|-----------------------------------|-----------------------|
| (a) | FICA | \$ <u> N/A </u> |
| (b) | Federal Unemployment Insurance | \$ <u> N/A </u> |
| (c) | State Unemployment Insurance | \$ <u> N/A </u> |
| (d) | Employee's Compensation Insurance | \$ <u> N/A </u> |
| (e) | Life Insurance | \$ <u> N/A </u> |

(f)	Disability Insurance	\$ <u> N/A </u>
(g)	Health Insurance	\$ <u> N/A </u>
(h)	Sick Leave	\$ <u> N/A </u>
(i)	Annual Leave	\$ <u> N/A </u>
(j)	Holiday Pay	\$ <u> N/A </u>
(k)	Employer Contribution to Retirement Plans	\$ <u> N/A </u>
(l)	Number of employees who are blind that were or are employed in the production of RESPECT commodities and/or services during the reporting period that receive(d) one or more of the benefits listed above.	<u> N/A </u>

This section refers to blind employees who were employed in the production of RESPECT commodities and/or services.

- | | | |
|-----|---|--------------------|
| 11. | Number who previously performed direct labor and were transferred to an indirect labor position with the agency | <u> N/A </u> |
| 12. | Number placed in outside (non-agency) unsubsidized competitive employment | <u> N/A </u> |
| 13. | Number placed in outside (non-agency) supported or subsidized employment | <u> N/A </u> |
| 14. | Number employed by agency for the first time | <u> N/A </u> |
-

For the purposes of qualifying for participation in the program, agencies **MUST** include hours of employment provided by blind employees who are employed in supported employment and who are not directly employed by the agency. Documentation must be available at the agency that specifies support provided and hours worked by the above employees.

- | | | |
|-----|--|-------------------|
| 15. | This item includes employees who have received supported employment services from the agency but are not directly employed by the agency. Such employees must have received direct and continued support services by the agency during the reporting period. | |
| (a) | Number of employees who are blind who received supported employment services | <u> </u> |
| (d) | Number of hours of supported employment worked by the above employees | <u> </u> |

DO NOT COMPLETE THIS ITEM. TO BE COMPLETED BY CNA STAFF:

- | | | |
|-----|--|-------------------|
| 16. | Recalculation of direct labor ratio Item 4(a) to include supported employment: | <u> </u> |
|-----|--|-------------------|

Carefully read the following to ensure the agency is in compliance with the following listed requirements, Chapter 413, Sections 413.032-413.037, Florida Statutes, and Rule 60E-1, Florida Administrative Code.

I certify that:

- (a) The Direct labor reported for employees meet the definition of blind as defined below:

Blind means an individual having central visual acuity 20/200 or less in the better eye with correcting glasses, or a disqualifying field defect in which the peripheral field has contracted to such an extent that the widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- (b) The majority of direct labor hours provided in the production of each RESPECT commodity and each RESPECT service contract were provided by employees who are blind.
- (c) There is a file for each individual who is blind which includes reports of pre-admission evaluation and annual re-evaluations of the individual's capability for normal competitive employment prepared by a person or persons qualified by training and experience.
- (d) There is an ongoing placement program that includes staff assigned evaluation duties and liaison responsibilities with appropriate community services, such as the State Division of Blind Services, and others. Those individuals whose most recent evaluation show them to be capable of normal competitive employment have been referred for employment service, and are listed with one or more of the services.
- (e) There is a file for each individual who is blind which includes a written report prepared by a licensed primary care provider, reflecting the nature of the handicap that causes such employee to qualify as blind; or a statement from one of the following state or federal agencies indicating that the individual has been determined, according to the criteria provided by section 413.033, Florida Statutes, as being blind and eligible for services by the agency:

Division of Vocational Rehabilitation, Department of Education, Social Security Administration

PLEASE CHECK STATEMENTS BELOW AS APPROPRIATE

- _____ Attached is a copy of my agency's U.S. Department of Labor Certificate Authorizing Special Minimum Wage Rates.

- _____ Attached is a written statement, on my agency letterhead and signed by my Agency Executive, stating that any future employees who will perform work to produce commodities and/or services for the RESPECT program will earn Florida minimum wage or above. (When your agency has, at any time during the fiscal year, paid employees who have worked on a RESPECT contract, you will be required to provide either a copy of your U.S. Department of Labor Special Minimum Wage Certificate or a written testament regarding the wages of the employees as part of the re-certification process. The testament must be less than one-year-old, signed by a certified public accountant and state that after reviewing your program's payroll records, employees who performed work to produce commodities and/or services for the RESPECT program earned Florida minimum wage or above.)

An Officer of the Board **AND** an Agency Executive must sign this form.

Signature-Officer of the Board

Signature-Agency Executive

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Form prepared by: _____
(Please print or type)

Phone number: _____ E-mail address: _____
(Please print or type) (Please print or type)

Accepted by: _____ Date: _____
(RESPECT of Florida, Executive Director)

Accepted by: _____ Date: _____
(FARF/RESPECT, President and CEO)

Accepted by: _____ Date: _____
(DMS Representative)

SAMPLE EMPLOYMENT CENTER CERTIFICATION CHECKLIST

In order to participate as a RESPECT of Florida Employment Center to provide commodities and/or services to state and local government through the provisions of Chapter 413, Florida Statutes, our governing body, the Florida Department of Management Services, must certify nonprofit agencies. This requires submission of the following items to our office, in accordance with Chapter 60E-1, Florida Administrative Code.

_____ Transmittal letter requesting certification as a participating nonprofit agency, **signed by an officer of the corporation**

_____ Copy of Articles of Incorporation **showing date of filing and signature of an appropriate State official**

_____ Copy of Bylaws **certified by an officer of the corporation**

_____ Copy of Registration as a Charitable Organization from the Florida Dept. of Agriculture & Consumer Services

_____ Copy of IRS Tax Exemption Determination letter – 501(c)(3)

_____ Copy of U.S. Department of Labor Special Minimum Wage Rates Certificate, if applicable

OR

If not applicable and your agency does not utilize a Special Minimum Wage Certificate;

Submit a written statement, on your agency letterhead and signed by your agency Executive, stating that any future employees who will perform work to produce commodities and/or services for the RESPECT program will earn Florida minimum wage or above. (When your agency has, at any time during the fiscal year, paid employees who have worked on a RESPECT contract, you will be required to provide either a copy of your U.S. Department of Labor Special Minimum Wage Certificate or a written testament regarding the wages of the employees as part of the re-certification process. The testament must be less than one-year-old, signed by a certified public accountant and state that after reviewing your program's payroll records, employees who performed work to produce commodities and/or services for the RESPECT program earned Florida minimum wage or above.)

_____ Completed and signed copy of the enclosed Certification Form

_____ Signed Department of Labor/OSHA attestation form and a copy of your agency's Health and Safety Policies and Procedures

_____ Employment Center Current Contact Information form

Enclosed are copies of Chapter 413.032-037, Florida Statutes, and Chapter 60E-1, Florida Administrative Code.

APPENDIX F: SAMPLE DOCUMENTATION OF HANDICAP FORM

Documentation of Handicap

For use when a primary care provider’s and/or psychiatrist’s assessment is required.

To Whom It May Concern:

In accordance with Chapter 60E-1 of the Florida Administrative Code, and regarding RESPECT of Florida assignments, individuals may be eligible for employment regardless of handicaps.

Some specific categories of severe handicaps as defined below include those handicapped by:

Handicap	Mild	Moderate	Severe
Spinal Cord Injury			
Deafness			
Blindness			
Muscular Dystrophy			
Multiple Sclerosis			
Developmental/Intellectual Disabilities or Neurological Disorders			
Severe Orthopedic Disabilities			
Multiple Disabilities			
Severe Personality or Behavioral Disorders, including Psychosis and Neurosis			
Severe Pulmonary Disease			
Severe Cardiac Disorders			
Other:			

Please indicate the level of handicap (i.e.: mild, moderate, and severe)

Individual’s Name

Date

I certify the information provided on this document is true.

Primary Care Provider’s Signature

Printed Name

Date

See attached for definitions

Handicap means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

(1) The phrase *physical or mental impairment* means:

(A) Any physiological disorder condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine;

(B) Any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(2) The phrase *physical or mental impairment* includes, but is not limited to, such contagious and noncontagious diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, drug addiction and alcoholism.

(3) The phrase *major life activities* mean functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

APPENDIX G: SAMPLE RESPECT REQUEST FOR ASSIGNMENT



Date:

Employment Center Name:

Address:

Contact Person:

Telephone:

E-mail Address:

-
1. What is the title of the commodity/service Assignment Agreement request?
 2. Provide a brief description of the commodity/service.
 3. How many individuals with severe handicaps will be employed in production of this commodity/service at a time?
 4. How many hours will be worked to provide production of the commodity/service (Direct Labor Hours)?
 5. Describe the skill requirements employees must have for this commodity/service.
 6. Describe the work duties (value added) to be performed by individuals with severe handicaps.
 7. What are the production/assembly/packing steps to produce this commodity/service?
 8. How vulnerable is this commodity/service to market changes (price increases/fluctuations, availability)?
 9. Do you have access to the needed resources to develop cost/pricing data? If no, please describe what level of assistance your Certified Employment Center requires?
 10. What assets will be required to implement the new commodity/service and what physical assets are available to help achieve this mission (facility, plan, equipment and location)?
 11. Describe the ease/difficulty in bringing this new commodity/service online and what is the estimated timeframe?

12. Describe all partner networks necessary to implement the new commodity/service.
13. Does the new commodity/service have statewide applicability and/or the potential for partnering with other Employment Centers?
14. Will employees be paid minimum wage?
15. Will employees perform work onsite or are there opportunities to work offsite?

APPENDIX H: SAMPLE COMMODITY ASSIGNMENT AGREEMENT

FLORIDA ASSOCIATION OF REHABILITATION FACILITIES, INC.

Employment Center, Inc.

Commodity Assignment Title

Assignment Agreement

THIS PRIMARY AGREEMENT is made and entered into as of the DATE, by and between Florida Association of Rehabilitation Facilities, Inc., d/b/a RESPECT of Florida (“RESPECT”), a Florida non-profit corporation having its offices at 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida, 32301 and Employment Center, Inc., a Florida non-profit corporation having its offices located at [address].

WHEREAS, RESPECT is the central nonprofit agency (“Central Nonprofit Agency”) of the State of Florida’s program for purchase from the blind or other severely handicapped (“Program”), pursuant to that certain contract by and between RESPECT and the State of Florida, Department of Management Services (“Department”), dated as of July 12, 2010, Contract No.: 914-000-10-R (“the DMS Contract”), is hereby extended through July 12, 2020 per Amendment No. 2 effective July 13, 2015. A portion of which is attached hereto as **Exhibit “A”** and all of which is incorporated herein and made part hereof by reference;

WHEREAS, the Program is conducted pursuant to the provisions of Sections 413.032 through 413.037 of the Florida Statutes, Chapter 60E-1 of the Florida Administrative Code, and any other applicable statutes, rules, regulations or law (collectively, “Program Law”), and in accordance with the DMS Contract;

WHEREAS, RESPECT evaluates the qualifications and capabilities of nonprofit agencies for the blind and other severely handicapped, and provides the Department with pertinent data concerning such nonprofit agencies status as qualified nonprofit agencies, their service capabilities and other information required by the Department;

WHEREAS, RESPECT facilitates the distribution of orders, among qualified nonprofit agencies for the blind and other severely handicapped (“Qualified Agencies”), from various procuring agencies of the State of Florida (“Procuring Agencies”), for commodities or services approved by the Department, and enters into contracts for the furnishing of commodities or services by such Qualified Agencies, all in accordance with Program Law and the DMS Contract; and

WHEREAS, Employment Center desires to participate as the Assignment Agreement who offers [Name of Commodity] (“Product”) for purchase by various Procuring Agencies in accordance with Program Law;

NOW, THEREFORE, for the mutual covenants and promises herein the parties hereto stipulate and agree as follows:

Article I

EMPLOYMENT’S CENTER ACKNOWLEDGEMENTS AND REPRESENTATIONS

Employment Center acknowledges that this Agreement is being entered into in consideration for RESPECT’s allocation to Employment Center of orders for the Product (“Product Orders”) from the Procuring Agencies pursuant to RESPECT’s authority as the Central Nonprofit Agency. The Employment Center acknowledges that RESPECT is the contractor of record with respect to Procuring Agencies and agrees to submit to RESPECT’s authority on matters related to the production of Product and fulfillment of Product Orders and to comply with RESPECT policies and procedures. Employment Center acknowledges and agrees that as the Central Nonprofit Agency, RESPECT retains its full authority to monitor Employment Center’s compliance with this Agreement and Program Law. Employment Center acknowledges that the DMS Contract specifies certain performance standards that may apply to the Employment Center’s provision of the Product. Employment Center acknowledges that the DMS Contract is available at the State of Florida’s website and that it has reviewed the DMS Contract.

Article II

COVENANTS, REPRESENTATIONS, WARRANTIES, ASSIGNMENT

2.1 Employment Center. Employment Center covenants and represents and warranties to RESPECT, as follows:

- a. Employment Center is qualified to participate in the Program and has submitted and has had approved its request for certification as a qualified participating Employment Center, all in accordance with Program Law and the DMS Contract.
- b. Employment Center has screened and trained its employees to ensure that they are qualified and competent to perform the work identified in the Product Order and in accordance with the specifications therein. Without limiting the generality of this requirement, Employment Center employees shall have all permits, licenses or other qualifications required by law to do the work specified in the Product Contract before performing work under the Product Contract.
- c. Employment Center has and will keep management controls and supervision in place to ensure that the Product to be provided pursuant to this agreement shall be provided in strict accordance with the requirements and specifications of Product Orders and Program Law.
- d. Employment Center shall submit upon request by RESPECT or the Department documents and information substantiating Employment Center’s continuing qualification to participate in the Program.

-
- e. Employment Center shall have the capacity to accept and transmit electronic mail.
 - f. Employment Center shall furnish the Product in strict accordance with the requirements and specifications of Product Orders and Program Law, including, but not limited to, the terms and conditions in Exhibit A. Employment Center shall manufacture the Product in strict compliance with all applicable specifications. Where no specifications exist, Employment Center shall produce Product of the highest quality and equal to similar items available on the commercial market. Employment Center shall inspect Product utilizing nationally recognized test methods and procedures for sampling and inspection. Employment Center shall immediately notify RESPECT of any significant changes in the raw materials utilized, the components purchased or the production of Product that would impact product quality. Employment Center shall seek broad competition in the purchase of raw materials used in the Product. Employment Center shall inform RESPECT and the Department before entering into multiyear contracts for raw materials or components used in the Product. In the production of Product, Employment Center shall make an appreciable contribution to the reforming of raw materials or the assembly of components or a combination thereof. Employment Center shall notify RESPECT of any significant changes in direct labor ratios or production steps, which could impact value-added. Employment Center shall provide Product at the prices approved by the Department. Employment Center shall notify RESPECT immediately of any significant change in the direct or indirect costs approved by the Department. Employment Center shall be responsible for paying and shall indemnify and hold RESPECT harmless from (1) any fines, penalties, damages or other amounts associated with any failure to perform the Product Contract in accordance with the performance standards therein and (2) any fines, penalties, damages or other amounts levied by any purchasing entity as a result of the manner in which Employment Center performs the Product Contract.
 - g. Employment Center shall complete and ship each Product Order within thirty (30) days after Employment Center's receipt of an order or provide written notification of inability to complete and ship an order within the timeframe. If Employment Center provides incorrect information resulting in incorrect billing on the part of RESPECT, then Employment Center shall be liable for any associated chargeback fee. Employment Center shall provide RESPECT with correct and complete invoices within two weeks of shipping Product to a Procuring Agency.
 - h. Employment Center shall notify RESPECT immediately of any circumstances Employment Center encounters in providing the Product which could jeopardize compliance with the specifications of any Product Order or Program Law or which could result in delayed shipment of Product to a Procuring Agency.
 - i. Employment Center shall maintain an ongoing placement program for competitive employment or a formal placement referral program as required by other applicable Program Law or provision of the DMS Contract.
 - j. Employment Center shall fully comply with all applicable Program Law.

-
- k. Employment Center shall fully comply with all applicable performance standards and criteria as specified by RESPECT, the Department, the DMS Contract (including without limitation applicable performance measures under Section 6.0 Scope of Work of the DMS Contract which is attached hereto as **Exhibit "A"**, or as specified in documents submitted by, on behalf of, or with respect to, Employment Center, or as otherwise provided under applicable Program Law. Employment Center shall substantiate such compliance to the satisfaction of RESPECT and the Department. Without limiting the foregoing, Employment Center shall fully comply with: (i) the performance standards specified on the Direct Labor Projection Form (or similar form), as approved by the Department, including without limitation the performance standards relating to direct labor hours by persons with handicaps ("Direct Labor Specifications"); and (ii) all pricing specifications submitted to the Procuring Agency ("Pricing Specifications").
 - l. Employment Center acknowledges and agrees to RESPECT's authority to audit Employment Center's books and records, and Employment Center agrees to fully cooperate with RESPECT to facilitate any such audit. Without limiting the foregoing, Employment Center acknowledges that the Direct Labor Specifications are reviewed in routine compliance audits performed by RESPECT, and that RESPECT has authority to audit the Pricing Specifications.
 - m. Employment Center is not on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or federal government.
 - n. Employment Center shall immediately notify RESPECT at the earlier of (a) when Employment Center learns of facts that may result in a claim against the Employment Center or RESPECT relating to performance under the Product Contract or (b) when Employment Center receives a notice of a claim of injury or service of process associated with or related to its performance under this Assignment Agreement. Employment Center shall be responsible for investigating, processing, and defending claims arising from the Product Contract and Employment Center shall defend and hold RESPECT harmless in accordance with Section 6.1. Employment Center shall cooperate in good faith with RESPECT to ensure that claims are investigated, processed and defended within a reasonable time.
 - o. Employment Center shall provide a current certificate of insurance showing compliance with the insurance provisions in Section 6.2 before beginning work under the Product Contract and thereafter within 72 hours of a request by RESPECT. Employment Center shall immediately stop work under the Product Contract upon request of RESPECT if RESPECT determines in its reasonable judgment that the Employment Center has not maintained the insurance required under Section 6.2 or if the Work center fails to provide a current certificate of insurance showing compliance with the insurance provisions in Section 6.2 as specified herein.
 - p. Employment Center shall not implement any no compete clauses for employees with handicaps who provide direct labor in the production of RESPECT of Florida products or

services. Any exception will require approval from RESPECT of Florida and the Department of Management Services.

Article III

VIOLATIONS

RESPECT shall have the right to investigate any alleged violations or breaches of Program Law or the DMS Contract. RESPECT will notify Employment Center of the alleged violations and afford it an opportunity to submit its findings to RESPECT. RESPECT will report its findings to the Department, together with its recommendations. The Department shall determine whether allocations to Employment Center should be suspended. Employment Center shall remain liable for all allocations of Product Orders made to it prior to a suspension.

Article IV

PAYMENT

- 4.1 **Billing; Collections.** Employment Center will invoice RESPECT for Product Orders. After RESPECT's receipt of Employment Center's invoice, RESPECT will invoice the Procuring Agency. RESPECT will receive all payments from the Procuring Agency for Product Orders ("Procuring Agency Payments").
- 4.2 **Payment Processing.** After RESPECT's receipt of a Procuring Agency Payment, RESPECT will pay Employment Center an amount equal to the Procuring Agency Payment minus six (6) percent of such Procuring Agency Payment, in accordance with the following payment schedule: (i) if the Procuring Agency Payment is by purchase order, RESPECT will issue payment to the Employment Center within fourteen (14) days after RESPECT's receipt of the Procuring Agency Payment; or (ii) if the Procuring Agency Payment is by procurement card or credit card, RESPECT will issue payment to the Employment Center within forty-five (45) days after RESPECT's receipt of the Procuring Agency Payment. RESPECT will deduct from its payments to Employment Center any applicable chargeback fees. Reference is made to the payment-processing schedule attached hereto as **Exhibit "B"**. This Agreement, including without limitation the payment terms hereunder, is subject to and in the event of any conflict shall be controlled by the DMS Contract and any amendments thereto.

Article V

TERMINATION

- 5.1 Either party may terminate this Agreement by giving a 30-day notice to the other party.
- 5.2 Except for a breach specified in Section 6.2.7, which may result in an immediate termination, in the event either party breaches this Agreement, the non-breaching party may give notice of such breach to the breaching party and if the breach is not cured within thirty (30) days of the breaching party's receipt of such notice, the non-breaching party may terminate this Agreement by giving notice to the breaching party of the effective date of the

termination.

- 5.3 RESPECT may terminate this Agreement, effective at any time by giving notice to Employment Center, if (i) RESPECT is directed by the Department to terminate this Agreement or (ii) the DMS Contract is terminated.
- 5.4 Any termination of this Agreement shall not release Employment Center from its obligation to fulfill Product Orders until the effective date of termination.

Article VI

MISCELLANEOUS

- 6.1 Indemnification. Employment Center will hold RESPECT, the Department and each Procuring Agency harmless and will otherwise indemnify them from any and all liability, losses, or damages, that RESPECT, the Department or any Procuring Agency may suffer (i) as a result of any violation of state, federal or local law by Employment Center, (ii) related to the Product or any Product Order or contract concerning the Product or the DMS Contract, as a result of any action or inaction of Employment Center, or (iii) as a result of any claims, demands, costs, or judgments, related to product liability or arising out of the misfeasance, malfeasance or negligence of Employment Center, that could result in liability, compensation reduction or other damages to RESPECT, the Department or any Procuring Agency; provided, however, that Employment Center shall not indemnify for that portion of any liability, loss or damages proximately caused by the misfeasance, malfeasance or negligence of RESPECT, the Department or any Procuring Agency. In the event that it becomes necessary for RESPECT, the Department or any Procuring Agency to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorneys' fees, investigative fees, collection fees or court costs, in connection with any claim or demand for which indemnification is provided by this provision, Employment Center agrees to pay such reasonable costs and expenses for which expenditure is made or liability incurred. Without limiting the foregoing, Employment Center will indemnify RESPECT for any compensation reduction incurred or for any fine, liquidated damages or penalty incurred by RESPECT under the DMS Contract or any Product Order or contract concerning the Product to the extent RESPECT determines such compensation reduction, fine, liquidated damages or penalty is related to any action or inaction of Employment Center (including without limitation Employment Center's failure to meet applicable performance standards, requirements or specifications). RESPECT will hold Employment Center harmless and will otherwise indemnify it from any and all liability, losses or damages, that Employment Center may suffer (i) as a result of any violation of state, federal or local law by RESPECT, or (ii) as a result of any claims, demands, costs, or judgments, arising out of the misfeasance, malfeasance or negligence of RESPECT, that could result in liability or other damages to Employment Center; provided, however, that RESPECT shall not indemnify for that portion of any liability, loss or damages related to product liability or proximately caused by the misfeasance, malfeasance or negligence of Employment Center. In the event that it becomes necessary for Employment Center to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorneys' fees, investigative fees, collection fees or

court costs, in connection with any claim or demand for which indemnification is provided by this provision, RESPECT agrees to pay such reasonable costs and expenses for which expenditure is made or liability incurred.

Notwithstanding any provision to the contrary herein, these indemnification provisions shall survive the termination of this Agreement.

6.2 Insurance. Employment Center shall obtain and maintain insurance policies in accordance with the following provisions:

6.2.1 Employment Center shall maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000. Such insurance shall include coverage for Products Liability claims in a minimum amount of \$1,000,000 and Sexual Harassment (Abuse and Molestation) in a minimum amount of \$500,000 and RESPECT shall be an additional insured on the policy(ies). The policy(ies) and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Employment Center and a copy thereof shall be delivered to RESPECT before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

6.2.2 Employment Center shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of (a) workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance of \$500,000/\$500,000/\$500,000, (b) Directors and Officers Liability/Employee Professional Liability, Employment Practices and Professional Liability coverage in the amount of at least \$1,000,000 and (c) employee dishonesty in an amount equal to at least \$50,000. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

6.2.3 The insurance coverage specified in sections 6.2.1 and 6.2.2 shall be minimum coverage. In addition, Employment Center shall obtain and maintain (a) any other type of insurance policy specified in the Procuring Agency's agreement or purchase order in the amounts specified therein or (b) the types of policies specified in sections 6.2.1 and 6.2.2 at higher limits if higher limits are specified in the Procuring Agency's agreement or purchase order. Any such insurance shall remain in full force and effect during the term of this agreement and any extensions thereof. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days

prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

6.2.4 Due to the nature of the work to be performed by the Employment Center under the Product Contract, in addition to the insurance coverage specified in Sections 6.2.1, 6.2.2 and 6.2.3, Employment Center shall maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of the following additional insurance coverage with RESPECT as an additional insured: Description: _____

or: Not Applicable (RESPECT Initials _____, Employment Center Initials _____)

6.2.5 Employment Center shall notify RESPECT in writing within 48 hours of receipt of any notification of any cancellation, non-renewal, reduction in policy limits, or other adverse change in coverage from any insurance carrier, broker or agent associated with any of the insurance coverage specified in this agreement.

6.2.6 All of the insurance policies specified in this section shall be with an Insurance company rated "B+" or better by A.M. Best and Company; or "BBB" or better by Standard & Poors; or "Baa" or better by Moody's; or "BBB" or better by Fitch Ratings and be licensed to do business in the State of Florida. Insurance companies not rated by one of the above do not meet the requirements of this Assignment Agreement, except in the case of trusts. Trusts must also be licensed to do business in the State of Florida and be in good standing with the Office of Insurance Regulation.

6.2.6 Notwithstanding Section 5.2 of this Assignment Agreement, failure of Employment Center to maintain insurance coverage as provided in this agreement shall be deemed a material breach of this Assignment Agreement and shall be grounds for RESPECT to immediately terminate the Assignment Agreement. The notice and opportunity cure provisions in Section 5.2 shall not apply to a breach for failure to maintain insurance coverage.

6.3 Modification. There may be no modification of this Agreement except in writing and enacted with the same formality of this Agreement.

6.4 Waiver. The waiving of any one or more of the covenants herein contained must be in a writing signed by the waiving party and shall be limited to the particular instance and shall not be deemed a waiver of any other breaches of covenants.

6.5 Legal Fees. In the event of any litigation arising out of any terms or covenants hereunder, the prevailing party shall be entitled to recover a reasonable legal fee, cost of suit, and court costs.

6.6 Authority. Each party represents to the other that they have good, right, and lawful authority to execute this Agreement.

6.7 Offset. RESPECT may apply any payments due Employment Center any liability or other

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- obligation of Employment Center to RESPECT under this Agreement.
- 6.8 Independent Contractor Contract. Employment Center will act as an independent contractor, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Employment Center's employees, agents or affiliates are the responsibility of Employment Center. RESPECT shall have no liability of any kind for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to Employment Center's employees, agents or affiliates.
- 6.9 Notices. All notices given under this Agreement must be given in writing by personal delivery or certified mail with return receipt requested, to the party's address set forth above (or to such other address as such party may have provided to the notifying party in writing pursuant to the requirements of this Section prior to the giving of such notice). All notices sent by personal delivery are considered received upon actual delivery to the party to be notified, all notices sent by certified mail with return receipt requested are considered received upon the earlier of actual delivery to the party to be notified or four (4) days after deposit of such notice, postage prepaid, into the U.S. Mail. Any time periods under this Agreement which run after notice will begin to run upon receipt of such notice to the receiving party.
- 6.10 Non-Compete. The Employment Center agrees to comply with the RESPECT Policies and Procedures, which are incorporated herein by reference.
- 6.11 Continuation. The existing Assignment Agreement will be subject to continuation based on the determination from the Department of Management Services, to renew the primary State Term Contract between RESPECT of Florida and the State of Florida.
- 6.11 Florida Public Records Laws. Certified Employment Centers providing services and acting on behalf of any public agency as provided under section 119.011(2), Florida Statutes, are to comply with current Florida law regarding public records requests including:
- a. Keep and maintain public records that ordinarily and necessarily would be required to perform the service.
 - b. Provide the public with access to public records on the same terms and conditions that the Department of Management Services would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided in a format that is compatible with the information technology systems of the Department of Management Services.

The State may unilaterally cancel contracts for refusal by the Service Provider to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. [119.07](#)(1).

A copy of the RESPECT of Florida public records policy is available upon request.

- 6.12 Employment Verification. (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S during the Contract term.



IN WITNESS WHEREOF, executed in duplicate original, the parties hereto have hereunder set their hands and seals as of the date and year first above written.

Florida Association of Rehabilitation Facilities, Inc. d/b/a RESPECT of Florida

By: _____
Florida ARF President/CEO

Date: _____
Date of Signature

Contract Assignee: Name of Employment Center / Contract Assignee

By signing below, you accept the terms and conditions of this contract and represent that you have the necessary authority to sign on behalf of your company.

By: _____
Authorized Signature

Name: _____
Please type or print

Title: _____
Please type or print

Date: _____
Date of Signature

A complete copy of the DMS (CNA) Contract No.: 914-000-10-R (RFP No.: 05-914-000-N) can be found at:

CNA Contract - Effective 2015

Exhibits referenced in the sample COMMODITY ASSIGNMENT AGREEMENT:

1. Exhibit A – This document may be found in APPENDIX D: RESPECT CONTRACT AND AMMENDMENT.
2. Exhibit B – Is the payment schedule that lays out certain timeframes for invoices and payments.

EXHIBIT B: PAYMENT SCHEDULE

ORDER PROCESSING

PURCHASE ORDER

CREDIT CARD

*Employment Center performs service
(standard cycle time, i.e. every 30 days)
Employment Center then invoices RESPECT*

2-14 days

2-14 days

RESPECT invoices customer

1-3 days

Card is charged same day

Customer pays invoice

40 days allowed by law

2 days after card is charged

Upon receipt of payment from customer, RESPECT issues payment to Employment Center

7-10 days

44 days

Total Days from invoice to receipt of payment

50 to 67 days

49-61 days

APPENDIX I: SAMPLE SERVICE ASSIGNMENT AGREEMENT

FLORIDA ASSOCIATION OF REHABILITATION FACILITIES, INC.

Procuring Agency's Name

Service Contract

Document No.:

Service Contract Assignment Agreement

THIS AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 201___, by and between Florida Association of Rehabilitation Facilities, Inc., d/b/a RESPECT of Florida ("RESPECT"), a Florida non-profit corporation having its offices at 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida, and **[insert Employment Center Name]** ("Employment Center"), a **[insert state of incorporation]** non-profit corporation having its offices in **[insert full address]**.

Recitals

WHEREAS, RESPECT is the central nonprofit agency ("Central Nonprofit Agency") of the State of Florida's program for purchases from the blind or other severely handicapped ("Program"), pursuant to that certain contract by and between RESPECT and the State of Florida, Department of Management Services ("Department"), dated as of July 12, 2010, Contract No.: 914-000-10-R ("DMS Contract"), is hereby extended through July 12, 2020 per Amendment No. 2 effective July 13, 2015, a portion of which is attached hereto as **Exhibit "A"** and all of which is incorporated herein and made part hereof by reference;

WHEREAS, the Program is conducted pursuant to the provisions of Sections 413.032 through 413.037 of the Florida Statutes, Chapter 60E-1 of the Florida Administrative Code, and any other applicable statutes, rules, regulations or law (collectively, "Program Laws"), and in accordance with the DMS Contract;

WHEREAS, RESPECT evaluates the qualifications and capabilities of nonprofit agencies for the blind and other severely handicapped, and provides the Department with pertinent data concerning such nonprofit agencies' status as qualified nonprofit agencies, their service capabilities and other information required by the Department;

WHEREAS, RESPECT facilitates the distribution of orders, among qualified nonprofit agencies for the blind and other severely handicapped ("Qualified Agencies"), from various procuring agencies of the State of Florida, for commodities or services approved by the Department, and enters into contracts for the furnishing of commodities or services by such Qualified Agencies, all in accordance with Program Laws and the DMS Contract; and

WHEREAS, Employment Center desires to participate in the Program by providing **[insert type of service (janitorial, grounds, etc.)]** ("Services") for **[insert Procuring Agency's Name]** ("Procuring Agency") at the identified sites, under the terms and conditions of the contract attached hereto as **Exhibit "B"** and incorporated herein and made a part hereof by reference ("Service Contract").

NOW, THEREFORE, for the mutual covenants and promises herein the parties hereto stipulate and agree as follows:

Article I

EMPLOYMENT CENTER'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

- Employment Center acknowledges that this Agreement is being entered into because RESPECT has allocated the Service Contract from the Procuring Agency to Employment Center pursuant to RESPECT's authority as the central nonprofit agency within the meaning of Program Laws.
- Employment Center acknowledges that the goals of the Program Laws are to encourage Procuring Agencies to purchase goods and services from nonprofit agencies that employ persons with disabilities and to create opportunities for persons with disabilities to be meaningfully employed in ways that make productive use of their abilities.
- Employment Center acknowledges that the Program Laws governing the RESPECT program allow qualified and participating nonprofit agencies to charge a price for services that recovers the cost of raw materials, labor, overhead and delivery, but without a profit.
- Employment Center acknowledges that RESPECT is the contractor of record with the Procuring Agency and agrees to submit to RESPECT's authority on matters related to the Service Contract.
- Employment Center acknowledges that it has reviewed and is familiar with RESPECT's program policies and procedures and agrees to comply with them as they now exist or are modified during the term of this Agreement.
- Employment Center agrees that it will not negotiate or contract directly with the Procuring Agency and shall not modify the terms and conditions contained in the Service Contract without the express written consent of RESPECT.
- Employment Center acknowledges and agrees that as the central nonprofit agency under Program Laws, RESPECT retains its full authority to monitor Employment Center's compliance with the terms and conditions of the Service Contract, this Agreement and Program Laws.
- Employment Center acknowledges that the Service Contract and the DMS Contract specifies certain performance standards that may apply to the Employment Center's provision of the Services.

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- Employment Center acknowledges that it has reviewed the Service Contract, understands its terms and agrees to perform the duties and obligations specified in the Service Contract.
 - Employment Center acknowledges that the DMS Contract is available at the State of Florida's website and that it has reviewed the DMS Contract.

Article II

COVENANTS, REPRESENTATIONS, WARRANTIES, ASSIGNMENT

- 2.1 Employment Center. As of the effective date of this Agreement and during its entire term, Employment Center covenants and represents and warranties to RESPECT, as follows:
- (a) Employment Center is qualified to participate in the Program and has submitted and has had approved its request for certification as a qualified participating Employment Center, all in accordance with Program Laws and the DMS Contract.
 - (b) Employment Center is a nonprofit agency that is qualified to do business in Florida and is a nonprofit, tax exempt organization for purposes of the Internal Revenue Code and federal and state income taxes. Employment Center shall notify RESPECT within 30 days if it changes its corporate form, reorganizes, merges into another organization or becomes subject to the legal control of another entity during the term of this Agreement.
 - (c) Employment Center has screened and trained its employees to ensure that they are qualified and competent to perform the work identified in the Service Contract and in accordance with the specifications therein. Without limiting the generality of this requirement, Employment Center employees shall have all permits, licenses or other qualifications required by law to do the work specified in the Service Contract before performing work under the Service Contract.
 - (d) Employment Center has and will keep management controls and supervision in place to ensure that the Services to be provided pursuant to this Agreement shall be provided in strict accordance with the requirements and specifications of Service Contract and Program Laws.
 - (e) Employment Center shall maintain its accounting and business records in sufficient detail to demonstrate that it meets the employment requirements in the Program Laws, that the prices that it charges for services are cost-based and do not generate a profit, is otherwise in compliance with the Program Laws and that it has fully performed its obligations under the Services Contract. Employment Center shall submit upon RESPECT or the Department's request documents and information substantiating Employment Center's continuing qualification to participate in the Program and compliance with the terms of the Services Contract.

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- (f) Employment Center shall have the capacity to accept and transmit electronic mail.
 - (g) Employment Center shall supply the Services in strict accordance with the requirements and specifications of the Service Contract and hereby accepts full assignment of and agrees to perform all of the duties and obligations of RESPECT under the Service Contract. Employment Center shall be responsible for paying and shall indemnify and hold RESPECT from (1) any fines, penalties, damages or other amounts associated with any failure to perform the Service Contract in accordance with the performance standards therein and (2) any fines, penalties, damages or other amounts levied by any governmental or commercial entity as a result of the manner in which Employment Center performs the Service Contract.
 - (h) Employment Center shall notify RESPECT immediately of any circumstances Employment Center encounters in providing the Services which could jeopardize the Employment Center's ability to comply with or satisfy the specifications of the Service Contract included as Exhibit B or which could result in delayed services.

If the Employment Center neglects or refuses to perform its obligations under the terms of the Service Contract, RESPECT shall notify the Employment Center in writing (certified letter or email), of the performance deficiency and allow the Employment Center a period of twenty-four (24) hours from the time of notice in which to correct the identified deficiency. If the deficiency cannot be resolved within the twenty-four (24) hour timeframe, the Employment Center will provide a detailed plan of resolution stating the anticipated date of expedient resolution within 48 hours of initial notification.

If Employment Center fails or refuses to satisfactorily resolve the performance deficiency within the allotted twenty-four (24) hour grace period and does not provide a detailed resolution plan within 48 hours or fails to follow the resolution plan, RESPECT may in its sole discretion have the deficiency corrected by a third party Vendor, and the costs RESPECT incurs to cure the deficiency shall be deducted from future payments to the Employment Center by RESPECT.

- (i) Employment Center shall provide a current certificate of insurance showing compliance with the insurance provisions in Section 6.2 before beginning work under the Service Contract and thereafter within 72 hours of a request by RESPECT. Employment Center shall immediately stop work under the Service Contract upon request of RESPECT if RESPECT determines in its reasonable judgment that the Employment Center has not maintained the insurance required under Section 6.2 or if the Employment Center fails to provide a current certificate of insurance showing compliance with the insurance provisions in Section 6.2 as specified herein.
- (j) Employment Center shall maintain an ongoing placement program for competitive employment as required by Rule 60E-1.004 of the Florida Administrative Code and DMS Contract, or as required by other applicable Program Laws or provision of the DMS

Contract.

- (k) Employment Center shall fully comply with all applicable Program Laws as they now exist or may be modified from time-to-time during the term of this Agreement.
- (l) Employment Center shall fully comply with all applicable performance standards and criteria as specified by RESPECT, the Department, the DMS Contract (including without limitation applicable performance measures under Section 6.0 Scope of Work of the DMS Contract which is attached hereto as **Exhibit "A,"** or as specified in documents submitted by, on behalf of, or with respect to, Employment Center, or as otherwise provided under applicable Program Laws. Employment Center shall substantiate such compliance to the satisfaction of RESPECT and the Department. Without limiting the foregoing, Employment Center shall fully comply with:
 - (1) the performance standards specified on the Direct Labor Projection Form (or similar form), as approved by the Department, including without limitation the performance standards relating to direct labor hours by persons with disabilities ("Direct Labor Specifications"); and
 - (2) all pricing specifications submitted to the Procuring Agency, including without limitation wage rates, equipment, chemicals, supplies and other specifications referenced on the Service Contracting Pricing Form (or similar form) submitted to the Procuring Agency ("Pricing Specifications").
- (m) Employment Center acknowledges and agrees that RESPECT may in its sole discretion elect to conduct a financial and operational compliance audit (Program Review). Employment Center agrees to fully cooperate with RESPECT to facilitate any such audit/Program Review. Without limiting the foregoing, Employment Center acknowledges that RESPECT has the right to monitor the Employment Center's compliance with the Direct Labor Specifications and that RESPECT has authority to audit/Program Review the manner in which the Employment Center has prepared its pricing proposal and the Employment Center's compliance with and performance relative to the Pricing Specifications. Employment Center agrees and acknowledges that RESPECT may reduce the price charged under the Services Contract if it determines that the price being charged by the Employment Center results in a profit to the Employment Center or the Employment Center otherwise has not complied with the Pricing Specifications.
- (n) Employment Center is not on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or federal government.
- (o) Employment Center shall immediately notify RESPECT at the earlier of (a) when Employment Center learns of facts that may result in a claim against the Employment Center or RESPECT relating to performance under the Service Contract or (b) when Employment Center receives a notice of a claim of injury or service of process

associated with or related to its performance under this Assignment Agreement. Employment Center shall be responsible for investigating, processing, and defending claims arising from the Service Contract and Employment Center shall defend and hold RESPECT harmless in accordance with Section 6.1. Employment Center shall cooperate in good faith with RESPECT to ensure that claims are investigated, processed and defended within a reasonable time.

- (p) Employment Center shall not implement any no compete clauses for employees with disabilities who provide direct labor in the production of RESPECT of Florida products or services. Any exception will require approval from RESPECT of Florida and the Department of Management Services.
- (q) Employment Center shall maintain its financial condition and credit worthiness in a manner sufficient to perform its obligations under the Services Contract and the Program Laws and in accordance with the payment schedule set forth in this Agreement. Employment Center may not assign, factor, sell or grant a security interest in any accounts receivable or other amounts due to the Employment Center under this Agreement.
- (r) Employment Center may not schedule or hold any meetings or telephone calls with the Procuring Agency to discuss contract terms, pricing or disputes over performance without giving RESPECT's Service Contracts Director and/or Project Manager reasonable notice of the time and place of the meeting and a reasonable opportunity to participate in the meeting by telephone or in person. Employment Center shall copy the RESPECT Service Contracts Director and/or Project Manager on all written communications (including electronic mail) between the Employment Center and Procuring Agency regarding contract terms, pricing or disputes over performance.

The breach of any covenant, representation or warranty in this Section 2.1 by the Employment Center during the term of this Agreement shall be grounds for termination as specified in Article V, below.

2.2 RESPECT. RESPECT hereby assigns to Employment Center all of RESPECT's duties and obligations under "**Exhibit B**," the Service Contract.

Article III

VIOLATIONS

RESPECT shall have the right to investigate any alleged violations or breaches of Program Laws or the DMS Contract. RESPECT will notify Employment Center of the alleged violations and afford it an opportunity to submit its findings to RESPECT. RESPECT will report its findings to the Department, together with its recommendations. The Department shall determine whether allocations to Employment Center should be suspended and/or terminated. Employment Center shall remain liable for all assignments of service contracts made to it prior to a suspension and/or termination.

Article IV

PAYMENT

- 4.1 Billing; Collections. Employment Center will invoice RESPECT for the Services. After RESPECT's receipt of Employment Center's invoice, RESPECT will invoice the Procuring Agency for the Services. RESPECT will receive all payments from the Procuring Agency for the Services ("Procuring Agency Payments").
- 4.2 Payment Processing. After RESPECT's receipt of a Procuring Agency Payment, RESPECT will pay Employment Center an amount equal to the Procuring Agency Payment minus six (6) percent of such Procuring Agency Payment, in accordance with the following payment schedule:
- (i) if the Procuring Agency Payment is by purchase order, RESPECT will issue payment to the Employment Center within fourteen (14) days after RESPECT's receipt of the Procuring Agency Payment; or
 - (ii) if the Procuring Agency Payment is by procurement card or credit card, RESPECT will issue payment to the Employment Center within forty-five (45) days after RESPECT's receipt of the Procuring Agency Payment.

Reference is made to the payment processing schedule attached hereto as Exhibit "C". This Agreement, including without limitation the payment terms hereunder, is subject to and in the event of any conflict shall be controlled by the DMS Contract and any amendments thereto.

Article V

TERMINATION

- 5.1 Either party may terminate this Agreement by giving at least 90-day notice to the other party in writing by certified or registered mail, return receipt requested.
- 5.2 Except for a breach specified in this Assignment Agreement under Section 6.2.7, which may result in an immediate termination, in the event either party breaches this Agreement, the non-breaching party may give notice of such breach to the breaching party and if the breach is not cured within thirty (30) days of the breaching party's receipt of such notice, the non-breaching party may terminate this Agreement by giving notice to the breaching party of the effective date of the termination.
- 5.3 RESPECT may terminate this Agreement, effective at any time by giving notice to Employment Center, if (i) RESPECT is directed by the Department to terminate this Agreement, (ii) the Service Contract is terminated, or (iii) the DMS Contract is terminated.
- 5.4 Any termination of this Agreement shall not release Employment Center from fulfilling its duties relevant to the Services and its other obligations under this Agreement until the

effective date of termination. Notwithstanding any other provision herein, any termination of this Agreement shall not release Employment Center or RESPECT from their respective rights and obligations pursuant to Section 6.1 of this Agreement.

Article VI

MISCELLANEOUS

- 6.1 Indemnification. Employment Center will hold RESPECT and the Department harmless and will otherwise indemnify them from any and all liability, losses, or damages, that RESPECT or the Department may suffer (i) as a result of any violation of state, federal or local law by Employment Center, (ii) under the Service Contract or the DMS Contract, that is related to any action or inaction of Employment Center, or (iii) as a result of any claims, demands, costs, or judgments, arising out of the misfeasance, malfeasance or negligence of Employment Center, that could result in liability, compensation reduction or other damages to RESPECT or the Department; provided, however, that Employment Center shall not indemnify for that portion of any liability, loss or damages proximately caused by the misfeasance, malfeasance or negligence of RESPECT or the Department. In the event that it becomes necessary for RESPECT or the Department to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorneys' fees, investigative fees, collection fees or court costs, in connection with any claim or demand for which indemnification is provided by this provision, Employment Center agrees to pay such reasonable costs and expenses for which expenditure is made or liability incurred. Without limiting the foregoing, Employment Center will hold RESPECT harmless from and will otherwise indemnify RESPECT for (i) any compensation reduction incurred by RESPECT or for any fine, liquidated damages or penalty incurred by RESPECT under the DMS Contract or the Service Contract to the extent RESPECT determines such compensation reduction, fine, liquidated damages or penalty is related to any action or inaction of Employment Center (including without limitation Employment Center's failure to meet applicable performance standards, requirements or specifications); and (ii) any and all costs, charges, liability, losses or damages incurred by RESPECT because of or related to Employment Center's termination of this Agreement (pursuant to Section 5.1 of this Agreement or otherwise), including without limitation costs and charges relating to the Procuring Agency's use of another subcontractor to complete performance of the Service Contract.

RESPECT will hold Employment Center harmless and will otherwise indemnify it from any and all liability, losses or damages, that Employment Center may suffer (i) as a result of any violation of state, federal or local law by RESPECT, or (ii) as a result of any claims, demands, costs, or judgments, arising out of the misfeasance, malfeasance or negligence of RESPECT, that could result in liability or other damages to Employment Center; provided, however, that RESPECT shall not indemnify for that portion of any liability, loss or damages proximately caused by the misfeasance, malfeasance or negligence of Employment Center. In the event that it becomes necessary for Employment Center to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorneys' fees, investigative fees, collection fees or court costs, in connection with any claim or demand for which indemnification is provided by this provision, RESPECT agrees to pay such

reasonable costs and expenses for which expenditure is made or liability incurred.

This Section 6.1 shall survive the termination of this Agreement.

6.2 Insurance. Employment Center shall obtain and maintain insurance policies in accordance with the following provisions:

6.2.1 Employment Center shall maintain, in full force and effect during the term of this Agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000. Such insurance shall include coverage for Sexual Harassment (Abuse and Molestation) in a minimum amount of \$500,000 and **RESPECT and the Procuring Agency shall be named as an additional insured on the policy(ies)**. The policy(ies) and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Employment Center and a copy thereof shall be delivered to RESPECT before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

6.2.2 Employment Center shall also maintain, keep in full force and effect during the term of this Agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of (a) workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$500,000/\$500,000/\$500,000, (b) Directors and Officers Liability/Employee Professional Liability, Employment Practices and Professional Liability coverage in the amount of at least \$1,000,000 and (c) employee dishonesty in an amount equal to at least \$50,000. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

6.2.3 The insurance coverage specified in sections 6.2.1 and 6.2.2 shall be minimum coverage. In addition, Employment Center shall obtain and maintain (a) any other type of insurance policy specified in the Procuring Agency's agreement or purchase order in the amounts specified therein or (b) the types of policies specified in sections 6.2.1 and 6.2.2 at higher limits if higher limits are specified in the Procuring Agency's agreement or purchase order. Any such insurance shall remain in full force and effect during the term of this agreement and any extensions thereof. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice (10 days for non-payment) to RESPECT, which notice shall be given by U.S. Certified Mail with return

receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

- 6.2.4 If required by the Procuring Agency's contract or due to the nature of the work to be performed by the Employment Center under the Service Contract, in addition to the insurance coverage specified in Sections 6.2.1, 6.2.2 and 6.2.3, Employment Center shall maintain, keep in full force and effect during the term of this Agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of the following additional insurance coverage with RESPECT as an additional insured:
Description (If Applicable):
-
- 6.2.5 Employment Center shall notify RESPECT in writing within 48 hours of receipt of any notification of any cancellation, non-renewal, reduction in policy limits, or other adverse change in coverage from any insurance carrier, broker or agent associated with any of the insurance coverage specified in this Agreement.
- 6.2.6 All of the insurance policies specified in this section shall be with an Insurance company rated "B+" or better by A.M. Best and Company; or "BBB" or better by Standard & Poors; or "Baa" or better by Moody's; or "BBB" or better by Fitch Ratings and be licensed to do business in the State of Florida. Insurance companies not rated by one of the above do not meet the requirements of this Agreement, except in the case of trusts. Trusts must also be licensed to do business in the State of Florida and be in good standing with the Office of Insurance Regulation.
- 6.2.7 Notwithstanding Section 5.2 of this Agreement, failure of Employment Center to maintain insurance coverage as provided in this agreement shall be deemed a material breach of this Agreement and shall be grounds for RESPECT to immediately terminate the Agreement. The notice and opportunity cure provisions in Section 5.2 shall not apply to a breach for failure to maintain insurance coverage.
- 6.3 Modification. There may be no modification of this Agreement except in writing and enacted with the same formality of this Agreement.
- 6.4 Waiver. The waiving of any one or more of the covenants herein contained must be in a writing signed by the waiving party and shall be limited to the particular instance and shall not be deemed a waiver of any other breaches of covenants.
- 6.5 Legal Fees. In the event of any litigation arising out of any terms or covenants hereunder, the prevailing party shall be entitled to recover a reasonable legal fee, cost of suit, and court costs.
- 6.6 Authority. Each party represents to the other that they have good, right, and lawful authority to execute this Agreement.
- 6.7 Offset. RESPECT may set off any liability or other obligation of Employment Center to RESPECT against any payments due Employment Center under this Agreement.
- 6.8 Independent Contractor Contract. Employment Center will act as an independent contractor, and no agency, partnership, joint venture, or employee-employer relationship is

intended or created by this Agreement. Employment Center's employees, agents or affiliates are the responsibility of Employment Center. RESPECT shall have no liability of any kind for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to Employment Center's employees, agents or affiliates.

- 6.9 Notices. All notices given under this Agreement must be given in writing by personal delivery or certified mail with return receipt requested, to the party's address set forth above (or to such other address as such party may have provided to the notifying party in writing pursuant to the requirements of this Section prior to the giving of such notice). All notices sent by personal delivery are considered received upon actual delivery to the party to be notified, all notices sent by certified mail with return receipt requested are considered received upon the earlier of actual delivery to the party to be notified or four (4) days after deposit of such notice, postage prepaid, into the U.S. Mail. Any time periods under this Agreement which run after notice will begin to run upon receipt of such notice to the receiving party.
- 6.10 Policies and Procedures. The Employment Center agrees to comply with all RESPECT Policies and Procedures, which are incorporated in the Assignment Agreement by reference including a provision for annual Program Reviews.
Non-Compete. Protocol for RESPECT Employment Centers and Competitive Bids. Employment Centers that have submitted price proposals for a service contract through RESPECT for procurement through the provisions of s. 413.036, F.S. relinquish the option, for a period of one year, to competitively bid on the same contract should the contract subsequently become available to the general public through the competitive bid process unless the Employment Center offers a comparable bid for a comparable scope of work. In the event the Employment Center does not adhere to this policy, the Employment Center will not be afforded the benefit of later securing the subject contract through the provisions of 413.036, F.S. and will also be subject to re-evaluation of eligibility for allocations.
- 6.11 Florida Public Records Laws. Certified Employment Centers providing services and acting on behalf of any public agency as provided under section 119.011(2), Florida Statutes, are to comply with current Florida law regarding public records requests including:
- e. Keep and maintain public records that ordinarily and necessarily would be required to perform the service.
 - f. Provide the public with access to public records on the same terms and conditions that the Department of Management Services would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - g. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - h. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided in a format that is compatible with the information technology systems of the Department of Management Services.

The State may unilaterally cancel contracts for refusal by the Service Provider to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the Florida Constitution and s. 119.07(1), Florida Statutes.

A copy of the RESPECT public records policy is available upon request.

- 6.12 Employment Verification. (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S during the Contract term.
- 6.13 This Agreement involves the provision of personal services. Employment Center may not assign this Agreement to a third party without the consent of RESPECT, which may grant or withhold its consent in its sole discretion.

IN WITNESS, WHEREOF, executed in duplicate original, the parties hereto have hereunder set their hands and seals as of the date and year first above written.

Florida Association of Rehabilitation Facilities, Inc. d/b/a RESPECT of Florida

By: _____
Florida ARF President/CEO

Date: _____
Date of Signature

Employment Center: Name of Employment Center / Employment Center

By signing below, you accept the terms and conditions of this contract and represent that you have the necessary authority to sign on behalf of your company.

.By: _____
Authorized Signature

Name: _____
Please type or print

Title: _____
Please type or print

Date: _____
Date of Signature

A complete copy of the DMS (CNA) Contract No.: 914-000-10-R (RFP No.: 05-914-000-N) can be found at:

www.RESPECTofflorida.org

Exhibits referenced in the sample SERVICE ASSIGNMENT AGREEMENT:

Exhibit A – This document may be found in APPENDIX D: RESPECT CONTRACT AND AMMENDMENT.

Exhibit B – This is the Scope of Work of the contract being assigned.

Exhibit C – Is the payment schedule that lays out certain timeframes for invoices and payments

EXHIBIT C: PAYMENT SCHEDULE

ORDER PROCESSING

PURCHASE ORDER

CREDIT CARD

*Employment Center performs service
(standard cycle time, i.e. every 30 days)
Employment Center then invoices RESPECT*

2-14 days

2-14 days

RESPECT invoices customer

1-3 days

Card is charged same day

Customer pays invoice

40 days allowed by law

2 days after card is charged

Upon receipt of payment from customer, RESPECT issues payment to Employment Center

7-10 days

44 days

Total Days from invoice to receipt of payment

50 to 67 days

49-61 days

APPENDIX J: SAMPLE PROPOSAL FOR ASSIGNMENT

**RESPECT of Florida
Proposal for Assignment
For
Service or Commodity Requested Written Here**

Employment Center Name _____

Employment Center Mailing Address _____

City-State-Zip _____

Telephone Number _____

Email Address _____

TIMELINE
PFA YEAR 20XX-01

This is an opportunity that requires a fast response.
Deadlines could change to expedite the process or to be more inclusive.

EVENT	DUE DATE	LOCATION
PFA Advertised	March 2, 20XX	RESPECT Website: www.respectofflorida.org and/or email Notification
Notice of Intent Due	March 2, 20XX 2:30 PM EST	Submit to: RESPECT of Florida E-mail: proposal@respectofflorida.org
Mandatory Pre-Proposal Teleconference	TBD	Call In Number: 888-670-3525 Join In Code: 406-098-078-1
Questions DUE	TBD	Submit to: RESPECT of Florida E-mail: proposal@respectofflorida.org
Answers posted on RESPECT website	TBD	RESPECT Website: www.respectofflorida.org
PFA Due	TBD	Submit to: RESPECT of Florida E-mail: proposal@respectofflorida.org
Evaluations of PFAs	TBD	Conducted by RESPECT personnel
PFA Award	TBD	RESPECT Website: www.respectofflorida.org
Contract Commences	TBD	

AUTHORITY & INSTRUCTIONS TO EMPLOYMENT CENTERS

Pursuant to Section 413.035, Florida Statutes, Florida Association of Rehabilitation Facilities, Inc. d/b/a RESPECT of Florida (“RESPECT”) is the central nonprofit agency designated to facilitate the allocation of orders of commodities and services to qualified nonprofit agencies for the blind and other severely handicapped. RESPECT invites your nonprofit agency to submit a Proposal for Assignment (PFA) on the above referenced commodities or services. Proposals for Assignment will not be accepted unless all conditions have been met. All Proposals for Assignment must have an authorized signature. Proposals will only be accepted via email (proposal@respectofflorida.org) and shall be an attachment in PDF format. RESPECT is not responsible for lost or late delivery of Proposals due to technical issues. Proposals shall be held open for a period of sixty (60) days from the PFA due date or until, at a minimum, one of the proposals has been allocated or assigned by RESPECT, whichever is earlier.

PURPOSE

To ensure that all Employment Centers (EC’s) receive a fair and complete evaluation of Assignment Agreements for commodities or services. The RESPECT of Florida program requires that Employment Centers follow the instructions regarding response requirements of this PFA without deviation. PFA’s will not be issued for commodities and services developed by individual Employment Centers. This process is for commodities or services opportunities that avail themselves from outside the Employment Center community and/or are not geographically specific.

ELIGIBILITY

Only eligible RESPECT of Florida Employment Centers may participate in the PFA process.

PROCESS

The PFA process is demonstrated in the flow chart, as **Attachment I** of this document.

COMMUNICATIONS

All communications are restricted during the PFA process. Employment Centers have the opportunity to submit questions via email (proposal@respectofflorida.org) in accordance with the timeline dates. All Employment Centers’ questions will be answered during the “Answer” period and posted on the RESPECT website. Questions shall only be received via email.

ANTITRUST

All Employment Centers are required to comply with the *Florida ARF Board of Directors Antitrust Policy*. Employment Centers are forbidden from contacting other Employment

Centers for purposes of collusion or fraud.

PUBLIC RECORDS

Pursuant to Section 10.22 of the Central Nonprofit Agency Contract between RESPECT and the Florida Department of Management Services (DMS), any and all records produced or used regarding this PFA or responses thereto are subject to Chapter 119, Florida Statutes. Absent a valid exemption, RESPECT is obliged to allow public access to all documents, papers, letters, email and other materials subject to Chapter 119. RESPECT will allow public inspection and copying of all materials submitted in response to this PFA unless the proposer specifically identifies an applicable exemption to Chapter 119 and identifies with specificity the portions of the materials submitted that are exempt from public disclosure. Employment Centers shall identify any portion of its proposal that is exempt from public disclosure and the statutory basis for the exemption when the proposal is submitted.

NOTICE OF INTENT

Upon receipt of the PFA, Employment Centers having an interest in the proposed commodity or service, are required to complete **Attachment II** of this PFA and submit to RESPECT of Florida via email at proposal@respectofflorida.org, by the due date indicated in the timeline. RESPECT of Florida issues PFAs with the understanding that it may or may not lead to eventual procurement and assignment of commodities or services.

QUESTION & ANSWER PERIOD

The Question & Answer period for interested EC's begins immediately upon the PFA being advertised and will end on the date specified in the timeline included in this PFA. Questions are to be submitted via email to proposal@respectofflorida.org. RESPECT of Florida will post answers to the questions, on the RESPECT website as indicated in the timeline. All questions and answers will be visible to all interested EC's. Communications are restricted during the PFA process and any EC that contacts any RESPECT of Florida personnel in person, in writing, or by telephone (other than through the above email address) regarding this PFA may be eliminated from all further consideration.

ADDENDUM

If the RESPECT of Florida finds it necessary to supplement, modify or interpret any portion of the PFA during the proposal period, a written addendum will be posted on the RESPECT website, www.respectofflorida.org. It is the responsibility of the Employment Centers to be aware of any addendums that might have bearing on their proposal.

WITHDRAWAL

Employment Centers may withdraw their proposal from consideration at any time prior to the

DUE date, as indicated in the timeline. Withdrawal notifications must be submitted via email to, proposal@respectofflorida.org.

REJECTION OF PFA

RESPECT of Florida may decline to assign to an EC if its proposal does not comply with the format specified in the PFA or is incomplete. PFAs may be rejected if received after the PFA due date, or upon learning that the Antitrust Policy has been violated. RESPECT of Florida reserves the right to decline to assign to any or all of the EC's submitting proposals. RESPECT will assign commodities and service contracts in accordance with the statutes, rules and RESPECT Policies and Procedures governing the state use program. EC's not receiving an assignment will be notified via email, after a binding contractual agreement exists between RESPECT of Florida and another EC, or after RESPECT declines to assign.

SPECIFICATIONS

This is an opportunity which will require a quick response. The Department of Health is looking for:

"We are looking for a moving service to move approximately 120 file boxes. 30 of the boxes will be moved from our Brooksville office to our Spring Hill office, approximately 20 miles. The other boxes we just need them moved from the 1st floor to the 2nd floor, we have an elevator. Can you provide this type of service?"

This might take a crew of two people and a truck or van to accomplish.

VALUE ADDED STATEMENT

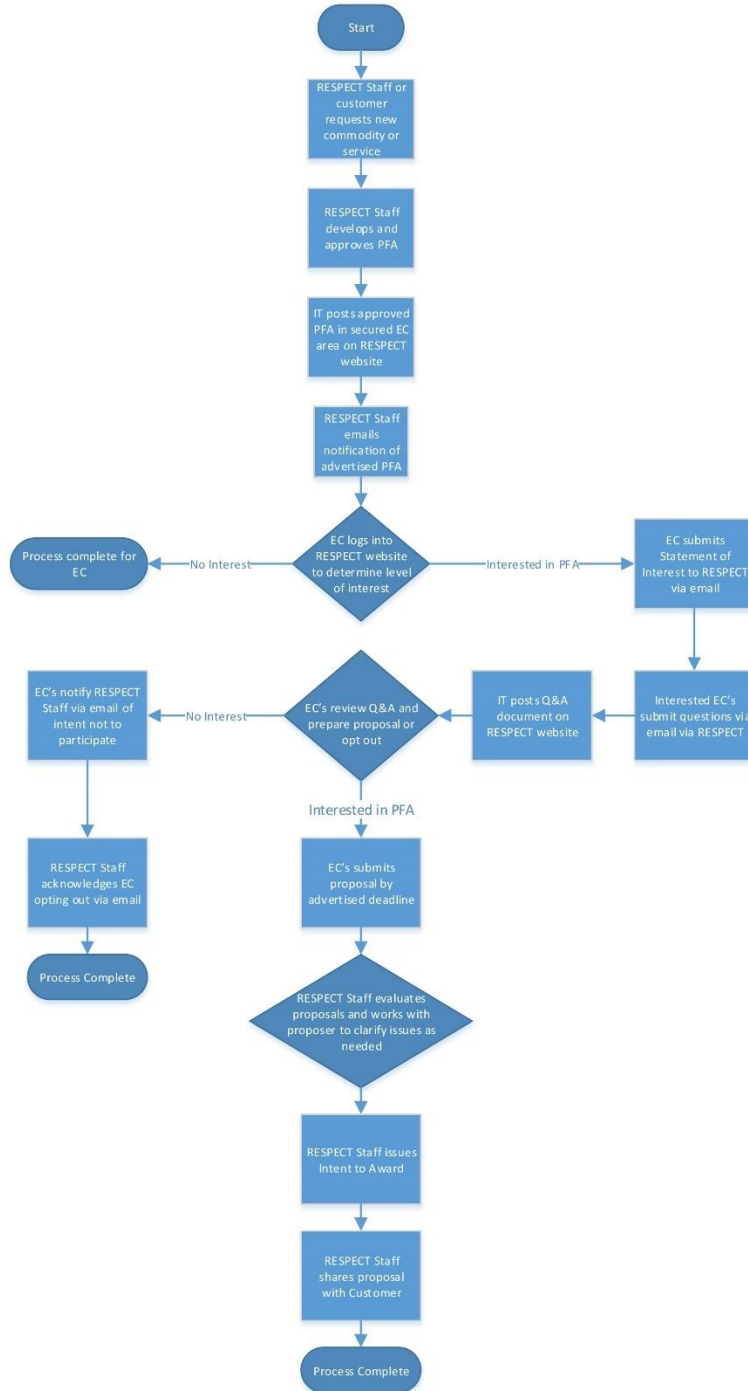
Employment Centers must submit a Value Added Statement with their proposal to this PFA that gives a **general** narrative on targets for the following. The Value Added Statement must include, but is not limited to:

- Number of individuals with handicaps to be assigned to the project
- Percentage of individuals with handicaps to be assigned to the project
- Work to be performed by individuals with handicaps
- What skill level is required of individuals with hadicaps?
- Hourly wages to be paid out to individuals with handicaps

EVALUATIONS

Evaluation of PFAs will be conducted during the period to be determined. All Employment Centers must submit a proposal which clearly addresses the evaluation points, as listed in **Attachment III** of this PFA.

Attachment I PFA Flow Chart



Attachment II
Notice of Intent Form

I hereby express notice of intent for RESPECT of Florida's Proposal for Assignment,
20XX-01 project or commodity name here

Employment Center Name: _____

Authorized Representative's Name/Title (Print): _____

Authorized Representative's Signature and Date: _____

Attachment III Evaluation Criteria Form

This evaluation sheet will be used by RESPECT of Florida personnel to assign scores to all proposals that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the proposal will be evaluated when determining point value.

Point Value (Unless otherwise indicated, zero is lowest possible and the number indicated in this column is the highest possible)

Points Awarded (Total number of points given by the evaluator)

Evaluation Criteria Number	Question	Point Value	Points Awarded
1.	How responsive was the Employment Center meeting PFA requirements and tight timeframes?	0-10	
2.	How well does the Employment Center's proposal demonstrate ability to staff the contract?	0-30	
4.	How well does the proposal demonstrate the EC's capability and experience to perform the work as described by the customer?	0-10	
5.	To what extent does the proposal demonstrate the ability to meet the financial needs of taking on the contract?	0-20	
6.	How well does the Employment Center's proposal demonstrate experience with after-hours work?	0-30	

Evaluator Name (PRINTED): _____

Evaluator Signature and Date: _____

Employment Center: _____

COST BREAKDOWN

Commodity Name: _____
 Commodity #: _____
 Unit Price: _____
 Unit of Measure: _____
 Volume Discount 1: _____
 Volume Discount 2: _____

Facility Name: Star Employment Center
 Address: 250 Main Drive
 Any Town, Florida 33333

Contact Person: John Doe
 Phone: (850) 555-5555 Fax: (850) 555-5555

PROPOSED COST BREAKDOWN

Cost Items	Per Unit
1 Raw Materials	\$20.00
2 Equipment	\$2.50
3 Direct Labor	\$2.00
4 Indirect Labor (1% of direct)	\$0.02 (Not to exceed 1-10%)
5 Shipping	\$1.45
6 Sub total (sum lines 1-5)	\$25.97
7 Contingency Factor (3.00%)	\$0.78 (Not to exceed 3-5%)
8 Fringe (8% of direct & indirect labor)	\$0.16
9 Sub total (sum lines 6-7)	\$26.91
# G&A (3.0000%)	\$0.81
# Sub total (sum lines 9-10)	\$27.72
# CNA Fee - 6% <u>0.06383</u> (X line 11) (inverse to arrive at 94% paid to Employment Ctr)	\$1.77
Total Unit Price	\$29.49
	94% Should = Line <u>\$27.72</u>

APPENDIX K: PUBLIC RECORDS POLICY

Per chapter 119, F.S., it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person, and that providing access to public records is a duty of each agency. While Florida ARF doing business as RESPECT of Florida is not a state or governmental entity per se, we have historically adhered to the public records guidelines state agencies follow. Recent statutory changes (2013) clarified that state agencies are to include provisions within contracts with entities acting on behalf of the state clarifying the need to comply with public records laws.

Chapter 119, F.S., provides guidelines regarding how agencies are to respond to public records requests and agencies are allowed to recoup the cost of producing such records. After reviewing the guidelines, the following policy has been adopted:

- Electronic files that are immediately available for dissemination will be provided at no charge to the requesting entity via electronic email.
- Duplicated information from documents that are in paper format will be provided at a cost of 15 cents per page for pages not more than 8 by 14 inches in size. No more than an additional 5 cents will be added for each two-sided copy.
- Information deemed to be exempted from the public records law will be redacted and an explanation will be given as to why such information cannot be released along with the appropriate statutory reference. Exemptions include:
 - Social Security numbers of individuals served via the RESPECT program;
 - Information on minors, particularly regarding abuse or sexual assaults;
 - Health information on individuals;
 - Identifying information on any law enforcement or investigative personnel outlined in Chapter 119, F.S.;
 - Sensitive information that could be considered to be defamatory or cause unwarranted damage to the reputation of such individuals or jeopardize their safety;
 - Information of a confidential nature including, but not limited to, a formula, pattern, device, combination of devices, or compilation of information which is used to protect or further a business advantage over those who do not know or use it, the disclosure of which information would injure the affected entity in the marketplace.
- Labor costs for the clerical and supervisory assistance needed for review of responses to evaluate responsiveness and for redaction of information that has to be reviewed for

exemption will be based on the hourly wages of the individuals involved with the review and preparation of the requested information.

- In accordance with *Florida's Government in the Sunshine Manual*, individuals who request public records may be allowed to inspect the original record in lieu of obtaining electronic or hard copies. In such instances, the cost to produce the information would be based on the average hourly wage of the employee supervising the inspection and for any required exemption/redaction reviews. Copies of hard copies requested during the records inspection event would be billed at the amount indicated above.

Acknowledgement of public records requests will be made by the current Florida ARF/RESPECT public records custodian within 3 business days, or as soon as practicable.

Prior to fulfilling a public records request, Florida ARF/RESPECT will advise the requestor of the cost associated with providing the requested information when the request involves production of hard copies and/or internal exemption reviews to determine if the information needs to be exempted or redacted per Florida's public records law.

APPENDIX L: PROGRAM REVIEW GUIDELINES

Objective: The RESPECT Program Review process will examine key areas of risk that could threaten the RESPECT of Florida program and the Employment Centers that participate in the program. The risks are primarily to the blind or severely handicapped persons employed by the Employment Centers and as such, this review will examine their appropriate compensation, utilization and their access to competitive employment options.

During and following the reviews, RESPECT will provide consultation to the Employment Centers to help them achieve the shared mission of our respective organizations. RESPECT is committed to providing direction and support as may be required throughout this review.

Authority: Sections 413.032-413.033, Florida Statutes, Florida Administrative Code 60E-1.0004 3(3), Central Non-Profit Agency Contract 914-000-10 and RESPECT Policies and Procedures.

Methodology: RESPECT will examine the following areas using the noted methodologies:

- **Wages:** RESPECT will ensure that proper wages are being paid at or above the Florida minimum wage or at a commensurate wage with the Employment Center possessing a current 14c certificate from the United States Department of Labor. To accomplish this, RESPECT will take the following steps:
 - Pull time cards or other record keeping system for hours worked for a month;
 - Compare to payroll or register for same period; and
 - Walk through from time cards to payment to ensure minimum wage or that they have a 14c certificate.
- **Handicap Documentation:** The RESPECT program must provide employment opportunities for Florida’s blind and/or severely handicapped population as intended. RESPECT will ensure compliance with this policy goal by doing the following:
 - Look at 100% of employees sampled above;
 - Use “significant impairment to employment” definition;
 - Examine the documentation for each employee to see their proof of impairment; and
 - Note any deficiencies in documentation.
- **Project Costs Versus Actual Costs:** Labor and other costs estimates are included in RESPECT pricing packages in expectation of providing a credible prediction of recovering costs while providing employment for blind and or severely handicapped Floridians. RESPECT will compare estimated costs to historical costs by taking the following steps:

- Request historical cost information from the Employment Center;
 - Compare the historical cost data to the pricing packages;
 - Identify variances in costs and request justification if appropriate; and
 - Draft a plan of action to remedy any exceptional variances.
- **Ratios of Handicapped to Non-Handicapped:** RESPECT Employment Centers must maintain a 75% or greater ratio of blind and/or severely handicapped direct labor hours worked agency wide. To accomplish this, RESPECT will examine the following:
 - Use data derived from above steps to derive the ratio for the sampled time period.
 - **Employment Activities:** RESPECT is charged with promoting employment activities within the Employment Centers that would place more blind and/or severely handicapped Floridians in competitive and integrated employment settings while providing these employees with more choices. RESPECT will examine the steps the Employment Centers are taking in support of this goal to identify suggested improvements for Employment Centers and appropriate supports of this mission which RESPECT might provide. To accomplish this, RESPECT will take the following steps:
 - Determine methodology or policy for Job Placement in competitive employment;
 - Request information on training opportunities;
 - Request documentation of any vocational evaluation, adjustment or employment services;
 - Request any evidence of annual client surveys for choice and satisfaction;
 - Determine if any staff are assigned to placement and support;
 - Look for any relationships with Vocational Rehabilitation, Workforce Florida or other entities serving as partners toward placements and supports; and
 - Look for any agency based micro-enterprise or home-based business opportunities for the blind and/ or severely handicapped.

At the conclusion of the Program Review, RESPECT will note any areas that need improvement and offer the appropriate technical assistance to resolve these issues. Issues which cannot be resolved may be elevated for further examination and action such as the request for a formal Corrective Action Plan or an independent audit.