



# DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

## Solicitation Acknowledgement Form

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|---|---|
| Page <u>1</u> of <u>46</u> pages  | SUBMIT PROPOSAL TO:<br><b>Department of Economic Opportunity (DEO)<br/>Office of Property and Procurement<br/>107 East Madison Street, B-047<br/>Tallahassee, Florida 32399-4128<br/>Telephone Number: 850-245-7455</b>   |
| AGENCY RELEASE DATE:<br><u>May 8, 2019</u>  |   |
| SOLICITATION TITLE:<br><b>Fiscal Administrator</b>  | SOLICITATION NO:<br><b>19-RFP-015-BM</b>  |
| PROPOSALS WILL BE OPENED: <b>May 23, 2019 at 11:30 AM, Eastern Time</b><br>and may not be withdrawn within <u>180</u> days after such date and time.  |   |
| I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent. |   |
| RESPONDENT NAME:  | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <b>* Authorized Representative's Signature</b><br><br><hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <b>* Name and Title of Authorized Representative</b><br><br><b>*This individual must have the authority to bind the Respondent.</b> |
| RESPONDENT MAILING ADDRESS:   |   |
| CITY – STATE – ZIP:   |   |
| PHONE NUMBER:   |   |
| TOLL FREE NUMBER:   |   |
| FAX NUMBER:   |   |
| EMAIL ADDRESS:  |   |
| FEID NO.:   |   |
| TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):  |   |

|  |  |                           |  |
|--|--|---------------------------|--|
| <b>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.</b> |  |                           |  |
| <b>PRIMARY CONTACT:</b>  |  | <b>SECONDARY CONTACT:</b> |  |
| NAME, TITLE:   |  | NAME, TITLE:              |  |
| ADDRESS:   |  | ADDRESS:                  |  |
| PHONE NUMBER:  |  | PHONE NUMBER:             |  |
| FAX NUMBER:  |  | FAX NUMBER:               |  |
| EMAIL ADDRESS:   |  | EMAIL ADDRESS:            |  |

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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: <http://dms.myflorida.com/content/download/2934/11780>

**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: <http://dms.myflorida.com/content/download/2933/11777>

**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-015-BM
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Strategic Business Development
- B.4 Issuing Office** Blake McGough/Vincent McKenzie  
GOC III/Property and Procurement Manager  
107 East Madison Street, B-047  
Tallahassee, Florida 32399  
(850) 245-7443/ 245-7463  
[blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com)  
[vincent.mckenzie@deo.myflorida.com](mailto: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>                            | 5/8/2019              |
| 2. | Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)  | 5/15/2019 at 1:00 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> | 5/17/2019             |
| 4. | Proposals Due and Opened<br>107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399   | 5/23/2019 at 11:30 AM |
| 5. | Anticipated Evaluation of Technical Proposals  | 5/24/2019             |
| 6. | Anticipated Posting of Notice of Intent to Award   | 6/6/2019              |

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Addenda or clarifications to this RFP will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

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

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 - (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 Blake McGough and Vincent McKenzie at [blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com) and [vincent.mckenzie@deo.myflorida.com](mailto:vincent.mckenzie@deo.myflorida.com) 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 J – 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.**

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### **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.

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## 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, three (3) 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
  - 7. Attachment G – List of Subcontractors
- 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. 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 proposal has met all other requirements of the solicitation.

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 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.

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## **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.**

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**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 administer funds allocated under the Office of Small Business (OSB) Revolving Loan Fund (RLF). All work shall be performed in accordance with the Scope of Work contained in Section C.

**B.19 Number of Awards**

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue 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 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.

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 fixed price 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.

The Fiscal Administrator will be required to remit all fees, costs, and interest to DEO. The Fiscal Administrator will be reimbursed by DEO in an amount equal to fifty percent (50%) of fees charged at closing and subsequent interest earned on loans.



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 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 second ranked Respondent.

## **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**

### **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 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. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at [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). 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                 |
|----------|-----------------------------|
| 93151605 | Government finance 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](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.*

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## **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](mailto: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. 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

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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**

The selected Respondent must agree to a most favored state status so that in the event the selected Respondent offers any other State Workforce Agency (or department) more favorable contract terms in relation to reimbursable items and events, or revenue share percentages that the selected Respondent agrees to make those terms available to DEO at the DEO's option. Upon execution of the Contract, the selected Respondent shall sign a Preferred Pricing Affidavit, as required by section 216.0113, F.S. Following execution of the Contract, the selected Respondent shall submit a Preferred Pricing Affidavit annually.

### **B.34 Submittal Requirements**

One original Technical Proposal and three (3) 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.

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 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 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.

**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 ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize cost and response time.

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### **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.

**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.

- 1. 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, salary, and references. 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.

## 2. Identification of Key Personnel

The Respondent must provide the names of key personnel on the Respondent's team, and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Respondent should also include this information for any vacant positions anticipated to be filled and used in the Contract.

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

1. 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.
2. 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.
3. 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:
4. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
5. 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:

1. Reference Form (Attachment A)
2. State Project Plan (B.38), include 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. List of Subcontractors (Attachment G), if applicable
7. 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**

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**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) continuous 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. 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 of past performance reference questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for DEO within the timeframe specified above, 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.

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/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 <http://www.respectofflorida.org>.

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.

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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 previously in Section C of 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/or 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 non-responsible.

#### **2. Evaluation Criteria**

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See Attachment I – 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 I. 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 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. 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>Firm</u> | <u>Raw Points Received</u> | <u>Rank</u> |
|-------------|----------------------------|-------------|
| Company A   | 90                         | 2           |
| Company B   | 100                        | 1           |
| Company C   | 80                         | 3.5*        |
| Company D   | 75                         | 5           |
| Company E   | 80                         | 3.5*        |

\*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  $3 + 4 = 7$ ;  $7 \div 2 = 3.5$ . 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 hours in the Office of Property and Procurement, 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](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

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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),
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.

Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension.

Respondents for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to subpart C of 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In

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addition, Respondents for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR part 28, "New Restrictions on Lobbying."

Respondents should familiarize themselves with these provisions, including the certification requirement. Therefore, Respondents for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying—Lower Tier Covered Transactions," completed without modification. See 13 CFR § 400.109 for more information on covered transactions and lower tier covered transactions.

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

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this proposal are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality level of item(s) response.

#### **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

- 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 Florida Statutes.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the contract and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- Contractor Personnel: Persons directly employed by the Contractor.
- DEO: Florida Department of Economic Opportunity.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
  - New Year’s Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran’s Day
  - Thanksgiving Day and the following day
  - Christmas Day
- Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premises(s): The entire Department of Economic Opportunity property identified by DEO’s Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.

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- **Project Manager:** DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- **Proposal:** The offer extended to DEO in response to a Request for Proposal.
- **Respondent:** The person or entity submitting a proposal in response to a Request for Proposal.
- **Responsive Bid:** A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- **Responsive Vendor:** A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- **Subcontractor:** A person or entity contracting to perform part or another's entire contract, upon Department approval.
- **Vendor:** A person or entity that sells or offers to sell commodities or contractual services.
- **Vendor Bid System (VBS):** The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- **Written Notice:** Written Notice is herein defined as notice in writing, signed and may be an email of the original.

#### **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 RFP is to contract with a Fiscal Administrator to oversee funds allocated under the Revolving Loan Fund (RLF). The RLF has been granted to DEO to administer loan funds to Florida's small businesses.

### C.2 Background/Overview

DEO was awarded \$32 million of Federal funds by the U.S. Economic Development Administration (EDA) on September 4, 2018 to create the RLF. The RLF will help provide loans to Florida small businesses recovering from impacts of Hurricane Irma and address the current gap in available, affordable capital for small businesses by providing longer term loans with higher funding levels at reasonable interest rates.

The RLF will serve as an aid to businesses in Florida to further diversify Florida's economy while creating future resiliency by providing access to affordable capital for business start-ups or expansions to encourage job creation, retention, high paying jobs, economic diversification and economic stability.

### C.3 General Description

A Fiscal Administrator is needed to provide loans to small businesses located in Florida that qualify for the RLF loan. The loans will be used to assist small businesses repair, replace and/or improve operations that were disrupted by Hurricane Irma. After the initial funds are deployed, the program will be used to help small businesses implement plans for resiliency against future storms.

The Fiscal Administrator will be responsible for all work and expenses incurred in connection with the fiscal implementation of the program, including but not limited to, obtaining credit reports, loan funding, loan servicing, record keeping, and reporting.

The Fiscal Administrator will:

- Process loan applications.
- Create Loan Administration Boards for approving loans.
- Maintain a list of all RLF loans and status.
- Process Receipt of Payments: Loan payments will be made directly by borrowers to the Fiscal Administrator for deposit to an account. Funds received will be returned to the State of Florida from this account on a periodic basis pursuant to the terms and conditions of the Agreement.
- Generate and maintain monthly reports of all applications and loans.
- Maintain all loan files and records, and will, as appropriate, issue statements to borrowers concerning outstanding balances, penalty fees (if any) applied, and other reasonable information according to procedures to be established.
- Prepare and submit to DEO, no less than quarterly reports summarizing the status of the program pursuant to the Contract.

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- Prepare and deliver or forward loan closing documents and checks to borrowers who shall physically or electronically transmit the completed and fully-executed loan closing documents to the Fiscal Administrator prior to disbursement of the loan funds.
- Ensure DEO's approved documents are used for all RLF loans.
- Notify DEO of all delinquent loans and bankruptcy filings.

The Fiscal Administrator will be required to remit all fees, costs, and interest to DEO. The Fiscal Administrator will be reimbursed by DEO in an amount equal to fifty percent (50%) of fees charged at closing and subsequent interest earned on loans.

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

Contractor agrees to perform the following:

| <b>Deliverable No. 1 – CREATE LOAN ADMINISTRATION BOARDS</b>                                  |  |  |
|---|--|--|
| <b>Tasks</b>  | <b>Performance Measures</b>  | <b>Financial Consequences</b>  |
| Contractor must create Loan Administration Boards, specified in C.5.1.                        | Contractor must create Loan Administration Boards, as specified, within thirty (30) calendar days of contract execution.<br><br>Evidence of loan administration boards and any other required documentation must be submitted, accepted and approved by DEO.                       | Failure to create Loan Administration Boards, as specified, within thirty (30) calendar days of contract execution, will result in deduction \$150 per day beyond the due date. Such reduction shall be made from the deliverable payment.                     |
| <b>Deliverable 1 - \$Cost</b>   |  |  |
| <b>Deliverable No. 2 – ACCEPT RLF LOAN APPLICATIONS</b>                                       |  |  |
| <b>Tasks</b>  | <b>Performance Measures</b>  | <b>Financial Consequences</b>  |
| Contractor must complete all tasks in accepting RLF loan applications, as specified in C.5.2. | Contractor must begin to accept RLF loan applications, as specified, within thirty (30) calendar days of contract execution.<br><br>Evidenced by the submission and acceptance of RLF loan applications and any other required documentation must be accepted and approved by DEO. | Failure to complete all tasks in accepting RLF loan applications, as specified, within thirty (30) calendar days of contract execution, will result in deduction \$150 per day beyond the due date. Such reduction shall be made from the deliverable payment. |
| <b>Deliverable 2 - \$Cost</b>   |  |  |
| <b>Deliverable No. 3 – APPROVE OR DENY LOAN APPLICATIONS</b>                                  |  |  |
| <b>Tasks</b>  | <b>Performance Measures</b>  | <b>Financial Consequences</b>  |
| Contractor must approve or deny loan applications, as specified in C.5.3.                     | Contractor must approve, deny, or issue a notice of incompleteness loan applications, as specified, within   | Failure to provide loan decisions, as specified, within thirty (30) calendar days of contract execution, will result in a deduction of \$150 per   |

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|   |   |   |
|---|---|---|
|   | <p>thirty (30) calendar days of receiving a loan application.</p> <p>Evidence of loan decisions and any other required documentation must be submitted, accepted and approved by DEO.</p>   | <p>calendar day beyond the due date of each loan application. Such reduction shall be made from the deliverable payment.</p>  |
| <b>Deliverable 3 - \$Cost</b>   |   |   |
| <b>Deliverable No. 4 – CLOSE LOANS</b>                                      |   |   |
| <b>Tasks</b>  | <b>Performance Measures</b>   | <b>Financial Consequences</b>   |
| Contractor must close loans, as specified in C.5.4.                         | <p>Contractor must close loans, as specified, within thirty (30) calendar days of loan approval.</p> <p>Evidence of loan closings and any other required documentation must be submitted, accepted and approved by DEO.</p>   | <p>Failure to close loan, as specified, within thirty (30) calendar days of contract execution, will result in a deduction of \$150 per calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>  |
| <b>Deliverable 4 - \$Cost</b>   |   |   |
| <b>Deliverable No. 5 – DISBURSE LOAN PAYMENTS</b>                           |   |   |
| <b>Tasks</b>  | <b>Performance Measures</b>   | <b>Financial Consequences</b>   |
| Contractor must disburse loan payments, as specified in C.5.5.              | <p>Contractor must disburse loan payments, as specified, within thirty (30) calendar days of loan closing. and upon completion of Deliverable 5</p> <p>Evidence of loan disbursements and any other required documentation must be submitted, accepted and approved by DEO.</p> | <p>Failure to disburse loan payments, as specified, within thirty (30) calendar days of loan closings and completion of Deliverable 5, will result in a deduction of \$150 per calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p> |
| <b>Deliverable 5 - \$Cost</b>   |   |   |
| <b>Deliverable No. 6 – ACCEPT LOAN REPAYMENTS FROM BORROWERS</b>            |   |   |
| <b>Tasks</b>  | <b>Performance Measures</b>   | <b>Financial Consequences</b>   |
| Contractor must receive and process loan repayments, as specified in C.5.6. | <p>Contractor must receive and process loan repayments, as specified, within thirty (30) calendar days of loan closing.</p> <p>Evidence of loan repayments and any other required documentation must be submitted, accepted and approved by DEO.</p>                            | <p>Failure to accept loan repayments, as specified, shall result in a deduction of \$150 per calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>   |
| <b>Deliverable 6 - \$Cost</b>   |   |   |

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| <b>Deliverable No. 7 – MONITOR LOAN STATUSES</b>              |   |  |
|---|---|--|
| <b>Tasks</b>  | <b>Performance Measures</b>   | <b>Financial Consequences</b>  |
| Contractor must monitor loan statuses, as specified in C.5.7. | Contractor must provide loan statuses, as specified, within thirty (30) calendar days of the first loan closing and as requested by DEO.<br><br>Evidence of loan statuses and any other required documentation must be submitted, accepted and approved by DEO. | Failure to provide loan statuses, as specified, will result in a deduction of \$150 per calendar day beyond the due date. Such reduction shall be made from the deliverable payment. |
|   |   | <b>Deliverable 7 - \$Cost</b>  |

**C.5 Contractor’s Responsibilities**

Contractor agrees to perform the following:

1. Create loan administration boards that are required to adhere to DEO’s Rules and Procedures:

Loan Administration Board meetings may be held in-person, by phone or online (email or online conference). Deliberations and decisions concerning the approval or denial of RLF Loans are the responsibility of the members of the Loan Administration Board, not the an RLF Loan consultant.

Loan Administration Boards shall review and determine if an applicant business has the ability and credit worthiness to repay the new debt service. Board members should analyze and apply credit standards as determined by industry standards for small and microbusiness loans, including but not limited to assessing the personal credit score and credit history of the business owner(s). Conversely, a low credit score, or lack of credit history, in itself may be indicative of the applicant not using credit in the past and should not pre-empt loan approval as long as the credit history meets minimum standards. Therefore, while credit score and credit history should be a factor in the credit decision, the primary factor should be the ability of the applicant to secure and repay the loan in the agreed term of the loan program.

Applicants are required to designate their business plan during the application process and given the option to provide supplemental documentation in addition to the required loan application documentation to justify extraordinary or special circumstances that could impact a loan decision. With the above in mind, the Loan Administration Board should consider the additional information and other extraordinary circumstances when making credit and loan decisions. The Loan Administration Board may also request additional information from applicants before making a loan decision.

Each board member must sign a conflict of interest statement certifying they have no present conflict of interest and that will recuse themselves from any capacity in taking part in the loan decision or decision criteria for loans, the decision process and the decision making, approval, disapproval, or recommendation of any loan if I have a conflict of interest or a potential conflict of interest.

Loan administration boards are responsible for reviewing completed applications and making RLF loan decisions. A loan administration board consists of:

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- a. Size – consisting of no less than three (3) qualified members to review each eligible loan application.
  - b. Experience and occupational requirements – the Loan Administration Board should consist of local loan officers representing local business’, lending institutions, or representatives from appropriate economic and business development community organizations.
  - c. Process for appointing members – the contractor shall be responsible for recruiting and maintaining a qualified loan review committee pool for the purpose of forming a Loan Administration Board for the RLF.
  - d. Membership terms – three (3) years
  - e. Quorum and majority vote requirements - There shall be board requirements that a minimum number of members must be present at any of its meetings to make the proceedings of that meeting valid. All loan decisions must be authorized by a majority vote of present members.
2. Accept RLF loan applications by completing the following tasks:
- a. Using DEO’s approved RLF application to applicants.
  - b. Accepting loan applications from potential borrowers.
  - c. Ensuring all applications and attachments are complete (including Environmental Reviews which include the review of impacts a prospective loan proposal may have on the physical environment).
  - d. Ensure the Environmental Review complies with EDA regulations (13 CFR §307.10)
  - e. Pulling credit reports (FICO, Experian or Transunion) of each loan applicant.
  - f. Completing DEO’s approved Underwriting Risk Measure Scoring Guide for each application.
  - g. Completing a Loan Write Up for each application.
  - h. Sending applications to Loan Administration Board for decisions.
  - i. Requesting additional information from applicants as required.
  - j. Logging and monitoring application statuses.
  - k. Logging and application decisions.
  - l. Maintaining and submitting application reports to DEO upon request.
3. Approve or deny loan applications by sending all applications to the Loan Administration Board for loan decisions and ensuring the Loan Administration Board Review form is completed for each RLF application and saved with other loan documents. The contractor must maintain a log with all application statuses and provide to DEO upon request.
4. Schedule and perform loan closings with approved borrowers. The contractor must use loan closing documents approved by DEO. The contractor must record and maintain the following documents, which are required for all RLF loans:
- a. Loan application
  - b. Loan agreement
  - c. Loan Administration Board Review form approving the RLF loan
  - d. Promissory note
  - e. Copy of borrower’s identification
  - f. Collateral verification and filings (as applicable)

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- g. Security agreement(s)
- h. Deed of trust or mortgage (as applicable),
- i. Agreement of prior lien holder (as applicable)
- j. Evidence that credit is not otherwise available

The contractor must provide any and all of the above documents upon request from DEO.

5. Disburse loan payments to eligible borrowers upon loan closing. Payment disbursements must be made via ACH, wire transfer, or bank check.

6. Receive and process loan repayments from borrowers.

7. Monitor all loan statuses and provide the following information to DEO upon request:

- a. Loan Numbers
- b. Recipient Name(s)
- c. Recipient Location
- d. Loan Purpose
- e. Loan Description
- f. Project NAICS Code
- g. Funding amount and sources
- h. Loan Closing Date
- i. Loan Term
- j. Loan Interest Rate
- k. If the Loan was Modified
- l. Loan Repayment Amount
- m. Payment Schedule
- n. Principal Repaid
- o. Interest Paid
- p. Fees Paid
- q. Loan Principal Balance
- r. Pre-Loan Jobs
- s. Jobs Created
- t. Jobs Saved
- u. Number of Delinquent Loans
- v. Number of Loans in Default
- w. Number of Written Off Loans
- x. Number of Fully Repaid Loans
- y. Any Required Loan Documents
- z. Repayment Status
- aa. Monthly status reports that include all loan statuses
- bb. Monthly invoices

## **C.6 Staffing Levels**

The contractor must have administrative staff that can manage the application and loans.

## **C.7 Professional Qualifications**

The Contractor must be a Community Development Corporation (CDC) or Community Development Financial Institution (CDFI).

## **C.8 Staffing Changes**

The successful Contractor shall staff the project with key personnel 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 (5) business days prior to substituting any key personnel, the Contractor shall notify DEO. Written justification should include documentation of the circumstances requiring the changes. 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**

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

All costs incurred in obtaining background screening 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 DEO and will be maintained by DEO's Contract Manager. DEO's Contract Manager will provide written approval/disapproval of the Contractor, Contractor's employees, agent, or subcontractor to the Contractor. Contractor, Contractor employees, agents, or subcontractors 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**

The service times are Monday through Friday 8:00am-5:00pm, excluding all holidays.

## **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 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

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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**

Payment 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 5<sup>th</sup> 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.

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 Responsibilities**

1. DEO's Contract Manager and programmatic staff will provide on-going training and technical assistance as needed to Contractor.
2. Assign a Contract Manager to manage the Contract.
3. Ensure the DEO Contract Manager provides information to the Contractor as required.
4. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
5. Be available for consultation throughout the project.
6. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
7. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
8. Maintain paper, electronic and final archive copies of all deliverables.
9. Expeditiously respond to inquiries or requests from Contractor.
10. Provide meeting sites when necessary.

### **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.4 Deliverables, Tasks, Performance Measures and Financial Consequences, of this Scope of Work will result in substantial injury to DEO and damages arising from

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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, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.4.

If Contractor has only one instance of failure to timely and satisfactorily complies with an approved corrective action plan, then DEO, in DEO's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the 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 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.

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

If a change of ownership of the company is anticipated during the twelve (12) months following the RFP Technical Proposal Due date, the Contractor must 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**

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

*- Remainder of Page Intentionally Left Blank -*



**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-015-BM, 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 -*

**ATTACHMENT A  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

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 3 (three) 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.)

|                             |    |
|-----------------------------|----|
| <b>Company Name:</b>        |    |
| Address:                    |    |
| Contact Name:               |    |
| Alternate Contact Name:     |    |
| Phone:                      |    |
| Email:                      |    |
| Description of Work:        |    |
| Service Dates:              | To |
| Approximate Contract Value: | \$ |

|                             |    |
|-----------------------------|----|
| <b>Company Name:</b>        |    |
| Address:                    |    |
| Contact Name:               |    |
| Alternate Contact Name:     |    |
| Phone:                      |    |
| Email:                      |    |
| Description of Work:        |    |
| Service Dates:              | To |
| Approximate Contract Value: | \$ |

|                             |    |
|-----------------------------|----|
| <b>Company Name:</b>        |    |
| Address:                    |    |
| Contact Name:               |    |
| Alternate Contact Name:     |    |
| Phone:                      |    |
| Email:                      |    |
| Description of Work:        |    |
| Service Dates:              | To |
| Approximate Contract Value: | \$ |

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

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

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**ATTACHMENT B  
COST PROPOSAL**

The Fiscal Administrator may not charge any other fees or costs to borrowers except the following:

- a) Application Fees - The Fiscal Administrator may charge application fees up to \$250-500 depending on loan amount.
- b) Loan Origination Fees - The Fiscal Administrator may charge loan origination fees up to two percent (2%) of the loan amount.
- c) Interest - The minimum interest rate that the Fiscal Administrator may charge is four (4) percentage points below the lesser of the current money center prime rate quoted in the *Wall Street Journal* or the maximum interest rate allowed under State law. In no event shall an interest rate be less than the lower of four percent (4%) or 75 percent of the prime interest rate listed in the *Wall Street Journal*. However, should the prime interest rate listed in the *Wall Street Journal* exceed fourteen (14) percent, the minimum RLF interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of Recipient to implement its financing strategy.
- d) Collection - The Fiscal Administrator may recover costs and fees incurred for any collection efforts due to a borrower's default.

For its cost proposal, Respondent shall complete the outlined spreadsheet below, listing all services provided in this solicitation including borrower fees and any necessary comments to clarify fees. Fee calculations should indicate whether the fee is flat or dependent on loan amount). Cost proposals will be scored based on total repayment costs to borrower on a 5 year (60 month), \$100,000 loan, at 7% interest with monthly payments using an amortization schedule. Below is an example proposal:

*Total Repayment by Borrower: (Application Fee = \$500 (flat)) + (Loan Origination Fee = \$2,000 (2% of loan amount)) + (Interest \$18,807) + (Principal \$100,000) = \$ 121,307.00*

The response should reflect all requirements described in this solicitation, including those described in Section C.3 of the Scope of Work, and costs to borrowers, however, it's the state's desire to limit the fees to borrowers. Provide a breakdown of proposed costs associated with the RLF:

| Item  | Amount | Comments |
|---|--------|----------|
| Application Fee                               |        |          |
| Loan Origination Fee                          |        |          |
| Interest                                      | 7%     |          |
| <b>Total Repayment Cost to Borrower:</b> [ \$ |        | ]        |

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

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

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**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.

---

**\*Authorized Representative's Signature**

---

**\*Typed Name and Title of Authorized Representative**

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

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**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 officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

The following persons have sought to influence DEO in this procurement on behalf of the Respondent:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

**Respondent Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

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

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**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.

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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**

---

**\*Typed Name and Title of Authorized Representative**

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

**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.

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**\*Authorized Representatives Signature**

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**\*Typed Name and Title of Authorized Representative**

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



**ATTACHMENT G  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their proposal a list of the subcontractors who may perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in similar services as required by this solicitation and is qualified to provide the services for which he/she is listed.

**In the event that no subcontractor will be used, this list shall be returned indicating “No Subcontractors will be used.”**

**NO SUBCONTRACTORS WILL BE USED:**

|                     |  |
|---------------------|--|
| Subcontractor Name: |  |
| Business Type:      |  |
| Address:            |  |
| City and Zip        |  |
| Phone #             |  |
| Licenses #          |  |

|                     |  |
|---------------------|--|
| Subcontractor Name: |  |
| Business Type:      |  |
| Address:            |  |
| City and Zip        |  |
| Phone:              |  |
| License #           |  |

|                     |  |
|---------------------|--|
| Subcontractor Name: |  |
| Business Type:      |  |
| Address:            |  |
| City and Zip        |  |
| Phone #             |  |
| Licenses #          |  |

|                     |  |
|---------------------|--|
| Subcontractor Name: |  |
| Business Type:      |  |
| Address:            |  |
| City and Zip        |  |
| Phone:              |  |
| License #           |  |

\_\_\_\_\_  
**\*Authorized Representative’s Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

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

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**ATTACHMENT H  
EVALUATION OF PAST PERFORMANCE**

Respondent's Name \_\_\_\_\_

Respondent's Reference Name \_\_\_\_\_

Person Interviewed \_\_\_\_\_

Interviewed By \_\_\_\_\_

Date of Interview \_\_\_\_\_

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = 0.5 points. \_\_\_\_\_

3. How would you rate the contractor's quality of work?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = 0.5 points. \_\_\_\_\_

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = 0.5 points. \_\_\_\_\_

5. How would you rate the contractor's use of appropriate equipment and methods?

Excellent = 2.5 points; Above Satisfactory = 2 points, Satisfactory = 1.5 points; Fair = 1 point; Poor = 0.5 points. \_\_\_\_\_

**Total Score** \_\_\_\_\_

Reference's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**ATTACHMENT I  
EVALUATION CRITERIA**

| <b>EVALUATION CRITERIA</b>   | <b>MAXIMUM POINTS AVAILABLE</b> |
|--|---------------------------------|
| <b>A. Tab 1 - Respondent's Management and Technical Plan</b>   | <b>70</b>                       |
| <b>1. Administration and Management</b>  | <b>35</b>                       |
| <ul style="list-style-type: none"> <li>• How well does the proposal demonstrate the organizational structure?</li> <li>• How well does the proposal demonstrate the Respondent's management style?</li> <li>• How well does the proposal demonstrate the Respondent's experience?</li> </ul>   |                                 |
| <b>2. Identification of Key Personnell</b>   | <b>35</b>                       |
| <ul style="list-style-type: none"> <li>• How well does the proposal demonstrate the Respondent's overall capabilities to accomplish the services requested?</li> <li>• How well does the proposal demonstrate the Respondent's approaches for accomplishing the services requested?</li> <li>• How well does the proposal demonstrate any safety concerns and how it will address those issues?</li> </ul> |                                 |
| <b>B. Past Performance References</b>  | <b>10</b>                       |
| <b>C. Cost Proposal</b>  | <b>25</b>                       |
| <b>D. Total Possible Points for the Response Submittal</b>   | <b>105 Points</b>               |

NOTE: The maximum available points (25 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 for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Proposal (= 25 points)

P = Points Awarded to each of the other Respondents

**ATTACHMENT J  
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:** \_\_\_\_\_

| <b>Respondent Question Number*</b> | <b>RFP Page Number, Section Number, Subsection Reference*</b> | <b>Question*</b> |
|------------------------------------|---|------------------|
| 1                                  |   |                  |
| 2                                  |   |                  |
| 3                                  |   |                  |
| 4                                  |   |                  |
| 5                                  |   |                  |
| 6                                  |   |                  |
| 7                                  |   |                  |
| 8                                  |   |                  |
| 9                                  |   |                  |
| 10                                 |   |                  |

\*Add rows as necessary.

\_\_\_\_\_  
**\*Authorized Representative's Signature**

\_\_\_\_\_  
**\*Typed Name and Title of Authorized Representative**

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

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**ATTACHMENT K  
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. 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 proposal has met all other requirements of the 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 [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been reviewed.

\_\_\_ 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 three (3) 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.

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- \_\_\_11. The Respondent shall submit one (1) signed original Cost Proposal and three (3) 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-015-BM**

Title: **Fiscal Administrator**

Proposal Opening Date & Time: **May 23, 2019 at 11:30 AM, Eastern Time**