

## **DEPARTMENT OF ECONOMIC OPPORTUNITY**

## **REQUEST FOR PROPOSAL**

## Solicitation Acknowledgement Form

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Page <u>1</u> of <u>5</u>	3 pages	-	ment of Economic of Property and P	COpportunity (DEO)		
AGENCY RELEASE DA		107 Ea	st Madison Street	, B-047		
December 1	7, 2018		assee, Florida 323 one Number: 850			
SOLICITATION TITLE:	·	гетерп	one Number. 650	-240-7400	SOLICITATION NO:	
SNAD Employ	ment and Tra	ining Third-Party Part	nerchine		19-RFP-002-TH	
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PROPOSALS WILL BE	OPENED: W	ednesday, January 23	·	PM, Eastern Time		
	and ı	may not be withdrawn within	180	days after such date and time.		
equipment, and is in all r and that the Responder for the State of Florida, interest in and to all ca	respects fair and without is in compliance with the Respondent offer uses of action it may be purchased or acquired the Respondent.	ut collusion or fraud. I agree to abide n all requirements of the Request fo s and agrees that if the proposal is now or hereafter acquire under th	e by all conditions of this per Proposal, including but accepted, the Responder Anti-trust laws of the	proposal and certify that I am authorize not limited to, certification requireme ent will convey, sell, assign or transfe United States and the State of Florid	oposal for the same materials, supplies or ed to sign this proposal for the Respondent nts. In submitting a proposal to an agency r to the State of Florida all rights, title and a for price fixing relating to the particular affective at the time the purchasing agency	
RESPONDENT MAILIN	NG ADDRESS:					
CITY – STATE – ZIP:			* Authorized Represe	entative's Signature		
PHONE NUMBER:						
TOLL FREE NUMBER:						
FAX NUMBER:				* Name and Title of A	authorized Representative	
EMAIL ADDRESS:						
FEID NO.:				*This individual must h Respondent.	nave the authority to bind the	
TYPE OF BUSINESS E	ENTITY (Corporation	LLC, partnership, etc.):				
RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.						
PRIMARY CONTACT:			SE	CONDARY CONTACT:		
			ME, TITLE:			
ADDRESS: ADD		DRESS:				
PHONE NUMBER:			Ph	IONE NUMBER:		
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# SECTION A PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response: <a href="http://dms.myflorida.com/content/download/2934/11780">http://dms.myflorida.com/content/download/2934/11780</a>

In the event of a conflict between the terms of the PUR 1001 and the terms of this solicitation, the terms of this solicitation control.

## **PUR 1000 – GENERAL CONTRACT CONDITIONS**

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this RFP, to the extent they are not otherwise modified herein. This document should not be returned with the Response: <a href="http://dms.myflorida.com/content/download/2933/11777">http://dms.myflorida.com/content/download/2933/11777</a>

In the event of a conflict between the terms of the PUR 1000 and the terms of this solicitation, the terms of this solicitation control.

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# SECTION B SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

**B.1 Solicitation Number** 19-RFP-002-TH

**B.2** Solicitation Type Request for Proposal (RFP)

**B.3** Program Office Workforce Services

**B.4** Issuing Office Tamara Harrington/Vincent McKenzie

Purchasing Analyst/Property and Procurement

Manager

107 East Madison Street, B-047 Tallahassee, Florida 32399 (850) 245-7464/ 245-7463

<u>Tamara.Harrington@deo.myflorida.com</u> vincent.mckenzie@deo.myflorida.com

#### B.5 Restrictions on Communication with DEO Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a proposal.

#### B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	Monday, December 17, 2018
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	Wednesday, January 9, 2019 at 5:00 PM
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	Friday, January 18, 2019
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	Friday, February 1, 2019 at 3:00 PM

5.	Anticipated Evaluation of Technical Proposals	Wednesday, February 6, 2019
6.	Anticipated Posting of Notice of Intent to Award	Monday, February 25, 2019

Addenda or clarifications to this RFP along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the proposal. If a Respondent fails to submit an Addendum Acknowledgement Form, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.

## **B.7** Notice of Potential Federal Funding

The State of Florida and DEO's performance and obligation to pay is contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. DEO shall be the final authority as to the availability of funds and as to what constitutes an "annual appropriation" of funds. All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEO's federally approved cost allocation plan.

## B.8 Pre-Proposal Conference and/or Site Visit – (THIS SECTION DOES NOT APPLY TO THIS RFP)

## **B.9 Questions** (*This section supersedes Section A, PUR 1001, Instruction #5, Questions*)

Any questions from Respondents concerning this RFP shall be submitted via email to Tamara Harrington and Vincent McKenzie at <u>Tamara.Harrington@deo.myflorida.com</u> and <u>vincent.mckenzie@deo.myflorida.com</u> by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment I – Technical Questions Submittal Form*.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

**INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE**. Any information received through oral communication shall not be binding on the Agency and shall not be relied upon by any Respondent.

**B.10** Submission of Proposal (This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)

Proposals must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Proposals must be submitted by U.S. Mail, Courier, or hand delivery. **PROPOSALS SUBMITTED ELECTRONICALLY WILL BE REJECTED.** 

Each proposal shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Proposals be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if the Proposal is being hand delivered, please allow for sufficient time to gain access into the building.

PROPOSALS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

## **B.11** Withdrawal of Proposal

A submitted proposal may be withdrawn, if within seventy-two (72) hours after the proposal due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

**B.12** Proposal Opening (This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)

The proposal opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting proposals shall be made available to interested parties upon written request to the contact person (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance to any related meeting or proposal opening.

Sealed proposals received by DEO in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the proposal opening, whichever is earlier.

## **B.13** Solicitation Requirements

The following requirements must be met by the Respondent in order for its Proposal to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely proposals that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the proposal are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to DEO.

## MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its proposal in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.34 and B.36.1, one (1) original, signed and sealed Technical Proposal, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Technical Proposal (on compact disc), which include the following required attachments:
  - 1. DEO Solicitation Acknowledgement Form
  - 2. Attachment A Reference Form
  - 3. Attachment C Drug Free Workplace Certification
  - 4. Attachment D Disclosure Statement/Conflict of Interest
  - 5. Attachment E Certification Regarding Debarment
  - 6. Attachment F Certification Regarding Lobbying
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections. B.34 and B.36.2, one (1) original, signed and sealed Attachment B, Cost Proposal, three (3) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc). **Attachment B must be submitted in a sealed package separate from the other attachments.**
- D. It is **MANDATORY** that the Respondent complies with the following statutory requirements: (list if applicable)
- E. It is **MANDATORY** that the Respondents return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by the individual authorized to bind the Respondent. This mandatory requirement is only applicable if one (1) or more addendums are posted.
- F. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

The use of the terms "shall", "must", or "will" within these solicitation documents indicate a **MANDATORY** requirement or condition.

Proposals may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract.

## **B.14** Cost of Preparing Respondent's Proposal

DEO is not liable for any costs incurred by a Respondent in responding to this RFP, including those for oral presentations, if applicable.

## B.15 Disclosure and Ownership of Proposals by DEO

A Respondent's proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's proposal, upon submission, and any resulting contract shall be the property of DEO except those parts asserted to

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and contract.

## B.16 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

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

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your proposal to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

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

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its proposal to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.** 

If it is determined that the proposal does not contain any information which is exempted by law from public disclosure, please provide as part of the proposal, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due

to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its proposal, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

**B.17 Posting of Recommended Award** (This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

## **B.18** Description of Work Being Procured

DEO is requesting proposals from prospective contractors to provide employment and training services to SNAP recipients. DEO seeks the services of qualified Contractors with the experience, resources, expertise and capacity to use the contractor's own non-federal funds to partner with community-based organizations, educational institutions, or other eligible entities that have the financial and administrative capabilities, resources, and capacity, as well as a proven track record of successfully engaging, training, preparing and employing, hard-to-serve, targeted populations. Target populations are all non-mandatory Supplemental Nutrition Assistance Program (SNAP) Employment and Training participants, including those who are unemployed or underemployed individuals who lack soft skills, work skills, training and education, individuals with disabilities, ex-offenders, and youth in the juvenile justice system. Funds, resources, and services provided and used will be reported to DEO to secure up to fifty percent (50%) federal reimbursement for work and skill-based employment and training services up to \$1,000,000 dollars. Preference will be given to proposals that commit to providing SNAP E&T services to individuals in the following counties: Hendry, Gadsden, Highlands, Putnam, Calhoun, Taylor, Citrus, Glades, Hernando, Marion, Sumter, and Indian River. Preference will also be given to Respondents who propose partnerships with the Local Workforce Development Boards in the areas where they plan to provide services.

## **B.19** Number of Awards

DEO anticipates awarding multiple contracts for services under this solicitation. DEO reserves the right to issue one or multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, at its sole discretion, shall determine whether multiple contracts will be issued.

## **B.20** Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of up to thirty-six (36) months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three (3) years. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

**B.21 Type of Contract Contemplated** - (This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$65,000)

A cost reimbursement contract is proposed; however, DEO reserves the right to award another type of contract if doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

A copy of the proposed contract is included in Section D, "DEO Vendor Core Contract". The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

Information on Federal procurement regulations, state statutes and rules referred to in this solicitation, may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

#### **B.22** Proposal Acceptance Period

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent or Respondents if an agreement is not executed within thirty (30) days after the announcement of an award, and may proceed to award the contract to the subsequently ranked Respondents.

**B.23** Firm Proposal - (This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).

Any submitted proposal shall remain firm and valid for one hundred eighty (180) days after the proposal submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any proposal within this time period except as described in paragraph B.11. Any proposal that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

#### **B.24** Disclosure

Information will be disclosed to Respondents in accordance with state statutes and rules applicable to this solicitation.

## **B.25** Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the contractor and maintained for the duration of the Contract.

#### **B.26** Insurance

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

## 1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

#### 2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

#### 3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

The Contractor selected under this RFP shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this RFP shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage.

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

#### **B.27** Vendor Registration

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System.

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on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at <a href="http://www.dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplace/mfmp\_vendors/requirements\_for\_vendor\_registration">http://www.dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplace/mfmp\_vendors/requirements\_for\_vendor\_registration</a>. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:

Code	Description
93131507	Displaced persons assistance services
80111504	Labor Training or Development
93141800	Employment
93141810	Career development services
93141802	Recruitment services
93141805	Unemployment services
86000000	Education and Training Services

A list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business operations/state\_purchasing/myfloridamarketplace/current projects/myfloridamarketplace commodity code standardization\_project but if you need assistance, the purchasing office can help.

## **B.28** Florida Department of State Registration Requirements

All entities identified under chapters 607, 608, 617, 620, 621 and 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

## **B.29** Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and veteran-owned 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 osdinfo@dms.myflorida.com.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

## **B.30** Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's reply. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by DEO based on the terms described in Section C.8 of this RFP.

#### **B.31** Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within (5) working days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

## **B.32** Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a proposal or specified to be delivered under a project contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by contract funds become the property of DEO except as may otherwise be provided in the Contract.

## B.33 Most Favored State Status - (THIS SECTION DOES NOT APPLY TO THIS RFP)

## **B.34** Submittal Requirements

One (1) original, signed and sealed Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually and 1 electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

One (1) original, signed and sealed Cost Proposal and three (3) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Proposal (on compact disc). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original Technical Proposal or the one (1) electronic (i.e., on compact disc), signed copy of its original Cost Proposal with its proposal package, DEO reserves the right to contact the Respondent by telephone for submission An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

of this document via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

The Respondent's Technical Proposal shall be packaged separately from its Cost Proposal or the proposal package will be rejected.

If Respondent considers any portion of its Technical Proposal or Cost Proposal to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed, original proposal with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

## **B.35** Elaborate Proposals

It is not necessary to prepare your proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your proposal shall be prepared in accordance with the instructions herein.

## **B.36** Instructions for Preparation of the Proposal

The instructions for this solicitation have been designed to help insure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize cost and response time.

#### **B.36.1** Technical Proposal Format

The Technical Proposal package shall be prepared by each Respondent utilizing 8.5" x 11" paper.

Using the description of work outlined in Section B.18 above and Section C, Respondents shall prepare their Technical Proposal Package in the order outlined below, with the sections tabbed for ease of identification and review.

The Respondent's Technical Proposal shall be packaged and sealed separately from its Cost Proposal. Failure of the Respondent to provide any of the information required in the technical proposal portion of the proposal package shall result in a score of zero (0) for that element of the evaluation which will result in the proposal being deemed non-responsive and rejected.

The Technical Proposal will consist of the following and follow the format listed:

## Cover Sheet - DEO Solicitation Acknowledgement Form

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with its proposal submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgement Form with its proposal, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

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In the event that Respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

The Respondent's Technical Proposal will consist of the following and shall follow the format listed:

## • Tab 1 – Respondent's Management and Technical Plan

The Respondent shall provide a management plan which describes the administration, management, key personnel and responsible office.

## Administration and Management (Company Profile)

The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization and the DEO. Information about the company's experience shall be submitted including: company profile, experience, years in business, and salary and references of key personnel. The proposal should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. This would include the number of staff and number of hours proposed to complete the services specified herein.

Preference will be given to proposals that commit to providing SNAP E&T services to individuals in the following counties: Hendry, Gadsden, Highlands, Putnam, Calhoun, Taylor, Citrus, Glades, Hernando, Marion, Sumter, and Indian River.

Preference will be given to Respondents who propose partnerships with the Local Workforce Development Boards in the areas where they plan to provide services.

#### Description of Need

Respondent's reply must confirm its understanding of the project description, the anticipated number of individuals and populations to be served in the proposed geographic area(s) for the duration of this program and include the methodology for this determination.

## Technical Approach

The Respondent should explain its approach, capabilities, and methods proposed to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. In the technical approach, the Respondent will:

Describe the Respondent's experience in performing services to those of similar scopes and ranges as those specified in this RFP. Respondents should provide detailed evidence that the Respondent's organization has previous experience in performing those tasks, along with a detailed description of those project(s) and the results achieved. The Respondent should highlight their experience in providing services to targeted group populations.

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- Respondent should describe its approach to project planning and the methodology that the Respondent intends to employ, and illustrate how the methodology will accomplish project goals and objectives to engage target groups such as homeless individuals, veterans, ex-felons/offenders, individuals with disabilities, and youth in the juvenile justice system
  - Respondent should describe their approach on how they plan to reach the targeted populations in the proposed counties where services will be delivered, monitor project progress, and measure outcomes;
- Explain in detail Respondent's sources of non-federal funding that will be used to provide required services;
- The intent is for Respondents awarded a contract under this RFP to have access to the state's Management Information System (MIS), One Stop Service Tracking (OSST) system, (or its successor) to record services and perform case management activities. In the event this is not available or access is delayed, Respondent should provide detailed information about the automated system intended to be used to manage program participants, capture participant information, record services provided, capture and track cost, and provide program reports;
- Respondent should describe how it will maintain hard copy or electronic participant program case files which contain documentation of eligibility determinations, intake, completion of activities, certificates of completion, case notes, and placement documents that support participation and program outcomes that will be made available to the Department to support invoices billed and services provided;
- Respondent should provide details about partnerships leveraged and/or describe how it intends to provide reimbursable support services such as transportation, childcare, work or training related clothing/uniforms, work tools and equipment;
- Respondent should identify any concerns or issues and any techniques and capabilities it will use to address and mitigate those issues.
- Respondent must provide a detailed listing of any interfaces required and any data needed from existing systems to implement the Respondent's proposal.
- Respondent should identify in detail other services and assistance planned, but not requested, to serve targeted populations in the counties proposed.

## Identification of Key Personnel

As part of the technical reply, Respondents must submit resumes of key personnel anticipated to work on this project, describing their education, training, and work experience. Respondents should provide evidence that each person the Respondent proposes to utilize in implementing this project has previous experience with a substantially similar task and describe the experience each person proposed has in providing the services and their respective functions, roles and responsibilities. In addition, Respondents should provide the approximate percent of time each person will devote exclusively to this project and the assigned tasks, and include the same information for any vacant positions anticipated to be filled and used in any contract(s) awarded from this RFP.

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Once key personnel are assigned and accepted by DEO, the selected Respondent(s) will not otherwise substitute personnel for those listed without the prior written approval of DEO.

## Responsible Office

The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal, to include name, address, contact, and phone number. If different elements of the work will be done at different locations, those locations must also be identified.

## Tab 2 - Duty of Continuing Disclosure of Legal Proceedings

- o If applicable, Respondent must disclose as part of its Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings ("Proceeding(s)") involving Respondent (and each subcontractor) in a written statement to DEO. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.
- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.
- Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent or subcontractors' business. If the existence of such proceeding causes DEO concern that Respondent or subcontractors' ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:
  - Respondent will be able to perform this Contract in accordance with its terms and conditions, and
  - Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceedings.

#### Tab 3 – Attachments

Proposals to this RFP must include the following documents and certifications in this Tab:

- 1. Reference Form (Attachment A)
- 2. Drug-Free Workplace Certification (Attachment C)
- 3. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
- 4. Certification Regarding Debarment (Attachment E)
- 5. Certification Regarding Lobbying (Attachment F)
- 6. Certified Minority Business Enterprise (CMBE) Certification, if applicable. Attach a copy of your CMBE Certification, if certified with the Florida Department of Management Services.

#### **B.36.2 Cost Proposal Submittal**

Each Respondent shall use the forms provided as Attachment B, "Cost Proposal", to provide rates for the services requested in this solicitation. The Respondent's "Cost Proposal" shall be sealed and packaged separately from its Technical Proposal. Failure by the Respondent to submit the "Cost Proposal" sealed separately from the Technical Proposal shall result in the proposal package being deemed non-responsive, and therefore, the proposal will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's proposal hereto, including, but not limited to, Respondent's furnishing the necessary personnel and labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel, and incidental expenses.

Failure by the Respondent to complete and submit Attachment B, "Cost Proposal," and provide a cost on Attachment B shall result in the proposal being deemed non-responsive, and therefore, the proposal will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.

#### **B.37** Past Performance References

In the spaces provided on Attachment A, the Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least three (3) year(s). The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor of DEO during the timeframe specified above, DEO will be one of the two clients selected for contact). Proposals that list DEO as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that Respondents submit a proposal as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours. DEO will choose, at its own discretion, two (2) of the Respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment G. In the event that the Respondent has performed work as a prime contractor for DEO for which work similar to that specified in this solicitation has been performed for a period of at least three (3) year(s), DEO shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact two (2) non-Department references for the minimum period specified above.

DEO will attempt to contact each selected reference by phone or email up to three (3) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. DEO will not attempt to correct incorrectly supplied information and will not select a replacement for a non-responding reference.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

## **B.38** State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items and services covered by this solicitation. DEO expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent's proposal must be addressed prior to Contract execution. The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.

- 1. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
- 2. Certification of Drug Free Workplace Program: The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.

3. **Products Available from the Blind or Other Handicapped (RESPECT)**: The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <a href="http://www.respectofflorida.org">http://www.respectofflorida.org</a>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**: The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

## **B.39 RFP Process**

The RFP process is conducted in two sequential phases: first, the Proposal Preparation Phase, and second the Evaluation Phase.

- 1. In the Proposal Preparation Phase, the Respondents will prepare and submit a proposal to the Procurement Officer based on the requirements identified in this RFP and any addenda to the RFP.
- 2. In the Evaluation Phase, an evaluation team will evaluate and score the proposals according to the evaluation criteria contained in the RFP and DEO will then post DEO's decision, as set out in Section B.6.

## **B.40** Evaluation Criteria

## 1. General

- a. DEO reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.
- b. Non-responsive proposals shall include, but not be limited to, those that:
  - Fail to meet any statutory requirements;

- Are irregular or are not in conformance with the requirements and instructions contained herein;
- Fail to utilize or complete prescribed forms; or
- Have improper or undated signatures
- c. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the contract requirements and the Respondent's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract. DEO may deem the Respondent as nonresponsible.

#### 2. Evaluation Criteria

See Attachment H – Evaluation Criteria

## 3. Evaluation Scoring.

Each proposal will be reviewed by at least three (3) evaluators who will independently score the proposal based on the criteria contained in Attachment H. The Issuing Office identified in Section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews, cost, and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Procurement Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Procurement Office shall present the average rankings to the program area and Agency Head, or his or her designee, who will then determine the recommended contract award(s) or the short list of Respondents to participate in oral discussions.

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award(s). The top three (3) Respondents will be selected for the short-list if they receive a score over 100 points during the RFP evaluation phase.

If DEO exercises the right, the short list will be posted on the Vendor Bid System. In the event DEO exercises the right to hold oral discussions, the scores given for each evaluation criterion will be added to the score given for that same criterion initially.

For example:	<u>Respondent</u>	Raw Points Received	<u>Rank</u>
	Company B	140	1
	Company A	125	2
	Company C	115	3.5*
	Company E	115	3.5*
	Company D	90	5

\*In the event that multiple Respondents have the same raw point score, the rank positions needed to cover those Respondents are averaged and each Respondent receives that rank. In this case the third and fourth ranks are tied so 3 + 4 = 7; 7 divided by 2 = 3.5. Each Respondent receives a rank of 3.5.

In the best interest of the State, DEO reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

#### B.41 Award

Upon completion of the evaluations, the Contract, if awarded, shall be awarded to the responsible and responsive Respondent(s) whose proposal is determined to be the most advantageous to DEO. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

A printed copy of the score tabulation(s) and DEO's intended award decision will be posted for 72 business hours in the Purchasing Office, Room B-047 Caldwell Building, locate at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria form.

A copy will also be available upon written request to the Office of Property and Procurement. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

## **B.42** Identical Tie Proposals

If proposals which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- (1) Proposals that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;
- (2) In accordance with Section 287.057(11), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- (4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

**B.43** Terms and Conditions (This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).

All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- 1. Scope of Work (Section C),
- 2. DEO Core Contract (Section D),
- 3. Special Instructions for the Preparation and Submission of Proposals (Section B),

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- 4. General Conditions (PUR 1000),
- 5. General Instructions to Respondents (PUR 1001), and
- 6. Respondent's Proposal.

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

#### **B.44** Trade Names

The product described in this RFP must be bid as specified. Alternate products that are bid will not be considered, and any proposal containing an alternate product will be rejected.

## B.45 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor's pass if hand delivering your proposal to the Office of Property and Procurement. The official date and time of receipt is the date and time the proposal is stamped as received by the Office of Property and Procurement.

## **B.46** Employment of DEO Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, F.S.

## **B.47** Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the requirements of this solicitation.

## **B.48** Accessible Electronic Information Technology

Respondents submitting proposals to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

## B.49 Agency for State Technology (AST) - (THIS SECTION DOES NOT APPLY TO THIS RFP)

- **B.50 Definitions** (please add any applicable definitions in alphabetical order pertaining to this RFP that are not listed below)
  - Case Management File: A hard copy or electronic file containing documentation of eligibility, intake, completion of activities, certificates of completion, case notes, and placement documents that support participation in the program, information recorded in the State Management Information System (MIS) One Stop Service Tracking (OSST) system (or its successor) or other approved system.
  - Confidential Information: Information which is protected from disclosure as a public record by law, including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the law.
  - Respondent: The person or entity submitting a proposal in response to this Request for Proposal.
  - Subcontractor: A person or entity contracting to perform part or all of another's contract, upon Department approval.

## **B.51** Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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# SECTION C SCOPE OF WORK

## C.1 Purpose

The purpose of this contract is to partner with community-based organizations, educational institutions or other eligible entities that have the financial and administrative capabilities, resources, and capacity, as well as a proven track record of successfully engaging, training, and preparing and placing in employment hard-to-serve, targeted populations. Targeted populations include Supplemental Nutrition Assistance Program (SNAP) Employment and Training participants who are unemployed and/or underemployed individuals who lack soft skills, work skills, training and education, individuals with disabilities, ex-offenders, and youth in the juvenile justice system. Each Contractor that receives a contract contemplated by this RFP may be reimbursed up to 50% of their respective, allowable costs for work successfully completed and accepted by DEO. DEO shall not reimburse any Contractor in an amount greater than 50% of the Contractor's allowable costs.

## C.2 Background/Overview

A policy brief issued by the United States Department of Agriculture (USDA) in April 2016, showed a vast majority of jobs in the future will require at least some education beyond high school, yet many SNAP participants have not reached this level of education. To assist individuals who are not immediately work-ready or need skills upgrades based on an assessment of their skills, work history, and education, DEO proposes to tap into resources and partnerships to quickly engage SNAP participants in education and training to meet the skill needs of employers. Prior to entry into education or training, participants will undergo in-depth career planning and education assessments. From these assessments, counselors and SNAP participants will outline educational, skill, and career paths linked to in-demand industries identified by state labor market information and statistics data.

#### **C.3** General Description

Services to be provided include, but are not necessarily limited to: conducting participant outreach and participant assessments; engaging participants in training or employment activities; ensuring that participants have the support services needed to fully engage; and case management.

## C.4 Deliverables, Tasks, Performance Measures and Financial Consequences

De	Deliverable No. 1 – Enroll and Assess Eligible Participants						
Tasks			Performance Measures	Financial Co	Financial Consequences		
Contractor will enroll unduplicated, eligibile SNAP E&T participants and complete the following enumerated		pants and	Performance of tasks will be reflected in the system-records and documentation furnished by	Contractor reimbursed Contractor's	acti	for ual,	
tasks:			Contractor and reviewed by DEO on a monthly basis for completion	allowable furtherance	costs of t	in this	
1.	Conduct	an	in-depth	and eligibility for reimbursement,	Deliverable,	up to the 5	50%
	assessment	(skills,	interest	pursuant to this Agreement, and	maximum.		

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inventory, educational, and other assesments, as needed) of each participant.

- Develop a work plan (in consultation with the partipant) using assessment results and labor market information. The plan must also include the participant's employment goal, assigned activity, and support services they are receiving.
- 3. Create a case management file for each participant.
- 4. Verify and document actions taken with respect to this deliverable in the participant's case file and the State Management Information System (MIS) One Stop Service Tracking (OSST), its successor, or other system approved by DEO, as appropriate and/or as directed by the DEO Contract Manager.

Contractor will enroll a minimum of << number to be determined by DEO based on responses>> unduplicated eligible program participants each federal fiscal year (Oct 1 – Sep 30) and complete the enumerated tasks.

On a monthly basis, Contractor will furnish to the DEO Contract Manager all documentation connected to this deliverable, organized by participant, which is not available to DEO through its own access to electronic systems or which is requested by the DEO Contract Manager.

all applicable laws and funding agreements.

Performance of the annual enrollment number task will be reflected in the system-records and documentation submitted over the preceding year, and determined by DEO upon Contractor's submission of its system-records, and documentation for the final month of that year.

Failure to provide required system-records and documentation reflecting performance and eligibility of tasks will result in non-payment.

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not av own ac which			
		Deliverab	le 2 Cost Not To Exceed: \$
Deliver	rable No. 3 – Job Placements		Γ
	Tasks	Performance Measures	Financial Consequences
followi each pa	ctor will complete the ng enumerated tasks with articipant:  Provide job placement assistance, including any employability training,	Performance of the enumerated tasks will be reflected in the system-records and documentation, as furnished by Contractor and reviewed by DEO on a monthly basis for completion and eligibility for reimbursement,	Contractor may only be reimbursed for Contractor's actual, allowable costs in furtherance of this Deliverable, up to the 50% maximum.
2.	resume building, interviewing skills, as well as, registration in the State's Labor Exchange system (Employ Florida).  Place participants in jobs	pursuant to this Agreement, and all applicable laws and funding agreements.  Performance of the annual employment number task will be reflected in the system-records	Failure to provide required system-records and documentation reflecting performance and eligibility of tasks will result in non-payment.
	and record placements in the participants' case files. When possible, placements should be linked to high demand jobs in the area.	and documentation submitted over the preceding year, and determined by DEO upon Contractor's submission of its system-records, and documentation for the final month	Failure to place at least << number to be determined by DEO based on responses >> in employment will result in
3.	Provide employment retention follow-up support services, as requested and appropriate, for up to ninety (90) calendar days following placement.	of that year.	a one percent (1%) financial consequence assessed against the Contractor's final invoice amount.
4.	Verify and document actions taken with respect to this deliverable in the participant's case file and the State Management		

Information System (MIS)

One Stop Service Tracking (OSST), its successor, or other system approved by DEO, as appropriate and as directed by the DEO Contract Manager.

Verification and documentation includes, but is not limited to: Maintaining documentation participant resume assistances, the provision of interviewing skills training, and registration in the Labor Exchange system; and maintaining proof of employment, start date and the request for retention services, and all services provided within the 90-day time period.

Each federal fiscal year (Oct 1 – Sep 30), a minimum of << number to be determined by DEO based on responses>> participants will be placed in full-time (32 hours or more) jobs earning a minimum pay rate of << number to be determined by DEO and Contractor based on responses. It is DEO's intent that participants be employed at a living-wage. Below is a three year view of the mean, median, and entry earnings across all occupations within the State of Florida.

Year	Mean	Median	Entry
2017	21.52	16.07	10.02
2016	21.19	15.77	9.80
2015	20.61	15.29	9.53

<<Any proposed entry wages must be greater than Florida's minimum wage>> On a monthly basis, Contractor will furnish to the DEO Contract Manager all documentation connected to this deliverable, organized by participant, which is not available to DEO through its own access to electronic systems or which is requested by the DEO Contract Manager.

Deliverable 3 Cost Not To Exceed: \$

## C.5 Contractor's Responsibilities

- 1. Make available or provide access to employment and training services such as:
  - Basic Education
  - Vocational Training
  - Technical Training programs
  - Registered Apprenticeships
  - On-the-job training
  - Work Experience
  - Career Navigation Services
  - Job Search and Job Readiness Training
  - Case Management
  - Support Services childcare, transportation assistance, clothing/uniforms, background screenings for employment, work tools and equipment
  - Occupational or Life Skills Training
  - Placement Services
  - Employment Retention Services post employment supports (childcare assistance for up to 90 days, transportation assistance for up to 90 days, work clothing and uniforms for up to 90 days)
  - Skills assessment and Ready-to-Work credentials (non-reimbursable to Contractor).
- 2. Market program services and perform outreach to targeted populations.
- Make available and provide support services to participants (while they are currently enrolled in the program) such as transportation, childcare, tools, clothing, background screening (when appropriate) to program participants, either directly or through partnership with another entity.
- 4. Case manage and track program participation, including securing documentation to verify and validate cost and participation (time sheets, class enrollment and schedule documentation, class attendance hours, proof of job search, etc.).
- 5. Work with DEO to customize an initial outreach letter to SNAP Employment and Training (SNAP E&T) eligible participants.

- 6. Provide program orientation to participants.
- 7. Conduct an initial assessment of the participant's skills, work history, and employability.
- 8. Conduct additional or in-depth assessments, such as interest inventories, skills assessments, and educational assessments to fully assess participants' current range of employability.
- 9. Use assessment results and labor-market statistics data to develop a work plan. The work plan will be developed in consultation with program participants, include employment goals, outline the training or skills, and career paths, needed to accomplish the goal, include the activity in which they will participate and services that will be provided in order to reach the participant's employment goal. Both the Contractor and participant will sign the work plan.
- 10. Maintain sufficient records and documentation to support a pre and post audit of services provided and invoice for services provided only to SNAP E&T participants.
- 11. Collect and maintain participation documentation, which may include but is not limited to: proof of enrollment in training, class schedule, time sheets, and other attendance documentation that verifies program activity.
- 12. Record and maintain records of services provided to program participants, which may include but is not limited to: proof of transportation services, childcare services, clothing and other support services or reimbursement services provided to individuals in the program
- 13. Make program participant records available for review by DEO, federal or state auditors, or their designees with or without advance notice.
- 14. Invoice DEO for services provided to SNAP E&T program participants. The invoice shall be organized such that the participant, the actions taken, the costs incurred, and the deliverable under which partial-cost reimbursement is sought, is clear and readily ascertainable. Contractor will restrict staff time charged to DEO for the provision of services provided to SNAP E&T program participants only.
- 15. Enter participation and support service data (activities, hours, support services, case notes, etc) in the state provided MIS (OSST or its successor) or other system approved by DEO by the 10<sup>th</sup> calendar day of the following month. This will ensure that data required for federal reports is available.
- 16. Provide job placement services to program participants.
- 17. Provide **post employment** retention services, such as, but not limited to: childcare, transportation assistance, clothing/uniforms, background screenings for employment, work tools and equipment for up to 90 calendar days following employment placement.
- 18. Enter program participant participation and support service data routinely, preferably biweekly, but no less than monthly in the state provided MIS (OSST or its successor) or other system approved by DEO.

- 19. Conduct marketing and outreach activities (**television and radio broadcasting is not allowed and cannot be reimbursed**) to reach targeted population in an area and to garner community support.
- 20. Provide office staff available to respond to program participants, Monday through Friday, 8:00 am to 5:00 pm Eastern Standard Time or Central Standard Time, based on office location. Provide office staff available to respond to DEO inquiries during DEO's operating hours of Monday to Friday, 8:00 am to 5:00 pm Eastern Standard Time.
- 21. Provide office staff who are trained and competent in Excel and other necessary software programs such as Microsoft Word. Provide office staff to meet with DEO staff for scheduled briefings and meetings (in person, via conference call, and/or by means of video conference).
- 22. Initiate communications with DEO about the program, as applicable. Contractor will communicate directly with DEO with respect to all requests for information about performance.
- 23. Be or become familiar with critical aspects of the program and relevant policies, as well as the use of required tools, including OSST or its successor, if applicable.
- 24. Provide Contractor staff with periodic, in-house training on relevant issues, such as changes in program requirements.
- 25. Provide office space, equipment, and utilities, including all necessary computer hardware and software (including the latest versions of Microsoft Office Suite and Adobe, to be upgraded as necessary), a printer/copier/scanner/fax machine, locking file cabinets to store confidential program information, and janitorial services, etc.
- 26. Provide a secure environment to store, as necessary, confidential information, program-related information and historical documentation.
- 27. Contractor should be familiar with federal grants related to providing employment and training related services to targeted populations (ex. SNAP employment and training, TANF employment and training programs as well as HUD community development, Uniform Guidance (2 CFR 200), etc.)

## C.6 Staffing Levels

- 1. Contractor must have, at a minimum, the following staff to perform the case management and program management work outlined in C.5.
  - a. One (1) Program Manager or Supervisor
  - b. Two (2) Case Managers (maximum 50:1 ratio)
- 2. Utilize at least one Certified Public Accountant and at least one employee with experience in creating or maintaining employee payroll and benefits tracking and payment systems.

## **C.7** Professional Qualifications

The Program Manager or Supervisor should have at least four years experience with the SNAP E&T work requirements or benefit eligibility requirements. Case managers should have at least two years case management experience and basic knowledge of the SNAP E&T program and work requirements.

For the purposes of this RFP, basic knowledge of the SNAP E&T program includes:

- What are SNAP benefits?
- What is the SNAP E&T program and what is it designed to do?

## C.8 Staffing Changes

Contractor shall staff the project with key personnel as specified in this RFP and identified in the Contractor's proposal, which are considered by DEO to be essential to these services outlined herein. As soon as possible, but no less than five (5) business days prior to substituting any key personnel, the Contractor must notify DEO's Contract Manager and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes, a list of the proposed substitutions in sufficient detail, along with copies of their resumes, to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

## C.9 Background Screening

DEO has designated certain duties and positions as positions of special trust because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of DEO.

Contractor or Contractor's employees/agents, who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this Contract.

Level 2 screenings include Livescan fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

Contractor or Contractor's employees/agents, who have criminal histories, which include convictions for disqualifying offenses, shall not be assigned to this Contract. Disqualifying offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses related to the position sought. *See* §112.011, Florida Statutes. Screening results indicating convictions of disqualifying offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

All costs incurred in obtaining background screenings shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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DEO and will be maintained by DEO. DEO's Contract Manager will provide written approval/disapproval of Contractor's employees/agents, to the Contractor. Contractor employees/agents are prohibited from performing any work under this Contract until written approval is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees, agents, or subcontractors assigned to this Contract.

#### C.10 Service Times

Services must be available during traditional business hours, Monday through Friday, typically 8:00 AM to 5:00 PM in the Contractor's time zone, excluding weekends and State observed holidays; however, Contractor staff must be available to respond to DEO inquiries during DEO's operating hours of Monday to Friday, 8:00 AM to 5:00 PM Eastern Standard Time. Extended, flexible, or alternate business hours are strongly encouraged to accommodate participants who may not be able to access services between 8:00 AM and 5:00 PM.

#### C.11 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this RFP, any addenda, response, and the DEO Vendor Core Contract.

#### C.12 Contract Extension

Extension of a contract for contractual services must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the Parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

## C.13 Method of Payment/Invoice

Request for reimbursements must be submitted in accordance with requirements and limits specified in the *Reference Guide for State Expenditures* located at <a href="https://www.fldfs.com/aadir/reference guide/">https://www.fldfs.com/aadir/reference guide/</a>.

Payments shall be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall submit invoices to DEO on or before the 10<sup>th</sup> calendar day of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

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Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

## C.14 DEO's Responsibilities

- 1. Mail initial outreach/information letter to potential program participants.
- 2. Provide system training, as needed, to Contractor staff (training may be web-based or on-site).
- 3. Monitor program performance and compliance, including timeliness of data entry for reporting.
- Review all invoice deliverables for accuracy and thoroughness and process Contractor invoices for reimbursements for eligible expenditures, not to exceed fifty percent (50%) of allowable cost incurred.
- 5. DEO's programmatic, performance, and technical staff will provide ongoing training and technical assistance as DEO determines is needed by Contractor. DEO's monitoring unit will annually monitor Contractor's performance either on-site or remotely. DEO will assist the Contractor staff with gaining OSST access, if applicable, and will provide OSST training.
- 6. Assign a Program and Contract Manager to manage the project and contract.
- 7. Ensure the DEO Program Manager and Contract Manager provides information to the Contractor as needed.
- 8. Conduct any coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other government entities, as DEO determines is required.
- 9. Be available for consultation throughout the contract and respond to inquiries or request from Contractor within two business days.
- 10. Review and approve the assignment of all Contractor team members, both initially and any subsequent changes.
- 11. Maintain paper, electronic and final archive copies of all deliverables, as applicable and where appropriate under Florida Law.

- 12. Provide meeting sites when necessary.
- 13. Ensure project management and oversight standards set forth in rules 74-1.001 1.009, F.A.C. are followed.

## C.15 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5 of this Scope of Work, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty.

Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, Contractor may be assessed the Financial Consequences specified in Section C.4. If Contractor has only one instance of failure to timely and satisfactorily perform, and if the parties agree to a corrective action plan, DEO, in its complete discretion, may grant a one-time waiver to the financial consequence(s), if Contractor complies with the approved corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

## **C.16** Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for an amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time is in addition to the financial consequences assessed (as provided for in Section C.15) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

#### C.17 Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

## C.18 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this RFP. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all

Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

- Each Party may have access to confidential information made available by the other. The
  provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and
  federal laws will govern disclosure of any confidential information received by the State of
  Florida.
- 2. Contractor must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Contract.
- 3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
- 4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
- 5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
- 6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall

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take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or subject to further unauthorized use.

#### **C.19** Change of Ownership

If a change of ownership of the Contractor is anticipated during the twelve (12) months following the RFP Technical Proposal Due date, the Contractor must notify DEO, describe the circumstances of such change, and indicate when the change is likely to occur.

#### C.20 Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with DEO and/or its employees, under this contract shall be the property of DEO. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

- C.21 Errors and Omissions Insurance (THIS SECTION DOES NOT APPLY TO THIS RFP)
- C.22 Performance Bond (THIS SECTION DOES NOT APPLY TO THIS RFP)

## SECTION D DEPARTMENT VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 19-RFP-002-TH. Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation.

- Remainder of Page Intentionally Left Blank -

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## ATTACHMENT A REFERENCE FORM

Doonor	dont'o	Mamai
Respor	ident's	Name:

The Respondent must list a minimum of three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least three (3) continuous year(s). Any information not submitted on this attachment shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. DO NOT LIST DEO WORK ON THIS FORM. (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least three (3) continuous years	То
Approximate Contract Value:	\$
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least three (3) continuous years	То
Approximate Contract Value:	\$
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	

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Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least three (3) continuous years	То
Approximate Contract Value:	\$

'Authorized Representative's Signature
--

<sup>\*</sup>Typed Name and Title of Authorized Representative
\*This individual must have the authority to bind the Respondent.

## ATTACHMENT B COST PROPOSAL

Direct Costs	Column A Respondent Cost for Initial 3 Year Term	Column B Federal Cost for Initial 3 Year Term	Column C  Total Proposed Cost for Initial 3 Years
Salaries and Benefits			
Contractual Costs – List all Vendors			
Sub-recipient Agreements - List all applicable agreements			
Supplies (1)			
**Travel Travel expenditures, which are inclusive of travel, lodging and per diem expenses, are allowable but will only be reimbursed in accordance with section 112.061, F.S.			
Building/Space			
Other Costs (describe)			
Participant Costs:			
Training			
Career Services (Job Search, etc.)			
Supportive Services (Dependent Care, Transportation, etc.)			
Total Direct Costs			
Indirect Costs:			
***Indirect Costs and approved methodology.  Approved Indirect Cost Rate Used: (2)  Please note that indirect costs must be included in your agreement if listed.			

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GRAND TOTAL (Sum of all rows in Column C)	
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- (1) This section includes equipment less than the entities capitalization threshold.(2) If Indirect Cost Rate, attach the Negotiated Indirect Cost Rate Agreement (NICRA).

\*Authorized Representative's Signature

\*Typed Name and Title of Authorized Representative

\*This individual must have the authority to bind the Respondent.

### ATTACHMENT C DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

*Authorize	d Represent	tative's Sign	ature		

<sup>\*</sup>Typed Name and Title of Authorized Representative

<sup>\*</sup>This individual must have the authority to bind the Respondent.

## ATTACHMENT D DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:	☐ The Respondent has no interest to discle connection with this procurement.	ose and has had no person seeking to influence DEO in
interest in the Respondent's firm:		
		ployees who own, directly or indirectly, more than a 5%
	The following persons are officers, directors, en or employees:	

<sup>\*</sup>This individual must have the authority to bind the Respondent.

## ATTACHMENT E CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

#### **INSTRUCTIONS**

- 1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Economic Opportunity cannot contract with these types of providers if they are debarred or suspended by the federal government.
- 2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- 3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
- 5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- 6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
- 7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- 8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

#### CERTIFICATION

- 1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- 2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

*Authorized	Representative's Signature	

\*This individual must have the authority to bind the Respondent.

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<sup>\*</sup>Typed Name and Title of Authorized Representative

# ATTACHMENT F CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Authorized Representatives Signature
*Typed Name and Title of Authorized Representative

\*This individual must have the authority to bind the Respondent.

## ATTACHMENT G EVALUATION OF PAST PERFORMANCE

Respon	dent's Name	
Respon	dent's Reference Name	
Person	Interviewed	
Intervie	ewed By	
Date of	Interview	
The foll	lowing questions will be asked of the client reference chose	n at the discretion of DEO:
1.	Briefly describe the work the contractor performed for yo	ur company.
2.	How well did the contractor adhere to the agreed upon so	
	Excellent = 5 points; Above Satisfactory = 4 points, Satisfa	ctory = 3 points; Fair = 2 point; Poor = 1 points.
3.	How would you rate the contractor's quality of work?  Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory	etam. 2 najeta Faja 2 najeta Dago 4 najeta
		etory – 3 points, Pail – 2 point, Pool – 1 points.
4.	How would you rate the contractor's use of adequate per	
	Excellent = 5 points; Above Satisfactory = 4 points, Satisfa	ctory = 3 points; Fair = 2 point; Poor = 1 points.
5.	How would you rate the contractor's use of appropriate e	
	Excellent = 5 points; Above Satisfactory = 4 points, Satisfa	ctory = 3 points; Fair = 2 point; Poor = 1 points.
		Score
		Divide by 2 = Average Score
	Reference's Signature	Date

## ATTACHMENT H EVALUATION CRITERIA

EVALUATION CRITERIA  EVALUATION CRITERIA	MAXIMUM POINTS
EVALUATION ON TENIA	AVAILABLE
A. Technical Response Submittal	120
Tab 1 - Administration and Management as defined in Section B.36.1.	30
• The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization and the DEO. Information about the company's experience shall be submitted including: company profile, experience, years in business, and salary and references of key personnel. The proposal should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. This would include the number of staff and number of hours proposed to complete the services specified herein.	
Preference will be given to proposals that commit to providing SNAP E&T services to individuals in the following counties: Hendry, Gadsden, Highlands, Putnam, Calhoun, Taylor, Citrus, Glades, Hernando, Marion, Sumter, and Indian River.	
Preference will also be given to Respondents who propose partnerships with the Local Workforce Development Boards in the areas where they plan to provide services.	•
Tab 1 - Description of Need as defined in Section B.36.1.	20
<ul> <li>Respondent's reply must confirm its understanding of the project description, the anticipated number of individuals and populations to be served in the proposed geographic area(s) for the duration of this program and include the methodology for this determination.</li> </ul>	
Tab 1 - Technical Approach as defined in Section B.36.1.	40
The Respondent should explain its approach, capabilities, and methods proposed to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. In the technical approach, the Respondent will:  Describe the Respondent's experience in performing services to those of similar scopes and ranges as those specified in this RFP. Respondents should provide detailed evidence that the Respondent's organization has previous experience in performing those tasks, along with a detailed description of those project(s) and the results achieved. The Respondent should highlight their experience in providing services to targeted group populations.  Respondent should describe its approach to project planning and the methodology that the Respondent intends to employ, and illustrate how the methodology will accomplish project goals and objectives to engage target groups such as homeless individuals, veterans, ex-felons/offenders, individuals with disabilities, and youth in the juvenile justice system	

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- Respondent should describe their approach on how they plan to reach the targeted populations in the proposed counties where services will be delivered, monitor project progress, and measure outcomes;
- Explain in detail Respondent's sources of non-federal funding that will be used to provide required services;
- The intent is for Respondents awarded a contract under this RFP to have access to the state's Management Information System (MIS), One Stop Service Tracking (OSST) system, (or its successor) to record services and perform case management activities. In the event this is not available or access is delayed, Respondent should provide detailed information about the automated system intended to be used to manage program participants, capture participant information, record services provided, capture and track cost, and provide program reports;
- Respondent should describe how it will maintain hard copy or electronic participant program case files which contain documentation of eligibility determinations, intake, completion of activities, certificates of completion, case notes, and placement documents that support participation and program outcomes that will be made available to the Department to support invoices billed and services provided;
- Respondent should provide details about partnerships leveraged and/or describe how
  it intends to provide reimbursable support services such as transportation, childcare,
  work or training related clothing/uniforms, work tools and equipment;
- Respondent should identify any concerns or issues and any techniques and capabilities it will use to address and mitigate those issues.
- Respondent must provide a detailed listing of any interfaces required and any data needed from existing systems to implement the Respondent's proposal.
- Respondent should identify in detail other services and assistance planned, but not requested, to serve targeted populations in the counties proposed.

#### Tab 1 - Identification of Key Personnel as defined in Section B.36.1.

20

• As part of the technical reply, Respondents must submit resumes of key personnel anticipated to work on this project, describing their education, training, and work experience. Respondents should provide evidence that each person the Respondent proposes to utilize in implementing this project has previous experience with a substantially similar task and describe the experience each person proposed has in providing the services and their respective functions, roles and responsibilities. In addition, Respondents should provide the approximate percent of time each person will devote exclusively to this project and the assigned tasks and include the same information for any vacant positions anticipated to be filled and used in any contract(s) awarded from this RFP.

Once key personnel are assigned and accepted by DEO, the selected Respondent(s) will not otherwise substitute personnel for those listed without the prior written approval of DEO.

#### Tab 1 - Responsible Office as defined in Section B.36.1.

10

• The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal, to include name,

	address, contact, and phone number. If different elements of the work will be done at	
	different locations, those locations must also be identified.	
B.	Past Performance References	20
C.	Cost Proposal	10
D.	Total Possible Points for the Response Submittal	150 Points

NOTE: The maximum available points (10 points in total) for the Cost Proposal Submittal will be awarded to the Respondent with the lowest responsive Cost Proposal. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

$$(A/B = C) \times M = P$$

A = Lowest responsive Cost Proposal

B = Actual responsive Cost Proposal being scored

C = Pro rata portion (percentage) assigned to the Actual responsive Cost Proposal being scored

M = Maximum Points Available for the Cost Proposal (= 10 points)

P = Points Awarded to the Actual responsive Cost Proposal being scored

## ATTACHMENT I TECHNICAL QUESTIONS SUBMITTAL FORM

For Attachment I, Respondents shall complete the form provided based on their questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in B.9. The electronic response must be submitted as a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name:

Respondent	RFP Page Number,	
Question	Section Number,	Question*
Number*	Subsection Reference*	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Add rows as necessary.  ed Representative's Signa	 ture
	ame and Title of Authorize	ed Representative

### ATTACHMENT J PROPOSAL PACKAGE CHECKLIST

To ensure that your proposal package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.

Check off each of the following:		
1.	The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original proposal.	
	In the event that Respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.	
2.	The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the proposal.	
3.	The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the proposal. The authorized representative must have the authority to bind the Respondent.	
4.	The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original proposal, if applicable.	
5.	The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.	
6.	The Respondent's proposal addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.	
7.	The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.	
8.	The <a href="https://www.myflorida.com">www.myflorida.com</a> website has been checked and any Addendums posted have been completed, signed, and included in the original proposal.	
9.	The original proposal must be received, at the location specified, prior to the Proposal Opening Date and Time designated in the Request for Proposal Document.	
10.	The Respondent shall submit one (1) signed original Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy.' The original and copies may then be submitted together.	

11.	The Respondent shall submit one (1) signed original Cost Proposal and three (3) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on compact disc). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.
12.	If Respondent considers any portion of its proposal to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the proposal titled "Redacted Copy" on compact disc.
13.	On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:
	Solicitation Number: 19-RFP-002-TH

Title: SNAP Employment and Training Third-Party Partnerships
Proposal Opening Date & Time: Wednesday, January 23, 2019 at 3:00 PM EST

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