



**INVITATION TO NEGOTIATE**  
**Client Data Management System**

**ITN # APD 13 - 007**

**Commodity Code #: 252-030; and 252-035**

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# 1 INTRODUCTION

## 1.1 *Statement of Purpose*

The purpose of this Invitation to Negotiate (“ITN”) is to solicit responses from qualified vendors to provide an integrated solution to replace manual processes and current antiquated line of business systems. The new system is to be known as the Client Data Management System (“CDMS”). The Agency for Persons with Disabilities (“Agency” or “APD”) intends to issue an award to a responsible and responsive vendor that can fully meet the requirements as described in this ITN and **Attachment A – Statement of Need** and provide the services as described in **Attachment B - Statement of Work** and offers the best value to the Agency and the State of Florida.

The scope of this project is a statewide effort to provide a modern integrated and secure client data management system for the Agency while providing continuation of mission critical processes as it is deployed and implemented.

The system shall provide a client centered, self-directed delivery care system that will integrate the infrastructure and data of many disparate systems and manual functions to streamline business processes, eliminate duplication, increase positive service delivery outcomes, enhance oversight, reduce fraud waste and abuse, and facilitate information exchange. In addition, the system shall also provide centralized administration, Health Insurance Portability and Accountability Act (“HIPAA”) compliancy and a flexible architecture that can adjust to changing business and legislative requirements as well as interface with essential systems.

The Agency is looking to the vendor to recommend a low-risk approach to accomplish this comprehensive effort while providing the best value for the State. The Agency is particularly interested in Commercial off the Shelf (“COTS”), Software as a Service (SaaS solutions that would meet the Agency’s core requirements and expedite the time to deployment. Any party or person interested in submitting a reply must comply with any and all of the terms and conditions described in this ITN.

The Agency seeks to procure a solution, in accordance with the requirements defined herein from one and only one contracting entity known as the vendor. The vendor shall be solely liable for contractual outcomes of the resulting contract and business relationship with the Agency.

## 1.2 *Agency Overview and Background*

APD serves a client base of approximately 54,000 clients of which approximately 29,000 currently receive services and 22,000 are on a waitlist receiving little to no services. The Agency has an operating budget of just over one billion dollars. The vast majority of this budget is utilized for services in the Home and Community Based Waiver program which is a federally matched program under the Centers for Medicare and Medicaid Services (“CMS”). The State is required to track, measure, report and provide quality improvement processes for 32 specific program performance measures in order to ensure the program

funding can continue. CMS further requires the State maintain a quality improvement system that is dependent on data collection, data analysis, and reporting.

CMS predicts in 2013 the projected losses due to fraud, waste, or abuse will be between 3 – 10% of Florida’s Medicaid budget. This fraudulent activity has a direct impact on APD’s capacity to serve persons with disabilities and protect the investment of Florida’s taxpayers. The Agency currently relies heavily on manual processes as well as disparate, decentralized and in many cases antiquated systems to collect, analyze and report data consistently. The Agency utilizes hundreds of spreadsheets to collect and analyze data which is extremely time consuming for staff and providers and prone to errors and inaccuracies. Overall, the current environment is inefficient, disposed to fraud and abuse, and difficult to track client outcomes.

The Agency needs an integrated enterprise client data management system that will automate manual processes, collect data at the client specific and provider specific level so analysis, tracking, reporting, fraud prevention and quality improvement processes can be improved. The system will provide an electronic client central record that will contain key data needed record client information, and to monitor agency performance, provider specific performance and measurable outcomes. Essential to this data system is the electronic visit verification to ensure that services are delivered as approved by the Agency.

### **1.3 ITN Organization**

This ITN is organized into the following sections:

<b>Section Name</b>	<b>Section Description</b>
Section 1: Introduction	Provides an introduction to this ITN
Section 2: ITN Process	Defines the procurement process, schedule, and constraints
Section 3: Requirements	List the Statement of Need and the Statement of Work
Section 4: ITN Response	Instructions for responding to the ITN
Section 5: Proposal Evaluation & Selection	Defines the evaluation and selection process
Attachment A	Statement of Need
Attachment B	Statement of Work
Appendix I	Notice of Intent to Submit a Reply
Appendix II	Certificate of Signature Authority
Appendix III	Vendor’s Certifications
Appendix IV	Evidence of Ability to Provide Payment and Performance Bond
Appendix V	Reference Form
Appendix VI	Agency Standard Contract
Appendix VII	Mandatory Requirements Checklist
Appendix VIII	Sample Evaluation Manual for Ranking/Shortlisting
Appendix IX	Sample Rating Summary Sheets

## **1.4 Proposal Submission – General Information**

### **1.4.1 Notice of Intent to Submit A Reply**

Any vendor intending to submit a proposal in response to this ITN is requested to complete and submit the “**Notice of Intent to Submit a Reply Form**” located in **Appendix I**. This form must be sent to the Procurement Manager specified in Section 1.8, on or before the date and time specified in Section 2.5.

### **1.4.2 Proposal Submission**

Proposers should prepare, package, and mark proposals according to the instructions below. Sealed proposals must be received according to the submission instructions by the APD Procurement Manager on or before the date and time specified in **Section 2.5 Procurement Schedule of Events and Deadlines**

**Submit proposals to:**

**Attention: Cassandra D. Jenkins, Procurement Manager**

**Agency for Persons with Disabilities**

**4030 Esplanade Way, Suite 225-C**

**Tallahassee, FL 32399-0950**

The proposal shall be delivered in sealed envelopes. The following shall apply:

- 1. DELIVERY MEANS AT THE CORRECT LOCATION (BUILDING AND ROOM) ON OR BEFORE THE REQUIRED DATE AND TIME. PROPOSALS DELIVERED LATE OR TO THE WRONG LOCATION WILL BE REJECTED.** APD assumes no responsibility for unmarked or incorrectly marked packages. APD assumes no responsibility for packages delivered to the wrong address, wrong office, or wrong room. APD will reject all proposals received late, regardless of the reason and regardless of the cause. APD recommends that the proposer confirm receipt of its proposal.
- Proposers should be aware that the 4030 Building is a secured facility. Proposers should allow sufficient time for obtaining admission through the security office, for multiple proposers may be attempting to submit proposals at the same time. If a hand truck is needed to deliver boxes, the proposer is responsible for providing the hand truck
- Each envelope shall be addressed as indicated above.
- The original and each copy of the Solution Reply, the Cost Proposal, the Financial Stability Documentation, and the electronic versions must be individually sealed in separate envelopes.
- The outside of each envelope must be clearly marked with the title of the reply, the ITN number, the vendor's name, return address and identification of enclosed documents (i.e., Solution Reply for APD ITN 13-007 Client Data Management System; Cost Proposal for **ITN APD 13-007 Client Data Management System**; Financial Stability Documentation for **ITN APD 13-007 Client Data Management**

**System**; or Electronic Copy of Reply for **ITN APD 13-007 Client Data Management System**);. The original reply must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 3, etc.).

6. One envelope or set of envelopes shall contain Volumes 1, 2, 3, and 5, including all paper and electronic copies. This envelope or set of envelopes shall not contain any Volume 4 (Cost) paper or electronic copies. This envelope or set of envelopes shall be conspicuously labeled with the volume number and name for the volume or volumes that are enclosed. One envelope or set of envelope shall contain Volume 4 (Cost), including all paper and electronic copies of Volume 4 only. The envelope or set of envelopes shall not contain any Volume 1, 2, 3, or 5 paper or electronic copies. This envelope or set of envelope s shall be conspicuously labeled "Volume 4 (Cost)".
7. All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Reply to APD Competitive Solicitation Number ITN APD 13-007 Client Data Management System for ITN APD 13-007 Client Data Management System.

#### **1.4.2.1 Hard Copy Reply Format**

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be, labeled and submitted in the order listed in **Sections 4.3. through 4.7.**

#### **1.4.3 Seven Conditions and Standards for Enhanced Funding for Medicaid IT Projects**

The proposed solution must comply with the Seven Conditions and Standards for enhanced funding for Medicaid IT projects. The Seven Conditions and Standards can be referenced at the following link: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

#### **1.4.4 Electronic Copy Format**

The required electronic format of the reply must be on non-rewritable CD-ROM/DVD. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. Replies must be able to be opened and viewed by the Agency utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on CD-ROM/DVD, the Agency reserves the right, at its sole discretion, to reject the entire reply.

#### **1.4.5 References to Separately Bound Material**

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The Agency's evaluators will not be responsible for searching for relevant reference material.

#### **1.4.6 Mandatory Reply Deadline**

All replies must be received by the Procurement Manager by the deadline, and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated.

#### **1.4.7 Electronic Transmittal of Proposal Replies**

Facsimile or electronic transmissions of proposal replies **will not** be accepted.

#### **1.4.8 Reply Amendments**

Any amendments to the reply as originally submitted by the vendor, not required by the Agency, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

#### **1.4.9 Number of Copies Required**

Vendors shall submit one (1) original and seven (7) copies of the Solution Reply, one (1) original and seven (7) copies of the Cost Proposal, and one (1) original and seven (7) copies of the Financial Stability Documentation. The original copy of both the Programmatic Reply and the Cost Proposal submitted to the Agency must contain an original signature of an official who is authorized to bind the vendor to their reply. Two (2) copies of the electronic version of the reply, each containing all three parts of the reply (programmatic, cost, and financial stability), identical to the hard copies, must also be submitted with the hard copies.

#### **1.4.10 Replies and Other Submissions Are Property of the State.**

These provisions apply in lieu of Section 19 of PUR 1001. All materials submitted in reply to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

#### **1.4.11 Replies and Other Submissions Are Subject to Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any



claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by the Agency, unless the claimed trade secret information is submitted in accordance with this **Section 1.4.11**. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

#### **1.4.12 How to Claim Trade Secret Protection**

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD/DVD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. 13-007 – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret, including citation to specific statutes and facts that authorize exemption of the information from public disclosure. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

#### **1.4.13 Vendor's Duty to Respond to Public Records Requests**

In response to any notice by the Agency that a public records request received by the Agency encompasses any portion of the separately bound part of the vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Agency with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must exclude or obliterate those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Agency is authorized to produce the records sought without any redaction.

#### **1.4.14 Agency Not Obligated to Defend Vendor Claims**

The Agency is not obligated to agree with the Vendor's claim of exemption and, by submitting a reply or other submission, the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the Agency for any and all claims and litigation (including litigation initiated by the Agency) arising from or relating to Vendor's claim that the redacted portions of its reply are confidential,

proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

## **1.5 Proposal Clarification Requests**

During proposal evaluation, APD may request clarification of information in submitted proposals, using the following process.

1. If APD detects an ambiguity or inconsistency within a proposal, APD may request clarification with a Clarification Request ("CR") describing the ambiguity or inconsistency. Note that APD will not generate a CR for an omission, even of a specified topic or mandatory requirement. APD may reject a proposal that omits a specified topic or mandatory requirement.
2. APD, via the APD Procurement Manager, will email the proposer the CRs with all CRs for that proposer.
3. Within three (3) working days of receiving CRs the proposer shall send to APD Procurement Manager (via email) the written clarifications with a letter binding the company to the contents of the clarifications and signed by an individual authorized to bind the company. The proposer should confirm receipt via email. APD will ignore clarifications that are received late and any written material that does not respond directly to a CR.
4. APD will use the written clarifications to update the proposal evaluation. APD may reduce a proposal's score for an unresolved CR.

Because APD will not generate CRs for proposal omissions, **DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY PROPOSAL DEFICIENCIES. DO NOT ASSUME LACK OF CRS INDICATES A COMPLIANT PROPOSAL.**

## **1.6 Proposal Evaluation**

The APD Proposal Evaluation Team ("Evaluation Team") will evaluate and score proposals using a team of technical and functional experts, as summarized below and described in detail in Section 5.

The APD Procurement Manager will evaluate proposals to determine if they comply with the mandatory items required of proposers and proposals. The APD Procurement Manager will reject all proposals that fail to comply and APD will not evaluate them further. The APD Procurement Manager will forward the non-cost volumes of all compliant proposals to the APD Proposal Evaluation Team for evaluation and scoring.

The Evaluation Team will evaluate and score the non-cost volumes of the Written Proposals of all compliant proposals received from the APD Procurement Manager. If clarification requests (as described in Section 1.5) are provided to proposers via the APD Procurement Manager, any valid and timely clarifications received will be considered in the evaluation. Pursuant to Chapter 2006-224, Laws of Florida, portions of Evaluation Team meetings that would reveal a system security plan may be closed to the public.

After the Evaluation Team has completed and submitted the evaluation and scoring of the non-cost volumes, on or about the date indicated in the procurement schedule, the APD Procurement Manager will forward the cost proposal of all compliant Written Proposals to

the Evaluation Team. This date is subject to change. Proposers are advised to review the VBS regularly for any schedule changes. The APD Budget and Finance team will evaluate the cost proposal and the financial reports and score the costs based on the cost evaluation defined in Section 5.5. Cost volumes for proposers that failed to comply with one or more mandatory requirements will not be opened.

### ***1.7 Term of the Agreement***

The anticipated start date of the resulting contract is **January 6, 2014**. The contract shall end on **June 30, 2014**. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Agency and shall be subject to the availability and appropriation of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

### ***1.8 Contact Person and Procurement Manager***

The Procurement Manager is the sole point of contact from the date of release of this ITN until the contract award is made.

Procurement Manager for this ITN is:

**Cassandra D. Jenkins,**

Agency for Persons with Disabilities

4030 Esplanade Way, Suite 225-C,

**Tallahassee, Florida 32399-0950**

Email: **Cassandra.Jenkins@apdcares.org**

Except as provided in **Section 2.6.4**, all contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. Except as provided in **Section 2.6.4**, no facsimiles or telephone calls will be accepted for any reason.

## **2 ITN PROCESS**

### **2.1 General Overview of the Procurement Process**

The Agency intends to negotiate with one or more proposers who are compliant with the mandatory requirements and qualify after the scoring of proposals.

Replies that meet the Mandatory Requirements of this ITN (see Section 4.3) and are otherwise responsive will be eligible for evaluation. Responsive vendor(s) will be evaluated and ranked for negotiation and will be posted as described in Section 5.5 of this ITN. Oral presentations by vendors may be requested as part of the shortlisting process. Following negotiations with vendor(s), the Agency will post a notice of intended contract award, identifying the vendor selected for award.

APD encourages a response from any capable proposer and has taken steps to create a fair and open negotiation process for this project resulting in the selection of the proposer who best demonstrates the ability to successfully implement a solution that meets the stated requirements and provides the best value for APD and the State of Florida. Members of the APD proposal evaluation team were selected not only to provide the necessary breadth and depth of experience relating to the scope of CDMS project but also to avoid any conflict of interest regarding the selection of a vendor.

The selection process is divided into two phases: the Evaluation Phase and the Negotiation Phase. During the Evaluation Phase, the Agency will evaluate all responsive and responsible replies against the evaluation criteria set forth in this ITN to establish a competitive range of replies reasonably justifiable of award. The Agency may select up to three (3) vendors within the competitive range with which to commence negotiations. During the Negotiation Phase, the Agency will meet with the selected vendor (s) to negotiate terms and conditions of a potential contract. The Agency will then post a notice of intent to award on the VBS.

APD welcomes responses that have innovative solutions and/or propose alternative funding mechanisms.

### **2.2 Official Notices and Public Records**

#### **2.2.1 Notices Regarding the ITN**

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the VBS website located at: <http://vbs.dms.state.fl.us/>.

In order to find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Agency for Persons with Disabilities
3. Scroll down to the bottom of the screen and click on "Initiate Search"

**It is the responsibility of prospective vendors to regularly check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.**

## **2.2.2 ITN Amendments**

APD reserves the right to amend this ITN. All ITN amendments will be in writing and will be posted electronically on the VBS web site. If unable to download an ITN amendment, contact the Procurement Manager referenced in section 1.8.

It is the responsibility of the proposer to monitor the VBS web site, as no additional notification will be provided when amendments are posted.

Verification of receipt of amendments will be required. Verification of receipt of amendments to this ITN must be sent to procurement manager referenced in Section 1.8.

## **2.3 Written Inquiries**

Prospective vendors' questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 1.8, via electronic mail, U.S. mail, or other courier service, and received on or before the date and time specified in Section 2.5. No questions will be accepted by facsimile or telephone. Copies of the responses to all written inquiries, and clarifications or addenda if made to the ITN, will be made available by the date and time specified in Section 2.5 through electronic posting on the VBS website at: <http://vbs.dms.state.fl.us/>

**It is the bidders' responsibility to confirm receipt of e-mailed inquiries. It is the responsibility of all potential bidders to monitor the VBS site for any changing information prior to submitting their bid.**

## **2.4 Receipt of Replies**

### **2.4.1 Reply Deadline**

Replies must be received by the Agency no later than the date and time and at the address provided in Section 2.5. All methods of delivery or transmittal to the Agency's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective vendor.

### **Acceptance/Rejection of Replies**

Replies must be received by the Agency no later than the time, date and location as indicated in Section 2.5, Calendar of Events and Deadlines. Any reply submitted shall remain a valid offer at least ninety (90) days after the reply submission date. No changes, modifications or additions to the replies submitted after the deadline for the Bid Opening has passed will be accepted by or be binding on the Agency. Replies not received either at the specified location, or by the specified date and time, or both, will be rejected and maintained by the Agency unopened.

The Agency reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is defined as a variation from the ITN terms and conditions that does not affect the price of the

bid, or give the Vendor an advantage or benefit, not enjoyed by other Vendors, or does not adversely affect the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation to do so whatsoever.

#### 2.4.2 Binding Replies

By submitting a reply, each vendor agrees that its reply shall remain a valid offer for at least ninety (90) days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.

#### 2.4.3 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Agency until the Agency initiates negotiations or requests supplemental replies. The Agency reserves the right to correct minor irregularities as provided in **Section 2.11**, but is under no obligation to do so.

#### 2.4.4 Receipt Statement

Replies that are not received at the specified address, by the specified date and time, will be rejected and returned unopened to the vendor by the Agency. The Agency will retain one unopened original for use in the event of a dispute.

#### 2.4.5 Public Records

Except as provided in **Section 1.4.10**, all electronic and written communications pertaining to this ITN, whether sent from or received by the Agency, are subject to the Florida public records laws. **Section 1.4.11** addresses the submission of trade secret and other information exempted from public inspection.

### 2.5 Procurement Schedule of Events and Deadlines

Listed in the Table 1 below is the procurement schedule that represents APD's best estimate of the schedule that will be followed. If deviations from this schedule occur, APD will publish an ITN amendment on the VBS. No liability will result from such deviations. All required proposer actions must be completed by the date and time in the schedule unless otherwise notified.

**Table 1: Schedule of Events and Deadlines**

ACTIVITY	DUE DATE	TIME Eastern	ADDRESS	Section Reference
ITN Advertised and Released on Florida VBS:	12/06/2013	5:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	2.2.1

ITN APD13-007  
Client Data Management System

Notice of Intent to Submit a Reply to be received by the Agency:	12/13/2013	4:00 pm	Attn: Cassandra Jenkins Procurement Manager Agency for Persons with Disabilities	2.5
Submission of Written Questions/Inquiries must be received by:	12/17/2013	noon	Attn: Cassandra Jenkins Procurement Manager Agency for Persons with Disabilities	2.8
Anticipated Date for Posting Agency's Response to Written Questions/Inquiries: (See Question and Answer Addendum)	12/30/2013	6:00 pm	DMS Vendor Bid System Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	2.8
Sealed Replies (Proposals) must be received by the Agency:	1/29/2014	2:00 pm	Attn: Cassandra Jenkins Procurement Manager Agency for Persons with Disabilities—see <b>Section 1.4.2 for delivery location</b>	2.9
*Reply Opening and Review of Mandatory Requirements:	1/29/2014	3:00 pm	Agency for Persons with Disabilities	2.9, 2.10
*Meeting of Agency Evaluators	2/3/2014	10:00 am	Agency for Persons with Disabilities	5.2
Oral Presentations <b>[if required]</b>	2/18/2014-2/21/2014	TBD	Agency for Persons with Disabilities	2.10
Anticipated Posting of Qualified Vendor(s) for Negotiation:	2/25/2014	5:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	5.2.5
Anticipated Negotiation Period:	2/26/2014-3/12/2014	N/A	To be determined and posted on VBS	5.3
Anticipated Posting of Intended Contract Award:	3/17/2014	5:00pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	5.4.6
Anticipated Effective Start Date of Contract/Project:	4/1/2014	5:00 pm		N/A

**\*All vendors are hereby notified that the meetings noted with an asterisk above (\*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public**

All times in the event schedule are local times for the **Eastern** Time zone. Although the Agency may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

### **2.5.1 Submission/Bid Bond Not Required**

A submission/bid bond is not required in order to submit a reply to this ITN.

## **2.6 Protests and Disputes**

Protests are allowed at specific points during the proposal process. Following the posting of the ITN, or any ITN amendments, proposers (or potential proposers) may protest specifications or other content of the ITN. Proposers may also protest following the posting of any Agency decision such as recommended award of the contract.

### **2.6.1 Time Limits for Filing Protests**

Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract shall file a notice of protest in writing within seventy-two (72) hours (Saturdays, Sundays and State holidays excluded) after the posting of the solicitation or decision or intended decision. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

### **2.6.2 Protests of Terms, Conditions and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking replies, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and State holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

### **2.6.3 Protest Bond Requirement**

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Agency's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was



submitted, the Agency shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and State holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to s. 120.57(3), F. S.

The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond.

#### **2.6.4 Filing a Protest**

A notice of protest, formal protest, and bond are "filed", when received by the contact person listed in **Section 1.8** above. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Agency's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor.

### ***2.7 Limitations on Contacting Agency Personnel and Others***

#### **2.7.1 General Limitation**

Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following the Agency's posting of the notice of intended award, Agency personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in Section 1.8 above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown. As part of a response to an Agency request for additional or clarifying information pursuant to Section 1.5 or inspection or an Agency investigation pursuant to Section 2.11.2, vendor representatives may communicate directly with other Agency personnel or consultants identified by the Procurement Manager for such purposes.

**PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES (F.S.), BIDDERS 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 THE AGENCY 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 MANAGER IDENTIFIED IN SECTION 1.8, CONTACT PERSON OR AS PROVIDED IN THE PROCUREMENT DOCUMENTS. VIOLATION OF THIS PROVISION MAY BE GROUNDS FOR REJECTING A BID.**

## **2.7.2 Contact During the Negotiations Phase**

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Agency is negotiating and the negotiations team for the Agency is permissible, but only "on the record" (as required by s. 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the lead negotiator for the prospective vendor(s) with whom the Agency is negotiating and the lead negotiator for the Agency outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective vendor representatives and other Agency representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Agency during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Agency personnel or consultants identified by the Procurement Manager or the Chief Negotiator for such purposes.

## **2.7.3 Violation of Contact Limitations**

Violation of the provisions of Section 2.4 of this ITN will be grounds for rejecting a reply, if determined by the Agency to be material in nature.

## **2.8 Request to Withdraw Reply**

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Agency within 72 hours after the reply opening date and time as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious vendor error.

## **2.9 Cost of Preparation of Reply**

By submitting a reply, a vendor agrees the Agency is not liable for any costs incurred by the vendor in responding to this ITN.

## **2.10 Form PUR 1001**

The standard "General Instructions to Respondents" Form PUR 1001 (11/06) is hereby incorporated into this solicitation by reference as if fully recited herein. Sections 3, 4, 5, 14, and 17 of the Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in Form PUR 1001 shall take precedence. The Form PUR 1001 form is available at: <http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

## **2.11 Agency's Reserved Rights**

### **2.11.1 Waiver of Minor Irregularities**

The Agency reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and

conditions of this ITN which does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Agency may request vendor to provide clarifying information or additional materials to correct the minor irregularity. However, the Agency will not request and the vendor shall not provide additional materials that affect the price of the proposal, or give the vendor an advantage or benefit not enjoyed by other vendors.

### **2.11.2 Right to Inspect, Investigate and Rely on Information**

In ranking replies for negotiation and in making a final selection, the Agency reserves the right to inspect a vendor's facilities and operations, to investigate any vendor representations and to rely on information about a vendor in the Agency's records or known to its personnel.

### **2.11.3 Rejection of All Replies**

The Agency reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

### **2.11.4 Withdrawal of ITN**

The Agency reserves the right to withdraw the ITN at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

### **2.11.5 Reserved Rights After Notice of Award**

*2.11.5.1 The Agency reserves the right to schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those vendors.*

*2.11.5.2 The Agency reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.*

### **2.11.6 Other Reserved Rights**

- The Agency reserves all rights described elsewhere in this ITN.
- The Agency reserves the right to request additional information to assess the vendor's capabilities.
- The Agency reserves the right to contact any past or current customers of the vendor for references.
- The Agency reserves the right to negotiate with one or more vendors, either sequentially or concurrently, or not negotiate at all.
- The Agency reserves the right to exercise all, some, or none of any applicable renewal option.

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- The Agency reserves the right to use any idea proposed unless otherwise protected by Florida Statute.
- The Agency reserves the right to substitute APD equipment, services, or resources in lieu of same proposed by vendor.

## 3 REQUIREMENTS

### 3.1 Vendor Qualifications

#### 3.1.1 Mandatory Requirements

The vendor must meet the requirements outlined in **Attachment A: Statement of Need**.

#### 3.1.2 Vendor Disqualification Under PUR 1001

Persons or affiliates placed on the Convicted Vendor List or the Discriminatory Vendor List are disqualified pursuant to Sections 7 and 8 of PUR 1001.

#### 3.1.3 Vendor Disqualification for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for disqualification. To be disqualified as a vendor under this provision, the vendor must have:

- Previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency;
- Had a contract terminated by the Agency for cause; or
- Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts prior to contract execution.

### 3.2 Minimum Programmatic Requirements/Specifications

The vendor shall propose a solution based on the requirements identified in **Attachment A: Statement of Need**. The selected Vendor shall at a minimum perform the tasks outlined in **Attachment B: Statement of Work** in accordance with all terms and conditions thereof.

### 3.3 Composition of the Contract

The contract awarded as a result of this ITN will be composed of:

#### 3.3.1 Standard Contract

The Agency's Standard Contract (**Appendix VI**) contains general contract terms and conditions required by the Agency for all vendors. The Standard Contract will also contain such attachments, exhibits, or other documents that will be generated as a result of the negotiations between the parties.

#### 3.3.2 Statement of Work

*The terms and conditions contained in this ITN document constitute the basis for the Statement of Work (Attachment B), which contains additional contract terms and conditions which may be required of the successful vendor. It will be inserted into the*

*contract after all terms and conditions have been determined. All appropriate clauses will be included at that time.*

### **3.3.3 Form PUR 1000**

This form contains standard contract terms and conditions that will apply to the contract that results from the ITN. In the event of any conflict between the PUR 1000 form and any terms and conditions in the Standard Contract or Statement of Work, the terms and conditions in the contract shall take precedence over the conflicting term in the PUR 1000 in accordance with the provisions of Section 3.4 below. However, if the conflicting term in the PUR 1000 is required by any section of the Florida Statutes, the terms contained in PUR 1000 shall take precedence. Form PUR 1000 can be found at: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

### **3.3.4 Other Attachments or Exhibits**

All other attachments and exhibits to the contract referenced in this ITN shall also be part of the resulting contract, if any.

## **3.4 Order of Precedence**

In the event of conflict in terms among the foregoing, the following order of precedence will apply. The reply submitted in response to this ITN and any additional submittals may be incorporated into or attached to the contract but will not change the provisions of the below documents.

1. Statement of Work.
2. Any attachments, exhibits or other documents incorporated into the Statement of Work by reference.
3. Any attachments, exhibits or other documents incorporated into the Standard Contract by reference.
4. The Agency's Standard Contract.
5. Form PUR 1000.
6. The vendor's proposal.

However, if there is a conflict between any section of the Florida Statutes and any term contained in the foregoing, the Florida Statute shall take precedence.

## **3.5 Vendor Registration in MyFloridaMarketPlace**

Any Vendor awarded the resulting Contract from this Bid must be registered in the MyFloridaMarketPlace eProcurement System unless exempted by Rule 60A-1.030(3), F.A.C.

In order to be paid, each vendor doing business with the State must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.030(3), F.A.C. If the vendor is already registered in MyFloridaMarketPlace prior to submitting a reply, the vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should

include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply, however, proof of registration or exemption must be provided prior to execution of a contract, if any.

### **3.6 *MyFloridaMarketPlace Transaction Fee***

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System, pursuant to subsection 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code (F.A.C.). By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit of any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees may be excluded from conducting future business with the State.

### **3.7 *Performance and Payment Bond Required Prior to Contract Execution***

The selected vendor is required to submit a performance and payment bond [irrevocable letter of credit or cashier's check in the amount and in the form required by Appendix IV prior to contract execution].

## 4 Proposal Preparation (Response to ITN)

### 4.1 Proposal Response - General Information

#### 4.1.1 Required Content

Within this ITN the use of “shall,” “will,” or “must” indicates a mandatory requirement or mandatory action. APD may consider failure to meet a mandatory requirement to be a material deficiency in which case APD will reject the proposal and not evaluate it further.

The use of “should” indicates a desired requirement. APD will not reject a proposal that fails to meet desired requirements. However, APD will consider desired requirements in the scoring of each proposal.

When evaluating a proposal for specific evaluation criteria, evaluators will focus on the proposal section where this ITN requires the information to be provided. EVALUATORS WILL NOT SEARCH THE ENTIRE PROPOSAL FOR REQUIRED INFORMATION THAT IS NOT INCLUDED IN OR REFERENCED FROM THE APPROPRIATE SECTION.

#### 4.1.2 Replies to be Thorough

Vendors must provide thorough and specific replies in the Solution Reply for how they propose to address each of the requirements as specified in the **Statement of Need in Attachment A** of this solicitation, and must include all the documentation required in **Section 4.3** in a separate Cost Proposal, as well as the separate Financial Stability Documentation required. Vendors are advised to consider the sample evaluation criteria set forth in **Appendix VIII and IX**. Vendor replies must follow the format described below.

#### 4.1.3 Seven Conditions and Standards for Enhanced Funding for Medicaid IT Projects

The proposed solution must comply with the Seven Conditions and Standards for enhanced funding for Medicaid IT projects. The Seven Conditions and Standards can be referenced at the following link: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

#### 4.1.4 Reply Clarity Essential

Vendors are advised that the Agency’s ability to conduct a thorough review of replies is dependent on the vendor’s ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the vendor.

#### 4.1.5 Replies to be Concise

The reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the vendor’s capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content.



## 4.2 Proposal Structure and Content

The structure and content of the vendors reply (proposal) should follow the structure and layout identified in **Sections 4.3 through 4.7**

### 4.3 Volume 1 (Management)

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 1 OR ON THE ELECTRONIC MEDIA CONTAINING VOLUME 1 WILL RESULT IN REJECTION OF THE PROPOSAL.

#### 4.3.1 Volume 1 Organization and Contents

The proposal should include the sections shown in the Table 2 below in the column headed “Proposal Section Title and ITN Section Title”. The proposal sections should be in the order indicated in the Table. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “Proposal Section” and “Proposal Section Title and ITN Section Title”. The proposal should also address all relevant requirements from **Attachment A – Statement of Need and Attachment B – Statement of Work**.

**Table 2: Required Organization and Contents for Volume 1 - Management**

Proposal Section	Proposal Section Title and ITN Section Title	ITN Section
<u>Section 1</u>	Letter of Transmittal	4.3.1.1
Unnumbered	Title Page	4.3.1.2
Unnumbered	Table of Contents	4.3.1.3
Unnumbered	Executive Summary	4.3.1.4
<u>Section 2</u>	Vendor Information	4.3.1.5
Section 2.1	Company Profile and Financial Statements	4.3.1.6
Section 2.2	Experience and Qualifications	4.3.1.7
Section 2.3	References	4.3.1.8
Section 2.4	Subcontractors' Experiences and Qualifications	4.3.1.9
Section 2.5	Subcontractors' References	4.3.1.10
Section 2.6	Overall Staffing and Organization Approach	4.3.1.11
Section 2.7	Proposed Key Staff	4.3.1.12
Section 2.8	Support Needed from APD	4.3.1.13
<u>Section 3</u>	Management Approach and Methodologies	4.3.1.14

Section 3.1	Project Planning, Project Schedule and Staffing Assumptions	4.3.1.15
Section 3.2	Project Management Methodology and Management Support	4.3.1.16
Section 3.3	Training/Workforce Transition	4.3.1.17
Section 3.4	Risk Management	4.3.1.18
Section 3.5	Issue Management	4.3.1.19
Section 3.6	Quality Management	4.3.1.20
Section 3.7	Configuration Management	4.3.1.21
Section 3.8	Development Approach and Methodology	4.3.1.22
Section 3.9	Development Effort Basis of Estimate	4.3.1.23
Section 3.10	Help Desk Operations	4.3.1.24

**4.3.1.1 Letter of Transmittal**

The Letter of Transmittal serves as the document covering transmittal of the proposal package.

The original Letter of Transmittal shall be included in the Original/Master Copy (copy one) of Volume 1. Duplicated copies of the Letter of Transmittal shall be included in other copies of Volume 1. The Letter of Transmittal shall include:

1. The date the proposal is submitted
2. A statement expressing the corporate commitment to the CDMS project
3. A brief statement of the understanding of the work to be done
4. A statement that the proposal is valid until a contract is signed by both the selected proposer and APD or until APD determines that no award will be made based on responses to this ITN
5. The name, title, address (including e-mail), and telephone numbers of the individual who will be authorized to perform contract administration and other contact persons for any proposal clarification requests
6. A statement that a performance bond will be posted upon award of contract
7. A statement that the Firm, as the Contractor, is authorized to serve as the prime contractor and assumes responsibility for the product and service delivery of all approved subcontractors
8. A statement that the Firm owns or has the right to [sell/install and operate] the proposed [software/equipment/services]
9. A statement to the Firm's certification as to the accuracy of the response
10. A statement that Firm agrees to not seek indemnification from the Agency for any costs or services relating to the response to this ITN
11. A signature, in ink, by an individual who is authorized to bind the organization to legal contracts

#### **4.3.1.2 Title Page**

The title page shall include: “**ITN APD 13-007 Client Data Management System**”, the date and the name and address of the proposer.

#### **4.3.1.3 Table of Contents**

The Table of Contents for Volume 1 shall identify the major topics and sub-topics of the volume and provide page numbers.

#### **4.3.1.4 Executive Summary**

The executive summary shall be limited to no more than ten (10) pages and should provide a concise summarization of the software and services offered to meet APD’s needs, the proposer’s approach to providing the services and the benefits that the State will derive from completing the project, and documentation as to why the proposer is best qualified to perform this engagement.

#### **4.3.1.5 Section 2 – Vendor Information**

##### **4.3.1.6 Section 2.1 - Company Profile and Financial Statements**

The proposal shall include a brief company profile discussing the proposing company’s history, size, location, and general qualifications, including:

1. Home office location and local presence
2. An overview and brief history of the firm
3. Year company was founded
4. Year company began to offer software COTS, SaaS, development, integration services
5. Current number of staff employed (total staff count and the number supporting systems for the developmentally disabled).
6. Describe any relevant litigation brought against the company within the last five years
7. Describe all litigation brought against the company relevant to any proposed COTS packages
8. Describe any contracts where the company’s performance was terminated within the last five years for breach or default
9. Financial Statements for the past three years

##### **4.3.1.7 Section 2.2 - Experience and Qualifications**

The proposal shall provide information regarding the company’s experience with Information Technology system development or integration.

1. Describe the organization’s qualifications, experience, and other pertinent information that demonstrates the organization’s ability to successfully complete the CDMS system
2. Describe the proposer’s experience with systems similar to CDMS
3. Describe experience where Project Management was successful and contributed to

the project's success

The proposal shall provide information regarding the proposing company's experience with any proposed Commercial Off the Shelf (COTS). If applicable, the proposal shall include the following information:

1. Number of years providing each COTS SaaS
2. Number of current or past projects that included the proposed COTS SaaS
3. List of State agencies providing developmental disability services where the proposed COTS solution is in use.
4. Discussion of the future approach and philosophy for upgrading the proposed COTS software product

#### **4.3.1.8 Section 2.3 - References**

The proposal shall describe three or more past projects that are relevant to the requirements of this ITN. A current project is acceptable as long as the system is currently in operational use. The experiences should include development or integrated implementation of IT systems having contract values greater than \$1,000,000.00, serve a large number and varying type of users (e.g. state personnel, providers, families, self-advocates, case managers, etc.) preferably utilize web technologies, include data conversion from one or more legacy systems, and include training development and delivery. For each project, include:

1. Project title, client organization, and project reference, with phone and email address
2. Period of performance (initial and final). Explain any delay in project completion.
3. Contract value (initial and final). Explain any growth in contract value.
4. The degree to which the project was successful with respect to customer acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project.
5. Describe how the project was similar to CDMS and correlate project functions to the functional areas

The proposer shall send out the Reference form, **Appendix V**, to the customers of projects described and request that the form be completed by the customers, signed, and returned directly to the APD Procurement Manager. The customer that signs the form shall submit the completed form directly to the APD Procurement Manger, not return the form to the proposer for inclusion in the proposal.

The proposer shall ensure that APD receives three completed and signed reference forms from three different customers to evaluate. The proposer may wish to complete the Contractor Information, Reference Information, Project Description, and Project Data portions of the form before sending it to a customer. The customer must fill out the Project Evaluation portion of the form and sign the form. The customer must send the form directly to the APD Procurement Manager

The completed forms are due at the same time as the proposal, so the proposer should allow enough time for the forms to be completed and submitted. If APD has not received three Customer Reference Survey forms by the due date, APD will notify the proposer and allow one week for the proposer to follow up on missing reference forms or request others.

#### **4.3.1.9 Section 2.4 – Subcontractors' Experience and Qualifications**

The contractor must assume full responsibility for all services required to be performed under the contract. APD will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under the contract. If any part of the work is planned to be subcontracted, the proposer's response must include a list of subcontractors, including the firm name, address and contact person of each subcontractor, a complete description of the work to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's organizational abilities.

The proposal should describe the roles and responsibilities subcontractors will have in the project, how subcontractor performance will be managed, and the authority of the prime contractor over subcontractors. For each subcontractor, the proposal should identify each deliverable on which the subcontractor will work and the extent of the subcontractor's responsibility for that deliverable.

#### **4.3.1.10 Section 2.5 – Subcontractors' References (If utilized)**

The proposal should describe two past corporate projects that are relevant to the requirements of this ITN. A current project is acceptable as long as the system is currently in operational use. For each project, include:

1. Project title, client organization, and project reference, with phone and email address
2. Period of performance (initial and final). Explain any delay in project completion.
3. Contract value (initial and final). Explain any growth in contract value.
4. The degree to which the project was successful with respect to customer acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project.
5. Describe how the project was similar to CDMS and correlate project functions to the CDMS functional areas  
No Customer Reference Survey Forms are required to be submitted for subcontractors

#### **4.3.1.11 Section 2.6 – Overall Staffing and Organizational Approach**

The proposal shall include an organizational chart that shows all Key Staff members and their assignments, along with any other staff positions required by the proposer's management and implementation approach. The section should describe the organization structure, management structure and corresponding communications and reporting.

#### **4.3.1.12 Section 2.7 – Proposed Key Staff**

The proposal shall identify the following Key Staff as defined in **Attachment B - Statement of Work**.

Key staff members may be from the prime contractor or from subcontractors. Where possible, key staff members should have worked on one or more of the projects cited as past corporate experience.

The proposal shall identify the Key Staff members for this project and describe their position, responsibility on project, years of pertinent experience, education, certifications, and why that

individual is well qualified to work on the CDMS project. The proposal shall identify the labor category under which each Key Staff member would perform a change order. Labor category rates shall not be included in this volume of the response.

The proposal shall identify the Key Staff member (or other staff member by name and title) that is responsible for each of the required or proposed deliverables.

Key Staff members acting in key roles on the project shall be identified by name in the proposal and shall be available for the duration of the project. If key staff members are removed from the project without APD consent the vendor may be subject to financial penalties as defined in the contract.

The proposal shall include the following information for each Key Staff member:

- 1) A resume, including:
  - a. Name
  - b. Description of up to four (4) applicable qualifications and experience
    - Focus first on projects of comparable type, size and complexity; then list other pertinent work history experience
    - Present as one paragraph (bulleted format is acceptable)
    - Include From Date – To Date
    - Provide role/capacity
    - Project Budget/Size
    - Brief description of project
    - Key duties performed
  - c. Three (3) professional references including:
    - Name
    - Email address
    - Phone number of contact person(s)
    - Description of work performed
    - Dates of work from work on similar projects in the public sector
  - d. All applicable education degree programs and/or completion of management, technical, software, instruction, training or course work certification including:
    - Name of Institution/Providing Organization
    - Certification Earned and Date Earned
    - Area of Study/Focus
    - Dates of Attendance
- 2) A statement confirming the contractor is authorized to submit the proposed staff member for the applicable role.
- 3) A statement confirming the proposed staff member possesses no actual, potential, or appearance of a conflict of interest regarding any element of this effort.
- 4) Supplemental information in support of the candidate may also be provided. The Agency requests that any supplemental information provided be kept brief and strictly

related to this request.

- 5) Resumes should not contain any pricing information to help facilitate unbiased selection of the position by the evaluation team.

#### **4.3.1.13 Section 2.8 – Support Needed from APD**

The proposal should describe all support needed from APD (both PMO and Technical staff) during the entire project. This should include roles and responsibilities, numbers, level of expertise, and anticipated work effort dates and duration of tasks, for example, cleansing of legacy system data or training facility preparation. The proposers should be specific about the anticipated roles and responsibilities of the resources to be provided by APD

#### **4.3.1.14 Section 3 – Management Approach and Methodologies**

#### **4.3.1.15 Section 3.1 – Project Planning, Schedule and Staffing**

The proposer should analyze the requirements defined in this ITN and **Attachment A– Statement of Need and Attachment B– Statement of Work** and define a project approach that, based on experience, will result in a successful implementation for APD. This methodology should serve as a basis for the services being proposed, the timing of activities, and the resources assigned to the project. The proposer should present the rationale for the recommended approach. Particular attention should be paid to the integration and coordination of related activities allowing convergence at appropriate points to ensure project success. The proposal should contain a high-level view of the proposed approach and lifecycle for the implementation activities, including an overview of project services, proposed project organization, major activities, timeframes, dependencies, inputs, outputs, and deliverables as discussed in the Statement of Work. This section should illustrate the proposer's approach for ensuring adequate integration and coordination among the various project services and their related work packages, schedules, and resources. The proposer should also describe and discuss how any assumptions are met through its proposed approach. The proposal should include a preliminary detailed Microsoft Project schedule based on the Contract Start Date specified in **Section 1.7**. The project schedule should be resource loaded and it should distinguish resources by source (i.e. contractor, APD project resource, APD business process owner, APD Technical support staff). The printed proposal should include a Gantt view showing tasks, start and end dates and task dependencies. The electronic Microsoft Project file provided in electronic format should include task dependencies, task usage and resource usage information. The proposal should include a time-phased profile of the total staff who will be working on the project. APD expects that most of the contractor staff, both those in Key Staff positions and others, will work at the local project facility and be allocated to the project full time during the period in which they are engaged on the project. Any exceptions to this must be clearly identified in the contractor proposal.

#### **4.3.1.16 Section 3.2 – Project Management Methodology and Management Support**

The contractor must propose a project management methodology that is compliant with the Project Management Institute (PMI) most current Project Management Body of Work (PMBOK) and that will integrate with industry standard System Development

Lifecycle Management (SDLC) methodology. The proposal should provide a discussion of its project methodology and the benefits to be derived by APD in using this methodology for this project. Sufficient detail should be provided so that APD will be able to evaluate the value of such methodology. The proposal should describe how all project management tasks are performed, what (if any) tools are used, associated staff responsibilities, and how the project management methodology will support the project's successful completion. In addition, the proposal should suggest project controls, standards, and procedures for all project tasks. The proposal should describe how the controls provide APD high visibility into project status and establish APD control of project planning decisions. The contractor must perform project management activities consistent with the proposed methodology and industry best practices.

#### **4.3.1.17 Section 3.3 – Training/Workforce Transition**

The proposal should describe the proposer's approach for conducting communication and training activities. The approach must outline APD's involvement and responsibilities and specify how the contractor will support APD's organizational change. In addition, this section should contain a discussion of the qualifications and experience of the proposer or subcontractor to deliver the services in this area. For each type of significant stakeholder, describe the objectives for educating or informing the stakeholder, the communication planning process, proposed communication approach, the communication techniques which will be used, and the mechanism to be used to evaluate the effectiveness of the delivery of the communication. This description should address the relative merits of materials such as videos, brochures, posters, and other means of communication.

#### **4.3.1.18 Section 3.4 – Risk Management**

The proposal should describe the proposer's approach to planning, performing and monitoring risk management activities.

#### **4.3.1.19 Section 3.5 – Issue Management**

The proposal should describe the proposer's approach to planning, performing and monitoring issue and action item management activities.

#### **4.3.1.20 Section 3.6 – Quality Management**

The proposal should describe the proposer's approach and specific activities and timelines to planning, performing and monitoring quality management activities. The proposal should describe the proposer's approach for ensuring IT best practices are being used throughout the SDLC.

#### **4.3.1.21 Section 3.7 – Configuration Management**

The proposal should describe the proposer's approach to planning, performing and monitoring configuration management activities.

#### **4.3.1.22 Section 3.8 – Development Approach and Methodology**

The proposal should include a high-level view of the proposed development approach



and methodology that defines lifecycle tasks for the implementation activities included in this ITN. The methodology should be a documented, industry accepted development methodology. The proposal should explain how the development approach will be integrated and managed within the project management methodology. The proposal should describe how the methodology will break the development process into multiple well defined and bounded phases that are easily adaptable to the solution. The proposal may include alternate deliverables that are compatible with the methodology proposed.

**4.3.1.23 Section 3.9 – Development Effort Basis of Estimate**

The proposal should describe the estimating methodology used as the basis to determine the estimated level of effort for the project. The estimating rationale for all labor components should be provided. Responses must include a list of “Facts and Assumptions” used in developing the estimates.

**4.3.1.24 Section 3.10 - Help Desk Operations**

CDMS will require a multi-tiered help desk capability. Tier one support answers the initial call and resolves simple or frequent problems. Tier two support answers questions that are less common and require program expertise. Tier three requires system expertise to solve an intricate software problem. The proposal shall describe a breakout of the responsibility for providing help desk operations during Post Deployment Support, including the role and level of support that will be provided by the contractor and by APD for operations and maintenance.

**4.4 Volume 2 (Technical)**

It is imperative that no cost information be included in this volume or any other volume except the cost volume. **INCLUDING COST INFORMATION IN VOLUME 2 OR ON THE ELECTRONIC MEDIA CONTAINING VOLUME 2 WILL RESULT IN REJECTION OF THE PROPOSAL.**

**4.4.1 Volume 2 Organization and Contents**

The proposal should include the sections shown in the Table 3 below in the column headed “Proposal Section Title and ITN Section Title”. The proposal sections should be in the order indicated in the Table. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “Proposal Section” and “Proposal Section Title and ITN Section”. The proposal should also address all relevant requirements from **Attachment A – Statement of Need and Attachment B – Statement of Work.**

**Table 3: Required Organization and Contents for Volume 2 - Technical**

Proposal Section	Proposal Section Title and ITN Section Title	ITN Section
<u>Unnumbered</u>	Table of Contents	<b>4.4.1.1</b>
<u>Section 4</u>	Requirements Compliance	4.4.1.2

Section 4.1	State Statute and APD Rule Requirements	4.4.1.3
Section 4.2	Information Technology and Business Supporting Requirements	4.4.1.4
Section 4.3	Business Unit Functional Requirements	4.4.1.5
Section 4.4	Statement of Work	4.4.1.6
<u>Section 5</u>	Technical Approach	4.4.1.7
<u>Section 5.1</u>	Technical Architecture	4.4.1.8
Section 5.2	COTS Customization and Integration	4.4.1.9
Section 5.3	Fixes and Upgrades	4.4.1.10
Section 5.4	System Interfaces	4.4.1.11
Section 5.5	Adaptability	4.4.1.12
Section 5.6	Maintainability	4.4.1.13
Section 5.7	System Performance	4.4.1.14
Section 5.8	Usability	4.4.1.15
Section 5.9	System Capacity	4.4.1.16
Section 5.10	Known Risks	4.4.1.17

**4.4.1.1 Table of Contents**

The Table of Contents for Volume 2 shall identify the major topics and sub-topics of the volume and provide page numbers.

**4.4.1.2 Section 4 - Requirements Compliance**

Each and every requirement that cannot be met in its entirety by the solution being proposed for the proposed firm fixed price (“FFP”) must be described and explained in this section. If a given requirement can only partially be met, a clear explanation of what can and what cannot be met must be included. If a given requirement is possible with the solution, but is NOT included within scope for the proposed FFP, the additional cost of fulfilling the requirement must be provided. This section may include references to additional sections below for further details as to how a specific requirement will or will not be fully met.

**4.4.1.3 Section 4.1 – State Statute and APD Rule Requirements**

The contractor should describe its commitment to delivering a system that conforms to the State statute requirements as defined in the APD and AHCA Rules.

#### **4.4.1.4 Section 4.2 – Information Technology and Business Supporting Requirements**

The contractor shall describe in the proposal how each sub-section of the Business Supporting requirements defined in **Attachment A – Statement of Need** of this ITN shall be satisfied by the proposed system. Any exceptions must be clearly noted.

#### **4.4.1.5 Section 4.3 - Business Unit Functional Requirements**

The contractor shall describe in the proposal how each sub-section of the Business Unit Functional requirements defined in **Attachment A – Statement of Need** of this ITN shall be satisfied by the proposed system. Any exceptions must be clearly noted. This shall be accomplished by completing the Requirements Matrix columns provided in the **Attachment A: Statement of Need** and submitting the updated file as **Section 4.3** of the response.

#### **4.4.1.6 Section 4.5 – Statement of Work**

The contractor shall describe in the proposal how each sub-section of **Attachment B – Statement of Work** of this ITN shall be satisfied. Any exceptions must be clearly noted with reference to the specific section number and title as provided in **Attachment B – Statement of Work**.

#### **4.4.1.7 Section 5 – Technical Approach**

The Vendor must provide a detailed project solution and project plan. This should include a comprehensive technical overview of the solution as well as a detailed work plan indicating how the Vendor will accomplish the tasks and deliver the system and services required in **Attachment A – Statement of Need and Attachment B – Statement of Work**.

If the proposed solution includes the integration of multiple COTS packages or existing application systems, the proposal shall thoroughly explain the approach to the integration of the interfaces and the data, for a seamless user experience.

The proposal shall include system diagram(s), database models, entity relationship diagrams (ERDs), and comprehensive visuals as needed to show relationships between hardware and software components and databases.

The proposed project work plan shall meet all of the following conditions at a minimum:

- Identify all major deliverables to be furnished
- Identify necessary major tasks to be performed
- Specify any tasks which are dependent upon the completion of other tasks
- Identify completion dates for all major tasks identified in the work plan
- Specify accountable parties for each major task
- Identify the APD resources needed to perform the tasks
- Specify the approximate number of hours to be spent on this project by each level of personnel, and the nature of work to be performed by such personnel
- A baseline plan must be provided to support identification of deviations from the

initial plan

All technical resources must be clearly defined, both for the implementation project, as well as for production operations and support. This includes but is not limited to all of the following:

1. Hardware – all workstation, server, network, and peripheral hardware requirements and resources must be clearly stated.
2. Software – all software requirements and resources must be clearly stated, including specific numbers and types of licenses, software versions, patch numbers (if appropriate), add-ons, etc. for all platforms, including workstations, application/web servers, database servers, imaging/scanning, etc.
3. Data Storage – all anticipated data storage requirements and resources must be clearly stated, including storage requirements for all environments needed for development, testing, production, backup/recovery, etc.
4. Network – all network/communication requirements must be clearly stated, such as anticipated bandwidth usage and any network/communication equipment and technology not already implemented at APD.
5. Technical staff – For Non-SaaS solutions all network and server hardware and software, including all databases, will be installed, managed, and maintained by the Southwood Shared Resource Center (State Primary Data Center). Resources and skillsets needed to do this must be clearly stated, including work effort needed for implementation as well as for ongoing operational support. Additionally, all other necessary technical resources (e.g. application development and project management) must be clearly stated. All work effort must be included in the project work plan, including task description, estimated work effort, task dependencies and planned dates.
6. Recurring Technical Resources – Recurring resources in the form of license renewals, hardware and software maintenance/support agreements, DIS technical support resources/skillsets, etc., must be clearly stated.

**NOTE:** Please keep in mind that NO cost figures are to be included in the Technical portion of the proposal. All costs, including recurring costs, are to be identified ONLY in the Cost portion of the proposal.

**4.4.1.8 Section 5.1 - Technical Architecture**

The proposal should provide a detailed description of the proposed technical architecture and system landscape, including a hardware and system software configuration sufficient to meet the requirements stated in this ITN and support the proposed solution. Proposals should include the hardware and software required for the proposed solution to meet all requirements, and to support the required level of system performance. Include all pertinent environments (development, test, QA, training, production, data warehouse, etc.). Include all HW/SW/media necessary to perform real-time transactional processing, data warehouse, batch processing, operational backup and recovery procedures, and all other aspects of the full system lifecycle for the proposed solution.

The proposal should itemize all hardware that will be required to develop, test, train, and implement the proposed CDMS system and associated costs. This hardware must

correspond to the proposed architecture solution provided in proposal Volume 2 (Technical) and should include any hardware required by the proposed solution. The proposal should provide specifications for the proposed hardware (CPU type and speed, RAM size, hard drive size and speed, and other required capabilities) and justify the need for the added hardware. The proposal should show the itemized costs for all components to include hardware, software, cables/connectors, shipping, installation, start-up supplies/equipment and any other goods/services. Pricing information must include all items that may be needed to provide a configuration of equipment to APD. Any recurring charges for ongoing hardware maintenance must also be shown. Any quantity or price discounts offered in the proposal should be clearly stated. It is imperative that adequate pricing information be included in the proposal. APD reserves the right to purchase this hardware from other sources

#### **4.4.1.9 Section 5.2 - COTS**

If the proposed solution includes the integration of multiple COTS packages, and/or integration with existing custom-built applications, the proposal shall include an explanation of how the integration of components is to be accomplished. Be thorough and specific. If possible, include evidence of proof that such a successful integration with those components has been implemented and is in production.

If the proposed solution includes COTS packages, the proposal shall describe specifically what types of customizations or modifications are necessary to enable the COTS package(s) to meet the stated requirements.

The proposal should also describe how the system would address the following for ongoing operations:

- Required legislative and business changes
- Upgrades and patches
- Extensibility

#### **4.4.1.10 Section 5.3 - Fixes and Upgrades**

Address future upgrades of any proposed COTS package(s) that require any type of customization or modification, list schedule for upgrades, define emergency configuration/patch process, process and timeframe for APD proposed enhancements. See COTS Application Requirements in SOW.

#### **4.4.1.11 Section 5.4 - System Interfaces**

Provide an approach to the development and support of system interfaces, including the stated external interfaces, as well as any additional interfaces necessary for the integration and implementation of the proposed solution. Be specific as to tools, languages, etc.

#### **4.4.1.12 Section 5.5 – Adaptability**

Describe the proposed solution in terms of its adaptability. Topics of interest include but are not limited to:

- Use of table-driven logic for ease of modification

- Use of user-defined parameters for ease of customization
- Use of sufficient levels of access control to allow “super users” to have more control over the data to make corrections, etc., while maintaining data integrity
- Use of components, web parts, web services, and other new technologies that support code re-use, reduce duplicity of coding, and shorten maintenance/modification time.

#### **4.4.1.13 Section 5.6 – Maintainability**

Describe the proposed solution in terms of its maintainability. Topics of interest include but are not limited to:

- Use of table-driven logic for ease of modifications and enhancements
- Use of user-defined parameters for ease of customization
- Use of sufficient levels of access control to allow “super users” to have more control over the data to make corrections, etc., while maintaining data integrity
- Use of components, web parts, web services, and other new technologies that support code re-use, reduce duplicity of coding, and shorten maintenance/modification times
- Approach to integration
- Adherence to APD Technical Standards
- Approach to complete and correct documentation, both to produce “as-built” documentation and to continue to maintain accurate documentation post-implementation.

Describe the proposed approach for maintenance and support. Ensure that sufficient knowledge transfer will occur, both during the project for APD operational infrastructure support, as well as post-implementation for the transition to APD of application support.

#### **4.4.1.14 Section 5.7 - System Performance**

In addition to addressing any areas of system performance where the stated requirement cannot be met, be sure to describe features of your solution which affect system performance, both positively and negatively. Also, discuss the scalability of your solution, as it could impact future system performance as database volume and number of users may increase.

Vendor must clearly identify all infrastructure hardware and software needed to meet APD system performance requirements, for approval and purchase by APD.

#### **4.4.1.15 Section 5.8 – Usability**

Address the system usability of the proposed solution.

#### **4.4.1.16 Section 5.9 - System Capacity**

Address the system capacity and scalability of system storage, etc

**4.4.1.17 Section 5.10 – Known Risks**

Identify all known risks, both technical and non-technical, that could affect the success of this project.

**4.5 Volume 3 (Contract)**

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 3 OR ON THE ELECTRONIC MEDIA CONTAINING VOLUME 2 WILL RESULT IN REJECTION OF THE PROPOSAL.

**4.5.1 Volume 3 Organization and Contents**

The proposal should include the sections shown in Table 4 below in the column headed “Proposal Section Title and ITN Section Title”. The proposal sections should be in the order indicated in the Table. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “ITN Section” and “Proposal Section Title and ITN Section Title”. The proposal should also address all relevant requirements from **Attachment A – Statement of Need and Attachment B – Statement of Work**.

**Table 4: Required Organization and Contents for Volume 3 - Contract**

<b>Proposal Section</b>	<b>Proposal Section Title and ITN Section Title</b>	<b>ITN Section</b>
<u>Unnumbered</u>	Table of Contents	4.5.1.1
<u>Section 6</u>	Warranty	4.5.1.2
<u>Section 7</u>	Contract Contact Information	4.5.1.3
<u>Section 8</u>	Additions and Clarifications	4.5.1.4

**4.5.1.1 Table of Contents**

The proposal should include a table of contents for this volume. The table of contents should identify the major topics and sub-topics of the volume and provide page numbers.

**4.5.1.2 Section 6 - Warranty**

The proposal should specify the exact wording of the proposed system warranty for each software component.

**4.5.1.3 Section 7 - Contract Contact Information**

The proposal should identify the contractor’s official payee and representatives contact name and information needed to fill in the blanks in the Standard Contract, Section 52.

**4.5.1.4 Section 8 - Additions and Clarifications**

The proposal should identify any additions or changes that the contractor desires to the model contract. The proposal may also request clarification on specific terms and conditions in the model contract.

**4.6 Volume 4 (Cost)**

The cost volume shall be separately bound and sealed. For delivery, the cost volume copies shall be packaged in a sealed envelope that contains only copies of the cost volume. Copy one of the cost volume shall be the master and shall be readily identified. The cost tables used in this volume should be prepared using Microsoft Excel based on the examples provided throughout this section. Each cost table should be on a separate tab and should be labeled according to the Table below. Volume 4 should include a printed copy of the required spreadsheets.

**4.6.1 Volume Organization and Contents**

The proposal should include the sections shown in Table 5 in the column headed “Proposal Section Title and ITN Section Title”. The proposal sections should be in the order indicated in the table. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “ITN Section” and “Proposal Section Title and ITN Section Title”. The proposal should also address all relevant requirements from **Attachment A – Statement of Need and Attachment B – Statement of Work**.

**Table 5 – Required Organization and Contents for Volume 4 - Cost**

Proposal Section	Proposal Section Title and ITN Section Title	ITN Section
<u>Unnumbered</u>	Table of Contents	<b>4.6.1.1</b>
Tab 1	Deliverables	4.6.1.2
Tab 2	Change Order Requests	4.6.1.3
Tab 3	Operations and Maintenance Costs	4.6.1.4
Tab 4	Software Costs	4.6.1.5
Tab 5	Hardware Costs	4.6.1.6
Tab 6	Other Costs	4.6.1.7
Tab 7	Cost Summary	4.6.1.8
Tab 8	Recommended Enhancement to ITN Requirements	4.6.1.9

**4.6.1.1 Table of Contents**

The proposal should include a table of contents for this volume. The table of contents should identify the major topics and sub-topics of the volume and provide page



numbers.

**4.6.1.2 Tab 1 - Deliverables**

The proposer should enter the cost of each deliverable into Cost Table A. Deliverable pricing should reflect the work effort expended in doing all work documented in the deliverable, not just the document preparation and reproduction cost. The cost for all work to be claimed by the proposer must be included in one or more deliverables. Unless the quantity is already listed in the table, the proposer should enter the quantity of each deliverable that is consistent with the proposed development and rollout strategy. If the proposal contains an alternative set of deliverables, the contents of the table may be modified to be consistent with the proposed alternative set of deliverables. For deliverables that occur regularly, such as status reports, the quantity is listed as 1 and the total cost of all of this type of deliverable should be entered into the "\$/Unit" and the "Total" columns. Multiply the cost for each deliverable unit by the number of units to determine the total cost for the deliverable. Sum the total costs for deliverables to determine the Total Cost for Deliverables. Also copy the Total Cost for Deliverables into the appropriate location of Table G.

<b>Cost Table A for Deliverables</b>					
#	Deliverable Title	\$/Unit	Unit	Quantity	Total
1			Deliverable		
2			Deliverable		
3			Deliverable		
4			Deliverable		
<b>Total Cost for Deliverables:</b>					

**4.6.1.3 Tab 2 - Change Order Requests**

This ITN is providing a means by which APD may task the contractor with a Change Order, by establishing ceiling hourly rates for several labor categories. The contractor is not authorized to perform any Change Order Requests without specific written direction from the APD Contract Manager and Project Manager. The scope of work and the exact hourly rates to be allowed (not to exceed the ceiling hourly rate per labor category) will be determined by negotiation with APD and the contractor prior to written direction being provided by APD. For the purpose of incorporating the cost of Change Order Requests into the total proposed cost, which is scored, the proposal should include ceiling hourly rates for the labor categories and hours listed in the example below:

- 2,000 labor hours for labor category Project Manager
- 4,000 labor hours for labor category Expert
- 6,000 labor hours for labor category Senior Technical
- 6,000 labor hours for labor category Intermediate Technical
- 10,000 labor hours for labor category Junior Technical
- 2,000 labor hours for labor category Clerical

These hours for each labor category are for proposal scoring purposes only and are not binding. APD may direct the contractor to perform Change Order Requests using more hours or fewer hours than listed here, or not at all. Change Order Requests shall be performed at an hourly rate no higher than the ceiling hourly labor rates specified in the proposal by labor category and by contract year. Enter the Change Order Requests ceiling hourly labor rates for the first year of the contract for each of the labor categories in Cost Table B. For each Labor Category, multiply the Hourly Rate by the Hours/Category shown in the Cost Table, and enter the product in the column headed Cost. Total the Cost column and enter the total on the appropriate row. Also copy the Total Cost for Change Order

<b>Cost Table B for Change Order Requests</b>					
#	Labor Category	\$/Unit	Unit	Quantity	Total
1			Hour		
2			Hour		
3			Hour		
4			Hour		
<b>Total Cost for Change Order Requests:</b>					

Requests into Table G.

**4.6.1.4 Tab 3 - Operations and Maintenance Costs**

For the purpose of evaluating cost, the proposal should list the cost of operating and maintaining the software of the proposed solution annually for three years, which includes all three renewal option periods. Maintenance should include all required software licenses and hosting costs. Cost Table C should be used to list the annual cost of maintaining the software of the proposed solution and the total of this cost table should be copied into Cost Table G.

<b>Cost Table C for Operations and Maintenance Costs</b>					
#	Description	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Cost for Operations and Maintenance:</b>					

**4.6.1.5 Tab 4 - Software Costs**

The proposal should list the cost of all COTS and other purchased software that will be required to implement CDMS. APD reserves the right to purchase this software from other sources. Cost Table D should be used to document the cost of all COTS and other purchased software, and the Total Cost for Software should be copied into Cost Table G.

<b>Cost Table D for Software Costs</b>					
#	Description	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Cost for Software:</b>					

**4.6.1.6 Tab 5 - Hardware Costs**

Note: Individual hardware costs will not generally be required as part of the proposal as APD is seeking software as a service solutions (SaaS) and infrastructure to support the solution should be included as part of the price in Table E. However, if additional (on premise) hardware is required in addition to the SaaS it should be identified in Tab 6 – Other Costs Table F.

<b>Cost Table E for Hardware Costs</b>					
#	Description	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Cost for Hardware:</b>					

**4.6.1.7 Tab 6 - Other Costs**

The proposal should describe and itemize other costs related to the development, deployment, operation, and maintenance of the proposed solution that may not have been captured in previous cost sheets. Include costs for the base contract as well as the renewal options. Cost Table F should be used to itemize other costs related to the development, deployment, operation, and maintenance of the proposed solution. The Total Cost for Other should be copied into Table G.

<b>Cost Table F for Other Costs</b>					
#	Description	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Cost for Other:</b>					

**4.6.1.8 Tab 7 - Cost Summary**

The proposer should place all the cost totals from Cost Tables A through F in the appropriate location on Cost Summary Table G. Each of these costs should be multiplied by the assigned weight. The sum of the weighted costs will determine the Total Proposal Cost.

<b>Cost Summary Table G for Total Proposal Cost</b>					
#	Proposal Name	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Proposal Cost:</b>					

**4.6.1.9 Tab 8 - Recommended Enhancements to ITN Requirements**

The proposer should price recommended enhancements as described in the proposal. However, the cost of these enhancements should not be included in the Total Cost. There is no guarantee that APD will implement these enhancements. However, if APD chooses to implement some or all of these recommended enhancements the cost quoted here will be the starting point for negotiations and hence constitutes an upper bound on the cost. A recommended enhancement must not substitute for a listed proposal element, because recommended enhancements are not evaluated in proposal scoring. If a listed proposal element is included as a recommended enhancement rather than part of the proposed solution, the proposal will not address all topics and will receive a lower score. Rather, a recommended enhancement should supplement the required elements of the CDMS system. The proposer should record the cost of such enhancements in Cost Table H. The cost total for "Recommended Enhancements to ITN Requirements" is NOT included in the "Cost Summary" or cost scoring.

<b>Cost Table H for Recommended Enhancements to ITN Requirements</b>					
#	Description	\$/Unit	Unit	Quantity	Total
1					
2					
3					
4					
<b>Total Costs for Recommended Enhancements:</b>					

### **4.7 Volume 5 (Supplemental Material)**

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 5 WILL RESULT IN REJECTION OF THE PROPOSAL.

#### **4.7.1 Volume Organization and Contents**

The proposal should include the sections shown in Table 6 in the column headed “Proposal Section Title and ITN Section Title”. The proposal sections should be in the order indicated in the Table column proposal sections. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “ITN Section” and “Proposal Section Title and ITN Section Title”. The proposal should also address all relevant requirements from **Attachment A – Statement of Need and Attachment B – Statement of Work**.

**Table 6 Required Organization and Contents for Volume 5 – Supplemental Material**

<b><u>Proposal Section</u></b>	<b>Proposal Section Title and ITN Section Title</b>	<b>ITN Section</b>
Unnumbered	Table of Contents	4.7.1.1
Tab 1	Proposed Deliverables	4.7.1.2
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#### **4.7.1.1 Table of Contents**

The proposal should include a table of contents for this volume. The table of contents should identify the major topics and sub-topics of the volume and provide page numbers.

#### **4.7.1.2 Tab 1 – Proposed Deliverables**

Based on the proposed solution and methodology, the proposer may recommend changes to the deliverables defined in **Attachment B – Statement of Work** of this ITN or a different set of deliverables. If the proposer is proposing a different set of deliverables or deliverables with different content than as described in **Attachment B**, the proposal shall describe the proposed deliverables using the same level of detail as used in **Attachment B**. The proposal shall justify why the proposed deliverables are superior for APD to those required in ITN **Attachment B**.

#### **4.7.1.3 Tab 2 – Recommended Enhancements to ITN Requirements**

If the proposer has any recommended enhancements to the proposed system for which costs are provided in Cost Table H, the proposer should describe the enhancements in this section. The enhancement descriptions should be sufficiently detailed technically to allow APD to evaluate the usefulness of the proposed enhancements and determine the advantages of the proposed enhancements.

#### **4.7.1.4 Tab 3 – Software Development Methodology Maturity**

APD is seeking proposals with evidence of mature, repeatable, and documented processes. If the proposer has a Capability Maturity Model Integrated (CMMI) level rating, International Organization for Standardization (ISO) 9000 Compliance, or some other indication of software development methodology maturity that will be brought to bear on offered services, the proposal shall include evidence of such.

#### **4.7.1.5 Tab 4 – Registration with DMS**

It is required that the proposer be registered with the Florida Department of Management Services (DMS). If the contractor is currently registered with DMS, the proposal should provide evidence of this registration. If the proposer is not currently registered with DMS, the proposal should contain a statement that the contractor will apply for registration and provide such evidence prior to contract signing.

#### **4.7.1.6 Tab 5 – Licensed by Florida Department of State**

All entities defined under Chapters 607, 608, 617, or 620, Florida Statutes, seeking to do business with APD shall be on file and in good standing with the Florida Department of State. Proposers shall submit a copy of its license authorizing them to do business in the State of Florida or provide evidence of application for a license.

#### **4.7.1.7 Tab 6 – Notice of Conflict of Interest**

The proposal shall include the Notice of Conflict of Interest Form, provided in Appendix III, Section e. Proposers having no conflict of interest shall write “NONE” on the form and include signature, date, name and title.

**4.7.1.8 Tab 7 – Identical Tie Response Certification**

The proposal shall include the Identical Tie Response Certification Form, provided in Appendix III.

**4.7.1.9 Tab 8 – Sample Project Plan**

The proposal shall include a sample of a project plan used in a previous project similar in size and complexity to the CDMS system. Extracts from the plan may be provided in lieu of the entire plan for the sake of brevity, but sufficient portions should be provided to enable the evaluators to determine the quality and completeness of the project plan. The proposal shall also include a brief description of the project for which the plan was written.

**4.7.1.10 Tab 9 – Sample Training Material**

The proposal shall include a sample of training material used in a previous project. The proposal shall also include a brief description of the project for which the manual was written.

**4.7.1.11 Tab 10 – COTS Documentation**

The proposal shall provide a description for any COTS product that is offered as a part of the solution for CDMS. The proposal shall also provide samples of functional and technical specifications for COTS packages. The proposal shall also provide samples of the User Manual.

**SAMPLE ITN / REPLY CROSS REFERENCE TABLE**

Vendor's Cross Reference Table must include a cross-reference between the reply and the ITN requirements. Separate cross-reference tables must be developed for the Solution and Cost Proposals. The Programmatic cross-reference table must be directly behind the title page in the Programmatic Reply. The Cost Proposal cross-reference table must be directly behind the title page in the Cost Proposal. Both cross-reference tables must be formatted as follows:

**SAMPLE ITN / REPLY CROSS REFERENCE TABLE**

ITN			REPLY		
Page(s)	Sect/Part	Subject	Subject	Page(s)	Sect/ Part
		Title Page	Title Page		
		Required Vendor's Statements and Certifications – Mandatory Requirements	Required Vendor's Statements and Certifications – Mandatory Requirements		
		Response to Understanding the Statement of Purpose	Response to Understanding the Statement of Purpose		
		Description of the Vendor's Organizational Qualifications	Description of the Vendor's Organizational Qualifications		

**4.7.1.12 TAB 11 - Required Vendor's Statements and Certifications – Mandatory Requirements**

The reply must include all of the mandatory requirements and must be received by the date and time and at the address specified in **Sections 1.4 and 2.5**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

**4.7.1.13 Certificate of Signature Authority**

The reply must include a signed certificate, completing either Section A of Appendix II (or providing a corporate resolution or other duly executed certification issued in the Vendor's normal course of business) or Section B, demonstrating that the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Company.

**4.7.1.14 Acceptance of Contract Terms and Conditions**

The reply must include a Mandatory Certifications - Master Certification (Appendix III) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the "true" box must be checked next to each of the Certifications (a) through (k).



## 5 PROPOSAL EVALUATION and SELECTION

The Agency intends to award the contract to the responsible and responsive vendor or vendors whose reply is determined by the Director or his/her designee to be the most advantageous to the Agency and the State. The Agency will award the contract based on a final selection by the Director or designee, who will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The Director or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Agency will electronically post the Director's or designee's final decision and intent to award in accordance with subsection 120.57(3)(a), F.S., and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Director or designee to confer with any Agency personnel pursuant to the terms and conditions of this ITN.

### 5.1 *Evaluation of Mandatory Requirements*

APD will perform mandatory proposal requirements evaluation to validate compliance against the Mandatory Proposal Requirements. A vendor must comply with all Mandatory Requirements in order to be considered for selection under this ITN. The Mandatory Requirements for this ITN are set forth in **Appendix VII**.

The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **Appendix VII**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the shortlisting process.

An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

### 5.2 *Evaluation and Scoring of Written Proposals*

Proposals that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated and scored based on the entire written proposal. The Agency's evaluators will evaluate each reply in accordance with the criteria and methodology provided in the Rating Sheets.

The Agency reserves the right to change the evaluators in its sole discretion.

### 5.3 *Evaluation of Cost Proposal*

APD will open the cost proposal for each written proposal that was evaluated. APD will check the arithmetic in all Cost Tables and issue a clarification request in the event of an apparent discrepancy in arithmetic.

APD may reject any proposal that is incomplete or in which there are significant inconsistencies or computational errors.

The score will be based on the Total Proposal Cost, as shown at the bottom of the Summary Cost Table. The use of the Total Proposal Cost in determining the proposal offering the best

value to APD is described in **Section 5.6**. Note that the Total Proposal Cost as calculated in the Summary Cost Table differs from the actual total cost proposed by the vendor due to the weighting of various costs for proposal evaluation purposes. Actual total cost comprises 20% of the overall score computation.

APD shall evaluate responsive replies and score them using the following criteria:

(The following example is based on a 100 point total possible score and will be normalized to reflect 20% of the total possible points – this is for demonstration purposes only of the cost scoring approach.)

Cost Formula:

Lowest proposed cost divided by proposed cost multiplied by total points possible.

A = lowest cost proposal

B = cost of proposal B

C = dividend of A divided by B

Formula:  $A/B = C$ ,  $C \times 20 =$  points awarded

Example for four proposal costs received:

- Proposal A Cost = \$80
- Proposal B Cost = \$100
- Proposal C Cost = \$115
- Proposal D Cost = \$150
  - Proposal A represents the lowest cost.
- \$80 divided by \$80 = 1,  $1 \times 20 = 20$  points awarded
- \$80 divided by \$100 = .80,  $.8 \times 20 = 16$  points awarded
- \$80 divided by \$115 = .695,  $.695 \times 20 = 13.9$  points (rounded up to 14 points awarded)
- \$80 divided by \$150 = .533,  $.533 \times 20 = 10.660$  points (rounded up to 11 points awarded)

## **5.4 Best and Final Offer**

The Agency may issue a written request for a Best and Final Offer (BAFO) to one or more finalists. The request will include a specified date and time for receipt of BAFOs. The Agency does not anticipate reopening discussions after receiving BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of the State. Following its evaluation of BAFO, the Agency will select the Proposer who's BAFO the Agency has determined to be most advantageous to the State.

The evaluation criteria for BAFOs will be prescribed at the issuance of the Request for BAFO and will be dependent on its content. Upon completion of the final evaluation of the Best and Final Offers, the Agency will post intent to award the contract for the CDMS System.

## 5.5 Evaluation Information

### 5.5.1 Proposal Evaluation Criteria

The table below list the proposal evaluation criteria and their associated values.

Criteria #	Criteria Description	Maximum Points	Weighted Factor	Total Possible Score
1.	Understanding of the Statement of Need/Meet Requirements	35	.571	20
2.	Organizational Qualifications	25	.40	10
3.	Technical Capability Criteria	25	.40	10
4.	Project Staffing Criteria	25	.20	5
5.	Project Management Criteria	30	.333	10
6.	Vendor's Approach and Solution	25	.80	20
7.	Financial Stability Criteria	25	.20	5
8.	Cost Proposal	35	.571	20
	<b>Total</b>	225		100

#### Formula Utilized for Proposal Evaluation:

Total Points Earned x Weighted Factor = Score Earned

### 5.5.2 Identical Score (Tie)

When evaluating responses to solicitations where there is identical pricing or scoring from multiple Bidders, the Agency shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

### 5.5.3 Ranking by Procurement Manager

The Procurement Manager will develop a ranking based on the sample methodology provided in Appendix IX and X. This ranking will serve as the recommended ranking of the Agency's evaluators.

### 5.5.4 Recommendation of the Procurement Manager

After developing the recommended ranking, the Procurement Manager will provide to the Director or his/her designee a report on replies deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators, along with a recommendation for selection of vendor(s) for negotiation (the short list), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible for award.

### **5.5.5 Scoring Criteria and Determination of Ranking**

The Director or his/her designee will approve a ranking of all responsive vendors and the short list of vendor(s) selected for negotiation taking into consideration the recommended ranking by the Agency's evaluators, the report and recommendation of the Procurement Manager.

No scoring by the Director or his/her designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only.

The Director or his/her designee will also make a determination as to whether to deem one or more vendors ineligible for award due to the qualifications of the vendor or the quality of the reply.

### **5.5.6 Selection and Posting of Qualified Vendor(s) for Negotiations ("Short List")**

Upon approval of a ranking and short list of vendor(s) selected for negotiations by the Director or his/her designee, the Agency will post the short list on the VBS website at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Unless otherwise provided in the posting of the ranking and short list of vendors selected for negotiation by the Director or his/her designee, no presumption of preference or merit in the negotiation process or for contract award shall arise from the evaluators' scores, the ranking, or the order of vendors listed in such posting.

## **5.6 Negotiation Process for Final Selection**

The Agency intends to initially negotiate with up to three (3) vendors on the short list approved by the Director or designee. However, the Agency reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation, or change the method of negotiation if it determines that to do either would be in the best interest of the State.

The Agency reserves the right to change the members of the negotiation team in its sole discretion.

### **5.6.1 Goal of Negotiations**

The negotiation process is intended to enable the Agency to determine whether and with whom it will contract and to establish the principle terms and conditions of such contract. There may be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

### **5.6.2 Agency Retains Discretion**

After the initial negotiation session with the selected vendor(s), in its sole discretion, the Agency shall determine whether to hold additional negotiation sessions and with which vendor(s) it will negotiate.

### **5.6.3 Other Agency Rights During Negotiations**

The Agency reserves the right at any time during the negotiation process to:

- Schedule additional negotiating sessions with any or all responsive vendors;
- Require any or all responsive vendors to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive vendors to provide a written best and final offer;
- Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- Pursue a contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive vendors by type of service or geographic area, or both;
- Arrive at an agreement with any responsive vendor, finalize principle contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors;
- Decline to conduct further negotiations with any vendor;
- Reopen negotiations with any vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the replies received pursuant to Section 4.1.1.; and
- Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.1.

The Agency has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive vendor or vendors affected and whether to provide concurrent public notice of such decision. All vendor submissions are subject to the requirements of Section 4.4 of this ITN.

#### **5.6.4 Negotiation Meetings Not Open to Public**

Negotiations between the Agency and vendors are exempted from being held as public meetings by section 286.0113(2)(a), F.S.

The initial organizational meeting of the negotiation team and the final meeting of the negotiation team to develop a recommendation for award are open to the public.

Negotiation strategy meetings of the Agency's negotiation team are exempted by section 286.0113(2), F.S.

The Agency will record all meetings of the Agency's negotiation team.

## **5.7 Final Selection and Notice of Intent to Award Contract**

### **5.7.1 Award Selection Criteria**

The Agency will select for award of the contract the responsive vendor or vendors as determined by the Director or his or her designee to provide the best value to the State based on the following selection criteria.

### **5.7.2 Agency's Right to Rely on Replies and Evaluations**

The Agency reserves the right to review and rely on relevant information contained in the replies received pursuant to and relevant portions of the evaluations conducted.

### **5.7.3 Agency's Negotiation Team Recommendation**

The Agency's Negotiation Team will develop a recommendation as to the award that will provide the best value to the State based on the above selection criteria. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the criteria set forth above. The Procurement Manager will prepare a report to the Director or his designee regarding the recommendation of the Negotiation Team. The evaluation of the negotiation team shall serve as a recommendation only.

### **5.7.4 Director's Approval**

The Director or designee will approve an award that will provide the best value to the State, taking into consideration the recommended award by the Negotiating Team. In so doing, the Director or designee is not required to score the vendors, but will base the decision on the criteria set forth above. If the Director or designee determine two or more replies most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, Florida Statutes.

### **5.7.5 Agency's Reserved Rights**

In addition to other reservations of rights contained in this ITN, the Agency reserves the right to:

- Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among vendors by type of service or geographic area, or both; and
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.
- Post a notice of withdrawal of award in the event that the selected vendor fails to execute a contract or defaults in performance. In such event, the Agency reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

#### **5.7.6 Contract Award**

APD will engage in contract discussions with the selected vendor to produce a contract to be signed by the vendor. If an agreement on a contract cannot be reached within a reasonable timeframe, APD reserves the right to terminate contract discussions with the selected vendor and either attempt to reach an agreement with the next highest scored proposer or terminate the procurement.

#### **5.7.7 Posting Notice of Contract Award**

The Agency will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on the Vendor Bid System (VBS) website ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)).

**THIS SPACE INTENTIONALLY LEFT BLANK**



**APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY**

\_\_\_\_\_ (vendor name)  
wishes to inform the Florida Agency for Persons with Disabilities of its intent to respond to the solicitation entitled "Client Data Management System", ITN APD 13-007.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

FAX No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

<b>Check below and complete Section A or Section B</b>	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
<b>Section A</b>	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Agency and sign all documents submitted on behalf of the above-named vendor in response to ITN 13-007, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<b>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</b>	
<b>Section B</b>	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the Reply submitted in response to ITN 13-007.</p>	
Dated:	
Signature:	
Printed Name:	

## APPENDIX III: VENDOR'S CERTIFICATIONS

<b>MANDATORY CERTIFICATIONS</b>		
<b>MASTER CERTIFICATION</b>		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN 13-007(the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<b>Check the applicable box next to the title to each certification:</b>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>
		<b>b. Certification of Representations Per Section 9 of PUR 1001</b>
		<b>c. Certification of Authority to Do Business in Florida</b>
		<b>d. Statement of No Involvement</b>
		<b>e. Conflict of Interest Statement (Non-Collusion)</b>
		<b>f. Certification Regarding Lobbying</b>
		<b>g. Certification Regarding Scrutinized Companies List</b>
		<b>h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</b>
		<b>i. Certification Regarding Prior Contractual Obligations</b>
		<b>j. Certification of Representations Per Sections 287.133, and 287.134, F.S.</b>
		<b>k. Certification of a Drug Free Workplace</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Agency for Persons with Disabilities Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The vendor further agrees that any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Agency's exclusive determination, in rejection of the reply.</p>		
<b>b. Certification of Representations Per Section 9 of PUR 1001</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<b>c. Certification of Authority to Do Business in Florida</b>		
<p>By checking the True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of State law authorizing it to do business within the State of Florida.</p>		
<b>d. Statement of No Involvement</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:</p> <p>Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project;</p> <p>Participated in drafting of a solicitation for this specific project; or</p> <p>Developed a program for future implementation of this project.</p>		

**e. Conflict of Interest Statement (Non-Collusion)**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the vendor to the provisions of this reply.

**f. Certification Regarding Lobbying**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) 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 an 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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.

**g. Certification Regarding Scrutinized Companies List**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand that Section 287.135, Florida Statutes, prohibits Florida State agencies from contracting with companies on either list, for goods or services over \$1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Agency or agency. 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.

**INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR 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). (See 2 C.F.R. Part 180)

- (1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys 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 Agency for Persons with Disabilities 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," "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 Agency's 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 moneys, to submit a signed copy of this certification.
- (7) The Agency for Persons with Disabilities 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.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the provider's business location.

**i. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor has not:

- (1) Failed to correct to the satisfaction of the Agency any unsatisfactory performance in a previous contract after Agency notice of unsatisfactory performance;
- (2) Had a contract terminated by the Agency for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**Appendix III**) prior to contract execution.

**j. Certification of Representations Per Sections 287.133 and 287.134, F.S.**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes

**k. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that section.

## TIE BREAKING CERTIFICATIONS

### Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295 provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying vendors, however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

### MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

**As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # INSERT (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.**

**Check the box next to the title to each certification that is true:**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | <b>I. Certification of a Certified Minority Business Enterprise</b>         |
| <input type="checkbox"/> | <b>m. Certification of a Service Disabled Veteran's Business Enterprise</b> |
| <input type="checkbox"/> | <b>n. Certification of a Florida Business</b>                               |
| <input type="checkbox"/> | <b>o. Certification of a Foreign Manufacturer with a Factory in Florida</b> |

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

**k. Certification of a Certified Minority Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with s. 287.0943, F.S.

**I. Certification of a Service Disabled Veteran's Business Enterprise**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with s. 295.187, F.S.

**m. Certification of a Florida Business**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with s. 287.084, F.S.

**n. Certification of a Foreign Manufacturer with a Factory in Florida**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with s. 287.092, F.S.

**APPENDIX IV: EVIDENCE OF ABILITY TO PROVIDE PAYMENT AND  
PERFORMANCE BOND**

**(FORM AND AMOUNT OF PAYMENT AND PERFORMANCE BOND/  
DUN AND BRADSTREET REPORT OR EQUIVLENT)**

## APPENDIX V: REFERENCE FORM

Vendor's Name: \_\_\_\_\_

Vendors are required to submit with their reply, three (3) references that have received services similar to those requested in this solicitation. Vendors shall use **Attachment V**, Reference Form of this ITN to provide the required reference information. The Agency reserves the right to contact any and all references in the course of this solicitation evaluation in order to make a fitness determination. The Agency's reference determination is not subject to review or challenge. Listing the Agency or Agency employees as a reference is prohibited; however other State or Florida agencies may be used.

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

Signature of Authorized Representative



## APPENDIX VI: AGENCY STANDARD CONTRACT

Contract No. \_\_\_\_\_

CFDA or CSFA No. \_\_\_\_\_

Client  Non-Client

### FLORIDA AGENCY FOR PERSONS WITH DISABILITIES STANDARD CONTRACT

**THIS CONTRACT** is entered into between the Florida Agency for Persons with Disabilities, hereinafter referred to as the "Agency," and \_\_\_\_\_ hereinafter referred to as the "Provider." The Agency and Provider agree as follows:

**1. Contract Document**

This Contract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties, and such documents shall collectively constitute and be referred to as the "Contract."

**2. Requirements of Section 287.058, Florida Statutes (F.S.)**

- a. The Provider shall provide units of deliverables that are quantifiable, measurable, and verifiable, as specified in this Contract. Each deliverable must be directly related to the scope of work and specify a performance measure. These deliverables must be received and accepted by the Contract Manager (as defined in Section 52.c. below) in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Agency. The Provider shall also provide required reports, plans, findings, and drafts, as specified in this Contract.
- b. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.
- c. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07, F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

**3. Requirements of Section 215.971, F.S.**

In addition to the terms, conditions and provisions of this Contract, the Provider must also comply with this section if this Contract provides state financial assistance to a recipient or subrecipient, as those terms are defined in section 215.97, F.S., or provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars.

- a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified contract period in Section 4.
- b. The Provider must refund to the Agency any balance of unobligated funds which has been advanced or paid.
- c. The Provider must refund to the Agency any funds paid in excess of the amount to which the Provider is entitled under the terms and conditions of this Contract.
- d. Funds refunded to the Agency from the Provider for failure to perform as required under this Contract may be expended only in direct support of the program from which the contract originated.

**4. Effective and Ending Dates**

This Contract shall begin on, \_\_\_\_\_ or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time at \_\_\_\_\_, Florida, on \_\_\_\_\_.

**5. State of Florida Law**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be as provided in PUR 1000 (as defined in Section 31).

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**6. Contract Amount**

The Agency shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed \_\_\_\_\_ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms and conditions by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

**7. Federal Law**

- a. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR) Part 74, 45 CFR Part 92, and other applicable regulations.
- b. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR Chapter 1, subchapter B). The Provider shall report any violations of the above to the Agency.
- c. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.
- d. Unauthorized aliens shall not be employed by the Provider. The Agency shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral termination without prior notice of this Contract by the Agency.
- e. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- f. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**8. Audits, Inspections, Investigations, Records and Retention**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider for a period of six (6) years after completion or termination of the Contract or the resolution of any pending action (i.e., audit, legal, etc.), or longer when required by law. In the event an audit is required by this Contract, records shall be retained for a period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms and conditions of this Contract, at no additional cost to the Agency.
- c. Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 8.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Agency as specified in this Contract and in Attachment \_\_\_\_\_.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed

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necessary by the Agency's Office of the Inspector General pursuant to section 20.055, F.S.

**9. Monitoring by the Agency**

The Provider shall permit all persons who are duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods and services of the Provider that are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Agency will deliver to the Provider a written report of its findings, and may direct the development by the Provider of a corrective action plan. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Agency's termination rights under Section 39.d.

**10. Indemnification**

- a. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Agency, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Provider, its agents, employees, partners, or subcontractors, provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Agency.
- b. The Provider shall fully indemnify, defend, and hold harmless the State and Agency from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Agency's misuse or modification of Provider's products or a Agency's operation or use of Provider's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the Agency the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Agency the right to continue using the product, the Provider shall remove the product and refund the Agency the amounts paid in excess of a reasonable rental for past use. The Agency shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this Contract or delivered to the Agency for the use of the Agency, its employees, agents or contractors.
- c. The Provider shall protect, defend, and indemnify, including attorneys' fees and costs, the Agency for any and all claims and litigation (including litigation initiated by the Agency) arising from or relating to Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction, as provided for under Section 34.
- d. The Provider shall not be liable for any cost, expense, or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Agency negligent shall excuse the Provider of performance under this provision, in which case the Agency shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Agency shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

**11. Insurance**

Unless the Provider is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and during any renewal(s) and/or extension(s). By execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage. A current certificate of insurance, or such other documentation acceptable to the Agency, evidencing the type and extent of all insurance obtained pursuant to this Section 11 shall at all times be maintained by the Provider, and the Provider shall deliver a copy of such proof of insurance to the Agency. The Provider shall cause the Agency to be named as a Certificate Holder under each policy of liability insurance maintained by the Provider pursuant to this Contract, unless the Agency waives in writing this requirement. Such coverage may be provided by a self-insurance program established and operating under the

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laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Contract.

**12. Confidentiality of Information**

The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**13. Public Records (Section 119.0701, F.S.)**

- a. The Provider shall keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services specified in this Contract.
- b. The Provider shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in accordance with Agency costs and rates or as otherwise provided by law.
- c. The Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. The Provider shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- e. If the Provider does not comply with a public records request, this shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

**14. Assignments and Subcontracts**

- a. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of the Agency, and such approval shall only be granted upon the Agency's sole determination that such assignment will not adversely affect the public interest or the Agency; however, in no event may Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Contract which right is not conditioned on full and faithful performance of Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Agency shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Agency, which shall not be unreasonably withheld.
- b. To the extent permitted by Florida Law, and in compliance with Section 10 of this Contract, the Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against such claims.
- c. The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Agency in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Contract. This Contract shall remain binding upon the successors-in-interest of either the Provider or the Agency.
- e. The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance.

**15. Return of Funds**

The Provider shall return to the Agency any balance of unobligated funds which has been advanced or paid, any funds paid in excess of the amount to which the Provider is entitled under the terms and conditions of this Contract, overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Agency and any interest attributable to

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such funds pursuant to the terms and conditions of this Contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Contract Manager, on behalf of the Agency, will notify the Provider by letter of such findings. Should repayment not be made: (i) within two (2) business days after discovery by the Provider of the overpayment; or (ii) within ten (10) days after the notification letter is received from the Agency, then the Provider will be charged interest at the lawful rate of interest on the outstanding balance. Payments made for services subsequently determined by the Agency to not be in full compliance with Contract requirements shall be deemed overpayments.

**16. Client Risk Prevention and Incident Reporting**

- a. If services to clients are provided under this Contract, the Provider and any subcontractors shall conduct incident reporting in the manner prescribed in the Agency's operating procedure APD OP 10-002, Incident Reporting and Risk Prevention for Consumers Living in the Community. This operating procedure is incorporated herein by reference and can be obtained from the Contract Manager.
- b. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, threatened harm, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-962-2873) (TDD 1-800-453-5145). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider and its employees, subcontractors, assignees, and volunteers.

**17. Purchasing**

- a. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Agency insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
- b. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

**18. Civil Rights Requirements**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable, and Children and Families Operating Procedure (CFOP) 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. The Civil Rights Compliance Checklist is not required of Providers that have less than fifteen (15) employees, unless they provide direct client services. The Civil Rights Compliance Checklist is incorporated herein by reference and can be obtained from the Contract Manager.

**19. Independent Capacity of the Contractor**

- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Agency unless specifically authorized in writing to do so. This Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
- b. The Provider shall take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida. The Agency will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Agency in this Contract.
- c. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds

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and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

**20. Sponsorship**

As required by section 286.25, F.S., if the Provider is a non-governmental organization and sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Agency for Persons with Disabilities." If the sponsorship reference is in written material, the words "State of Florida, Agency for Persons with Disabilities" shall appear in at least the same size letters or type as the name of the organization.

**21. Publicity**

Without limitation, the Provider and its employees, agents, and representatives shall not, without prior Agency written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

**22. Final Invoice**

The final invoice for payment shall be submitted to the Agency no more than \_\_\_\_\_ days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Agency.

**23. Use of Funds for Lobby Prohibited**

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**24. Public Entity Crime and Discriminatory Contractors**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Agency. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, or an entity or affiliate has been placed on the Discriminatory Vendor List, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the Convicted Vendor List shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

**25. Gratuities**

The Provider shall not offer to give or give any gift to any Agency employee. As part of the consideration for this Contract, the parties intend that this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to the Agency, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the Suspended Vendor List for an appropriate period. The Provider shall ensure that its subcontractors, if any, comply with these provisions.

**26. Patents, Copyrights, and Royalties**

a. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Agency, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Agency shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the

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foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- b. If the Provider uses or delivers to the Agency for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood that, without exception, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.
- c. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Agency shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
- d. The Agency shall retain all ownership rights in software or modifications thereof and associated documentation designed, developed, installed or enhanced with Federal financial participation (FFP), pursuant to 45 CFR § 95.617(a).
- e. The federal Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation, pursuant to 45 CFR § 95.617(b).
- f. Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs 26.d. and 26.e. above. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under 45 CFR § 95.617.

**27. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Agency's interest is vacated, the Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**28. Information Security Obligations**

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Agency's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees and authorized subcontractors that request or have access to any Agency data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated, separated, and retired Provider employees, or any employees who have been reassigned to positions where access to data systems and/or information is no longer authorized.
- b. The Provider shall provide the latest Agency security awareness training to its staff and subcontractors who have access to Agency information. The Provider shall maintain documentation of its affected staff's and subcontractors' completion of this training. The Provider shall make available to the Agency all related records and documentation of this training, upon request.
- c. All Provider staff and subcontractors who have access to Agency information shall comply with, and be provided a copy of APD OP 14-001, Information Security Incident and Breach Response; and APD Policy 14-001.10, Acceptable Use of Information Technology Resources; and shall sign the APD Security Agreement form annually. A copy of the APD Security Agreement form may be obtained from the Contract Manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in APD Policy 14-007.10, "Data Protection and Cryptography". If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Agency data are not stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider agrees to notify Information Security Management at [APD.ISM@apdcares.org](mailto:APD.ISM@apdcares.org) and the Contract Manager immediately and without delay, but no later than one (1) business day following the discovery of any breach, potential breach, or unauthorized release of personal and confidential Agency data. The Provider shall require the same notification requirements of all subcontractors.

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f. The Provider shall provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Agency data provided in section 817.5681, F.S.; and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Subtitle D – Privacy, Sections 13400 – 13411. The Provider shall require the same notification requirements of all subcontractors.

**29. Health Insurance Portability and Accountability Act (HIPAA)**

The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated there under 45 CFR Parts 160, 162, and 164.

**30. Emergency Preparedness**

a. If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan that shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed Contract in the event of an actual emergency.

b. The Agency agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Agency may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

c. An updated emergency preparedness plan shall be submitted by the Provider no later than twelve (12) months following the acceptance of an original plan or acceptance of an updated plan. The Agency agrees to respond in writing within thirty (30) days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

**31. PUR (Purchasing) 1000 Form**

The PUR 1000 Form dated 10/06, as amended from time to time, is hereby incorporated by reference and made a part hereof as if fully recited herein. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this Contract. Other provisions of the PUR 1000 Form are clarified, revised or supplemented as set forth elsewhere in this Contract. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this Contract, the terms or conditions of this Contract shall take precedence over the PUR 1000 Form. Notwithstanding the foregoing, if the conflicting term in the PUR 1000 Form is required by any section of the Florida Statutes, the term in the PUR 1000 Form shall take precedence.

**32. Notification of Legal Action**

The Provider shall notify the Agency of legal actions taken against it or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Agency. The Agency's Contract Manager will be notified within ten (10) days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

**33. Whistleblower's Act Requirements**

In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**34. Proprietary or Trade Secret Information**

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of proprietary or trade secret confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 34.b. below.

b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure.



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If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

- c. The Agency, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with Section 34.b. above. Accompanying the submission shall be an updated version of the justification under Section 34.b. above, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Provider fails to promptly submit a redacted copy, the Agency is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

**35. Contract Payment**

Pursuant to section 215.422, F.S., the Agency has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Agency or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon acceptance by the Agency, but shall remain subject to subsequent audit or review to confirm Contract compliance and/or to the Return of Funds provision of Section 15 of this contract.

**36. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422(7), F.S., which include disseminating information relative to prompt payment by the State and to assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**37. Notice**

Any notice that is required under this Contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this Contract.

**38. Financial Consequences/Penalties for Provider's Failure to Perform or Failure to Comply with Requirement for Corrective Actions**

- a. Corrective action plans and/or financial penalties must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Contract. Penalties must be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. Financial consequences must include, but are not limited to the financial consequences set forth in subsections, c, d, and e below.
- c. The increments of penalty imposition that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The penalty shall not exceed ten percent (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- d. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks must result in the imposition of a two percent (2%) penalty.
- e. The deadline for payment shall be as stated in the notification imposing the financial penalties. In the event of

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nonpayment, the Agency may deduct the amount of the penalty from invoices submitted by the Provider.

- f. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 15 above, titled "Return of Funds" to the extent of such error.
- g. If this Contract is funded with federal assistance, this provision can be excluded from the contract only if financial consequences are prohibited by the federal agency awarding the funds.

**39. Termination**

- a. This Contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.
- b. In the event funds for payment pursuant to this Contract become unavailable, the Agency may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract, the Provider will be compensated for any work satisfactorily completed prior to the effective date of the termination.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Agency may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Agency specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Agency may, if applicable, employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), but is not required to do so in order to terminate the Contract. The Agency's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Agency's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Agency's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (i) previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (ii) had a contract terminated by the Agency for cause. Termination pursuant to this Section 39.d., shall be upon no less than twenty-four (24) hours notice in writing to the Provider (excluding Saturday, Sunday, and State Holidays).

**40. Renegotiations or Modifications**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget. If the services provided under this Contract are the same type of service that is offered under the Developmental Disabilities Home and Community Based Waiver Services (HCBS) and the established rates are adjusted, the rates of services under this Contract may be modified to be in alignment with the adjustment.

**41. Dispute Resolution**

Any dispute concerning performance of the Contract or payment hereunder shall be decided by the Agency's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Agency and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 39.d. above.

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**42. Background Screening**

- a. All Provider's staff must meet Level Two Background Screening requirements in accordance with section 393.0655 and Chapter 435, F.S., as a condition of employment and continued employment. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The Provider must submit to the Contract Manager, a signed affidavit, attesting that all current employees have been screened and cleared. An updated affidavit must be sent to the Contract Manager annually. Documentation of background screening shall be maintained in the employee's personnel file.
- b. Licensed physicians, nurses, or other professionals licensed and regulated by the Department of Health are not subject to background screening pursuant to s. 393.0655, F.S., if they are providing a service that is within their scope of licensed practice.
- c. Human resource personnel who have been fingerprinted or screened pursuant to Chapters 393, 394, 397, 402, and 409, F.S., and teachers and non-instructional personnel who have been fingerprinted pursuant to Chapter 1012, F.S. who have not been unemployed for more than ninety (90) days and who under the penalty of perjury attest to the completion of the fingerprinting or screening and to compliance with the provisions of the applicable Florida Statute(s) and the standards for good moral character shall not be required to be re-fingerprinted or rescreened in order to comply with any caretaker screening or fingerprinting requirements.
- d. Every employee or volunteer of the Provider who provides direct services, manages or supervises a residential facility or comprehensive transitional education program, or has access to a clients living areas, funds, or personal property, must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment and agree to inform the employer immediately if arrested for any of the disqualifying offenses while employed. Annually each Provider must submit to the agency, under penalty of perjury, a current signed affidavit attesting to compliance with the provisions of background screening.

**43. Renewals**

This Contract may be renewed, unless specifically stated otherwise in the Attachment I, for a term not to exceed three (3) years or for the term of the original Contract, whichever is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Agency. Any renewal shall be subject to the availability of funds. Any renewal must be in writing and is subject to the same terms and conditions as set forth in the initial Contract and any written amendments signed by the parties.

**44. Mandatory Reporting**

The Provider and its subcontractors must comply with and inform their employees of the following mandatory reporting requirements. Each employee, assignee and volunteer of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge or reasonable suspicion of a reportable incident shall report such incident as follows:

- a. Reportable incidents that may involve the abuse, neglect, threatened harm, or exploitation of a client; or may have an immediate or impending impact on the health or safety of a client shall be immediately reported to the Florida Abuse Hotline. The Provider shall then notify the Contract Manager immediately and without delay, but no later than one (1) business day, of the reported incident(s) to the Florida Abuse Hotline, on the statewide toll-free telephone number (1-800-962-2873) (TDD 1-800-453-5145).
- b. Other reportable incidents shall be reported to the Agency's Contract Manager immediately and without delay, but no later than one (1) business day following the discovery of the incident. A reportable incident is defined in CFOP 180-4, which is incorporated herein by reference and can be obtained from the Contract Manager.

**45. Property**

- a. The word "property" as used in this Section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one (1) year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, hardback-covered bound books, the value or cost of which is \$250 or more, and personal computers, lap top computers or other similar electronic devices. Each item of property for which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this Section. The catalog and inventory

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control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

- b. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this Contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Agency shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under the Provider control, the Agency shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
- c. If any property is purchased by the Provider with funds provided by this Contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Agency along with the expenditure report for the period in which it was purchased. At least annually the Provider shall submit a complete inventory of all such property to the Agency whether new purchases have been made or not.
- d. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- e. The Contract Manager must provide disposition instructions to the Provider prior to the end of the Contract period. The Provider cannot dispose of any property that reverts to the Agency without the Contract Manager's prior approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- f. The Provider hereby agrees that all inventories required by this Contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Agency and shall be used in place of the original acquisition cost.
- g. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in the Agency upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is properly maintained and is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Agency the replacement cost of any property inventoried and not transferred to the Agency upon completion or termination of this Contract. When property transfers from the Provider to the Agency, the Provider shall be responsible for paying for the title transfer.
- h. Any warranties for property purchased by the Provider pursuant to this Contract shall be transferrable and vested in the Agency upon completion or termination of this Contract. The Provider hereby agrees to pay the cost of transferring warranties of any property for which ownership is evidenced by a certificate of title. When property transfers from the Provider to the Agency, the Provider shall be responsible for paying for the warranty transfer.
- i. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- j. The Provider hereby agrees to indemnify the Agency against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- k. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

**46. Disclosure of Protected Health Information Health Insurance Portability and Accountability Act (HIPAA)**

If required by 45 CFR Parts 160, 162, or 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

- a. The Provider hereby agrees not to use or disclose Protected Health Information (PHI) except as permitted or required by this Contract, state or federal law.
- b. The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as permitted for by this Contract or applicable law.
- c. The Provider agrees to report to the Agency any use or disclosure of the information not permitted by this Contract or applicable law.
- d. The Provider hereby assures the Agency that if any PHI received from the Agency, or received by the Provider on the

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Agency's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this Contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

- e. The Provider agrees to make PHI available in accordance with 45 CFR 164.524.
- f. The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- g. The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
- h. The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Agency or created or received by the Provider on behalf of the Agency, available for purposes of determining the Provider's compliance with these assurances.
- i. The Provider agrees that at the termination of this Contract, if feasible and where not inconsistent with other provisions of this Contract concerning record retention, it will return or destroy all PHI received from the Agency or received by the Provider on behalf of the Agency, that the Provider still maintains regardless of form. If not feasible, the protections of this Contract are hereby extended to that PHI, which may then be used only for such purposes as make the return or destruction infeasible.
- j. A violation or breach of any of these assurances shall constitute a material breach of this Contract.

**47. Verification of Employment Status (E-Verify)**

Pursuant to State of Florida Executive Order Number 11-02 and 11-116, the Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Provider during the Contract term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

**48. MyFloridaMarketPlace Registration**

To comply with Rule 60A-1.030, F.A.C., each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)).

**49. MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a transaction fee of one percent (1.0%), which the Provider shall pay to the State unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit of any transaction fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. A Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**50. Scrutinized Companies**

If this Contract is valued at \$1,000,000 (total Contract value) or more, awarded, extended, or renewed on or after July 1, 2011, the Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, F.S. Pursuant to section 287.135, F.S., the Agency may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification or the Provider is placed on the Scrutinized

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Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

**51. Transportation Disadvantaged**

The Provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract would be used to transport clients.

**[DOCUMENT CONTINUES ON NEXT PAGE]**

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52. **Official Payee and Representatives (Names, Addresses, Telephone Numbers, E-mail addresses):**

a. The Provider name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

Name  
Address  
City, State, Zip  
Phone & Extension  
Email

c. The name, mailing address, telephone number, and e-mail address of the Contract Manager for the Agency for this Contract is:

Name  
Address  
City, State, Zip  
Phone & Extension  
Email

b. The name of the contact person and street address where financial and administrative records are maintained is:

Name  
Address  
City, State, Zip  
Phone & Extension  
Email

d. The name, mailing address, telephone number, and e-mail address of the representative of the Provider responsible for administration of the program under this Contract is:

Name  
Address  
City, State, Zip  
Phone & Extension  
Email

Upon change of representative information (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

53. **All Terms and Conditions Included**

This Contract and its attachments, \_\_\_\_\_ and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Attachment I and other attachments, if any;
- b. Any documents incorporated into any attachment by reference;
- c. The Standard Contract; and
- d. Any documents incorporated in the Standard Contract by reference.

**By signing this Contract, the parties acknowledge that they have read and agree to the entire Contract, as described in Section 53 above.**

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_\_ page Contract to be executed by their undersigned officials as duly authorized.

**FLORIDA AGENCY FOR PERSONS WITH DISABILITIES**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FEDERAL EID # (or SSN, if applicable):** \_\_\_\_\_

**Provider Fiscal Year Ending Date:** \_\_/\_\_/\_\_

## APPENDIX VII: MANDATORY REQUIREMENTS CHECKLIST

<b>Mandatory Criteria Checklist</b>	
<b>for: APD ITN 13-007</b>	
<i>[Note: The terms bid, proposal, or reply may be substituted for the term “response” as appropriate. Procurement Managers may add to the items below only after consultation with their legal representative.]</i>	
Print Vendor’s Name (Agency):	
Print Name of Agency Reviewer (Procurement Manager):	
Signature of Agency Reviewer:	Date:
Print Name of Agency Witness:	
Signature of Agency Witness:	Date:
<p>1. Was the response received by the date and time specified in the solicitation and at the specified address?</p> <p style="text-align: center;"><input type="checkbox"/> (YES) = Pass                      <input type="checkbox"/> (NO) = Fail</p> <p>Comments:</p>	
2. Does the reply include the following?	
a.	Signed Proof of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives) <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative. <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
c.	Evidence of the ability of the vendor to provide a payment and performance bond in the form required by Appendix IV. <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail]</span>
d.	Cost Proposal submitted in separate sealed envelope <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail]</span>
3. Is the “Yes” box in the Master Certification checked for each of the following?	
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
b.	Certification of Representations Per Section 9 of PUR 1001 <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
c.	Certification of Authority to Do Business in Florida <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
d.	Statement of No Involvement <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
e.	Conflict of Interest Statement (Non-Collusion) <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
f.	Certification Regarding Lobbying <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>
g.	Certification Regarding Scrutinized Companies List <span style="float: right;"><input type="checkbox"/> (YES) = Pass   <input type="checkbox"/> (NO) = Fail</span>



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h.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	
i.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	
j.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	
k.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	

Comments:

**4. Has the Agency verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?**

(YES) = Pass

(NO) = Fail

Comments:

## **APPENDIX VIII: SAMPLE EVALUATION MANUAL FOR RANKING / SHORTLISTING**

**The following manual is provided as an example of an evaluation manual APD evaluators will use for ranking and shortlisting proposals.**

**Solicitation #: APD13-007**

STATE OF FLORIDA  
AGENCY FOR PERSONS WITH DISABILITIES

Name of Program or Project: \_\_\_\_\_

Reply Due Date: \_\_\_\_\_

Contact Person Mailing Address: \_\_\_\_\_

Contact Person E-Mail Address: \_\_\_\_\_

Contact Person's Phone Number(s): \_\_\_\_\_

## General Instructions to Evaluators

1. Each evaluator will evaluate all replies that have passed the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. Any evaluator's score sheet(s) missing scores will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the reply to each evaluation criterion.
2. All evaluators will assign a raw score for each evaluation criterion using the scale of 0 to 5 (fractions of a point are not permissible). Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the reply. The assignment of an individual score must be based upon the following description of the point scores:

### Scoring Scale:

0 = no value; vendor has shown no capability, has ignored this area, or has so poorly responded to this criterion that understanding the vendor's response is not possible.

1 = poor; vendor has demonstrated little or no direct capability, or has not adequately covered this area, but there is some indication of marginal capability.

2 = minimally acceptable; vendor demonstrated minimum capability to address the need or requirement.

3 = good; vendor demonstrated more than just adequate capability and a credible approach to the need or requirement.

4 = very good; vendor has demonstrated a solid understanding of the Agency's specific need very strong capability and a very good approach to addressing the requirement.

5 = superior; vendor has demonstrated a comprehensive understanding of the Agency's need, and an excellent capability and an outstanding approach to addressing the requirement.

3. When completing their score sheets evaluators should record references to the sections of the solicitation document and the written reply materials, which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only one or two main places where the information evaluated was found. That information will be used during debriefing to assure that all evaluators considered essentially the same information when scoring. In general, the reference statements should be brief. If the reply does not address an evaluation criterion, evaluators should indicate "not addressed", and score it accordingly.
4. Each evaluator has been provided a copy of the solicitation (ITN), all attachments and amendments, and (if applicable) all vendors' inquiries, together with the written answers provided by the Agency. Each evaluator will also be provided with a copy of each solicitation response (reply,) which should be screened, evaluated, and scored according to the instructions provided in the solicitation and the evaluation manual (if a manual is produced).

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5. Replies shall be independently scored by each evaluator. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every reply received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Agency personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.
6. If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Manager. If such an attempt is made by the Procurement Manager, the evaluator must immediately report the incident to the Inspector General.
7. The written information submitted will be the basis upon which replies are evaluated and scored. Telephone interviews may be utilized to conduct reference checks. However, only written information contained in the solicitation responses may be evaluated.
8. Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
9. Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Manager or designee. Technical assistance may be provided at the request of the Procurement Manager by a technical advisor who is not involved in the scoring only when provided to all evaluators simultaneously.
10. Questions related to the solicitation and the evaluations of the reply should be directed only to:

Name of Procurement Manager: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

11. Following completion of the independent evaluations of the replies, the Procurement Manager or designee will hold a debriefing meeting with all evaluators. The purpose of the meeting is to ensure that all evaluators have generally used the same information from the vendor's reply as the foundation for their scoring, and that there have been no misunderstandings regarding the meaning of any evaluation criteria or the content of the replies. Once scores are given to the procurement manager, they may not be altered in any way.
12. After each evaluator has completed the scoring of every solicitation response independently, scores will be calculated to determine the total score for each. The evaluation scores are then submitted to the Procurement Manager for compilation and for further submission to the Director or designee for the shortlisting decision.
13. The Director or designee will review the rankings and supporting materials, and will make the determination of the ranking and short list for negotiations, taking into consideration cost and other evaluation criteria set forth in the Agency's solicitation. The Director or designee reserves the right to take any additional administrative steps deemed necessary in determining the final award, including additional fact finding or evaluation where necessary and where consistent with the terms of this solicitation and

applicable law. The decision making process used by the Director or designee when making the determination of ranking and shortlisting will be documented in the procurement file.

**The Qualitative Criteria**

Evaluators shall assign scores to each of the replies received by the Agency based on the following criteria.

1. Understanding of the Statement of Need/Meets Requirements
2. Organizational Qualifications
3. Technical Capability Criteria
4. Project Staffing Criteria
5. Project Management Criteria
6. Vendor's Approach and Solution
7. Financial Stability Criteria
8. Cost Proposal

## APPENDIX IX: SAMPLE RATING SUMMARY SHEET

The following rating summary sheet is provided as an example of an evaluation manual APD evaluators will use for ranking and shortlisting proposals.

**Solicitation #: APD13-007**

Vendor Name:

---

Evaluator Name:

---

Point Values for Programmatic Reply *[Summary will include a column for oral interview scores if they are included in the evaluation process.]*

Criterion #	Total Possible Score	Weighted Factor	Maximum Points	Vendor's Total Weighted Score
1				
2				
3				
4				
5				
6				
7				
Total	Maximum	Points		
<b>Total Reply Score</b>				

The maximum score for the Programmatic Reply is \_\_\_\_\_ points.

Point Values for Cost Proposal

Criterion #	Total Possible Score	Weighted Factor	Maximum Points	Vendor's Total Weighted Score
8				

The total possible score for the Cost Proposal is \_\_\_\_\_ points.

**Criteria for Understanding of the Statement of Need:**

These criteria are used to assess the vendor's understanding of the Agency's purpose for issuing the solicitation and its overall capacity for meeting the Agency's requirements and for successfully serving the Agency's clients. Examples include:

***Examples of other possible general purpose criteria that may be used:***

- *How well does the reply discuss the State's broad goals in procuring the services described in the solicitation?*
- *How well does the reply address the process and time frames for which contact will be made with the clients both prior to, during, and after successful termination of program services?*
- *How well does the vendor understand the need to integrate its services with other Agency partners and community stakeholders?*
- *How well does the reply clearly demonstrate the vendor's commitment to serving the program's clients prior to their participation in the current competition?*
- *How well does the reply describe a process for identifying client's needs and service provisions?*

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
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Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____	
Reply Tab ____ ; Addressing Sections _____	
<b><u>CRITERION 1 – Understanding of the Statement of Need/Meets Requirements</u></b>	
How well does the reply demonstrate the vendor's competence, capabilities, approach, and understanding of the purpose for services?	
<b>Considerations (Rate each consideration from 0 to 5).</b>	
How well does the reply address the following areas?	
a)	How well does the reply demonstrate the vendor's competence, capabilities, approach, and understanding of the need for services?
b)	How well does the vendor's reply demonstrate the necessary experience, organization, qualifications, skills, and facilities to serve the target population?
c)	Can the vendor supply objective and verifiable past performance evaluations, that demonstrate a record of integrity, competence, and satisfactory service delivery?
d)	How well does the reply describe a process for identifying client's needs and service provisions?
e)	How well does the vendor understand the need to integrate its services with other Agency partners and community stakeholders?
f)	How well does the vendor solution address and meet the overall defined requirements listed in the Statement of Need?
g)	How well does the reply provide a general overview of the vendor's purpose and activities and to what extent is it compatible or consistent with the goals of the services described in this solicitation?
(Possible = 35) Total:	
Weighted Factor: <b>.571</b>	
(Total Possible = 20) <b>TOTAL WEIGHTED SCORE:</b>	
<b>_____</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	



**Organizational Qualifications Criteria:**

The purpose of this section is to provide the Agency with a basis for evaluating the vendor's organizational qualifications for undertaking this project.

***Examples of other possible organizational qualifications criteria questions that may be considered include:***

- *Has the vendor received any awards, honors, or other public recognition for performing the same or similar work?*
- *How well does the reply address the vendor's degree of innovation or imagination in serving clients, particularly public sector clients?*
- *How well does the reply address the vendor's ability to work within complicated political environments and on work that will receive intense public scrutiny?*
- *Has the vendor worked at all levels of the public sector including local, state, and federal?*

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____ Reply Tab ____ ; Addressing Sections _____	
<b><u>CRITERION 2 – Organizational Qualifications</u></b> How well does the reply demonstrate the vendor's organizational qualifications for fulfilling the requirements associated with service delivery?	
<b>Considerations (Rate each consideration from 0 to 5).</b> How well does the reply address the following areas?	
a) Does the reply demonstrate the vendor was successful when performing similar work?	
b) Does the reply address and describe a successful history of overcoming problems encountered during service delivery and an organization that achieves established objectives in a timely and cost effective manner?	
c) Does the vendor have a demonstrated history of performing work or projects that are similar to the duties of the project?	
d) Does the reply demonstrate the full and complete corporate or organizational commitment to meeting the Agency's requirements and client service needs?	
e) Does the reply address and describe an organizational structure and approach that are indicative of likely success in delivering the requested services?	
<i>(Possible = 25)</i> Total:	
Weighted Factor:	<b>.40</b>
<b>(Total Possible = 10) TOTAL WEIGHTED SCORE:</b>	
<b>REFERENCES:</b>  	
<b>NOTES:</b>  	

**Technical Capability Criteria:**

The purpose of this section is to provide the Agency with a basis for evaluating the vendor's technical capabilities for undertaking this project. Examples include:

***Examples of other possible technical capability criteria questions that may be considered include:***

- Does the proposed facility meet the physical security requirements necessary to deliver the desired services?
- *How well does the reply address and describe the issue of equipment procurement (if applicable)?*

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____ Reply Tab ___ ; Addressing Sections _____	
<b><u>CRITERION 3 – Technical Capability</u></b> How well does the reply demonstrate the vendor’s technical capability and information systems approach to fulfilling the requirements associated with service delivery?	
<b>Considerations (Rate each consideration from 0 to 5).</b> How well does the reply address the following areas?	
a) Does the vendor have the necessary information technology equipment, staff, and qualifications to perform the duties of the project?	
b) Does the reply address and describe the availability of adequate information systems to support the project’s financial, administrative, and client services requirements?	
c) Does the reply address and describe the issue of requested reports, including ad hoc reporting requirements necessary to support project management and oversight, including information required by the Agency to monitor the vendor’s performance and service delivery?	
d) Does the reply address and describe methods for meeting the requirements for records and documentation standards required by law, rule, or prescribed best practices?	
e) How well does the reply address and describe the issues of system security?	
<i>(Possible = 25)</i> Total:	
Weighted Factor:	<i>.40</i>
<i>(Total Possible = 10)</i> <b>TOTAL WEIGHTED SCORE:</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	

**Project Staffing Criteria:**

The purpose of this section is to provide the Agency with a basis for evaluating the number and qualifications of the vendor's administrative, project, direct service, professional and other licensed personnel to properly deliver services. Examples include:

***Examples of other possible staff capability criteria questions that may be considered include:***

- Does the reply define the specific positions for all staff including:
  - roles in the overall organization structure
  - staffing levels for all project tasks
  - relative education required
  - relative work experience required
  - number of full-time, part-time staff proposed?
- Does the reply describe the proposed assignment of staff and associated supervision, including, at a minimum:
  - a description of how the staff will be assigned to address all functions associated with the proposed statement of work, program, or project, and
  - specific numbers, qualifications, licenses, credentials and roles of each supervisor or manager assigned to the project?
- To what extent is the number of personnel identified for the project adequate to provide the proposed services?
- How well does the reply describe the job responsibilities and how these responsibilities follow the requirements defined in the solicitation?

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____	
Reply Tab ___ ; Addressing Sections _____	
<b><u>CRITERION 4 – Project Staffing</u></b>	
How well does the reply demonstrate the adequacy and professional capabilities of the vendor's staffing to fulfill the requirements associated with service delivery?	
<b>Considerations (Rate each consideration from 0 to 5).</b>	
How well does the reply address the following areas?	
a)	Does the reply include an organizational chart, which identifies staff relationships, all positions devoted to the project, geographical location for each employee, and the amount of time each employee shall devote to the project?
b)	Does the reply include resumes and references for all employees assigned to the contract?
c)	Does the reply identify the key personnel required by the solicitation, which includes the name of the person(s) being proposed in each staff classification and the page number in the reply where the resume for each person can be found?
d)	How well does the reply describe the job responsibilities and how these responsibilities follow the requirements defined in the solicitation?
e)	To what extent are complete job descriptions/resumes for each position, showing minimum training, education and experience, included in the reply?
<i>(Possible = 25)</i> Total:	
Weighted Factor:	
<b>.20</b>	
<b>(Total Possible = 5) TOTAL WEIGHTED SCORE:</b>	
<b>_____</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	

**Project Management Criteria:**

The purpose of this section is to provide the Agency with a basis for evaluating the vendor's approach to project management and its qualifications for ensuring that services will be delivered in accordance with its response to the solicitation and the final negotiated agreement.

***Examples of other possible project management criteria questions that may be considered include:***

- Does the vendor's background and work experience demonstrate their ability to manage the functions required by the project? To help determine this, consider the following:
  - the vendor's primary line of business
  - the vendor's total number of employees
  - the vendor's number of personnel dedicated to this project
  - any conflict of proposed staff assignments with other on-going operations.

**RATING SHEET FOR THE PROGRAMMATIC REPLY**

ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____	
Reply Tab ___ ; Addressing Sections _____	
<b><u>CRITERION 5 – Project Management</u></b>	
How well does the reply demonstrate the adequacy and professional capability of the vendor to properly manage all of the staff, activities, and resources that will be required to fulfill the requirements of the project?	
<b>Considerations (Rate each consideration from 0 to 5).</b>	
How well does the reply address the following areas?	
a)	Does the reply contain a project management plan describing a comprehensive management structure and system for the project?
b)	Has the vendor provided evidence that former clients have been, and current clients are, satisfied with the number and qualifications of managers assigned to manage similar contracts?
c)	Does the vendor's overall approach to the organization of the project adequately address the scope and complexity of the contract tasks?
d)	Does the vendor have an effective quality control system that quickly identifies service delivery deficiencies, systematically assesses root causes and develops solutions, and efficiently implements solutions including continued feedback and follow-up actions?
e)	Does the vendor's information technology system support all of the activities and processes that are included in its project management approach?
f)	Do the proposed managers and directors possess demonstrated records of providing the same or similar services in environments that correspond to the one contemplated by the solicitation?
(Possible = 30) Total:	
Weighted Factor:	
(Total Possible = 10) <b>TOTAL WEIGHTED SCORE:</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	



### **Vendor Approach and Solution Criteria:**

The purpose of this section is to provide the Agency with a basis for evaluating the vendor's proposed approach and solution identified in the vendor's reply. Approach and solution criteria include assessing the vendor's strategic approach for performing the services described, the vendor's description of how the work will be completed, the number, type, and suitability of any subcontractors named in the reply, and the vendor's approach to acquiring and overseeing additional subcontractors after contract award.

#### ***Examples of other possible vendor approach and solution criteria questions that may be considered include:***

- Does the vendor's background and work experience demonstrate their ability to manage the project? To help determine this, consider the following:
  - whether the vendor typically uses the proposed approach in its primary line of business
  - whether the vendor's proposed approach is suitable for the services, clients, and community
  - any potential conflicts of interest between subcontractors proposed by the vendor and other responding vendors
  - any potential conflicts of interest between subcontractors proposed by the vendor and other ongoing Agency operations.
- Does the vendor have an effective quality control system that quickly identifies service delivery deficiencies, systematically assesses root causes and develops solutions, and efficiently implements solutions including continued feedback and follow-up actions?

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____ Reply Tab ___ ; Addressing Sections _____	
<b><u>CRITERION 6 – Vendor’s Approach and Solution</u></b> How well does the reply demonstrate the adequacy and professional capability of the vendor to properly manage subcontractors identified in its reply and any additional subcontractors that will be required to fulfill the requirements of the project?	
<b>Considerations (Rate each consideration from 0 to 5).</b> How well does the reply address the following areas?	
a)	Does the reply contain a plan describing a comprehensive and well-thought approach to the project and a reasonable system for completing the project?
b)	Has the vendor provided evidence that it has used this approach effectively to serve former clients and current clients?
c)	Does the vendor’s overall approach to the organization of the subcontractors adequately address the scope and complexity of the contract tasks?
d)	Does the vendor’s information technology system support all of the activities and processes that are included in its subcontract management approach?
e)	Do the vendor’s proposed procurement and contracting personnel possess demonstrated records of providing the same or similar services in environments that correspond to the one contemplated by the solicitation?
(Possible = 25) Total:	
Weighted Factor: <span style="float: right;">.80</span>	
(Total Possible = 20) <b>TOTAL WEIGHTED SCORE:</b> <span style="border: 1px solid black; display: inline-block; width: 60px; height: 20px; vertical-align: middle;"></span>	
<b>REFERENCES:</b>  	
<b>NOTES:</b>  	

## **Financial Stability Criteria:**

The purpose of these criteria is to provide the Agency with a basis for evaluating the vendor's financial capabilities for undertaking this project.

### ***Examples of other possible financial criteria questions that may be considered include:***

- Does the reply provide three (3) years of financial information including any of the applicable statements? .
  - Statements of Financial Position
  - Statements of Activities
  - Dun and Bradstreet Report or Equivalent
  - Statements of Cash Flow
  - Statements of Changes in Financial Position
  - Auditors' Reports
  - Notes to Financial Statements
  - Summaries of Significant Accounting Policies
  - Federal Income Tax Return
  - Any other relevant statistical information
- What is the vendor's ratio of current assets to liabilities?
- What is the vendor's net worth?
- Can the vendor conduct business with the Agency without relying on advances, especially if the project is not a new one?
- How well does the reply identify all sources of revenue received for the total operation of the company or agency?
- How well does the reply describe the company or agency's internal system for fiscal control and oversight?
- How well does the reply describe the company or agency's maintenance of fiscal records (e.g., Are records kept in an auditable format for easy access by the Agency)?

**RATING SHEET FOR THE PROGRAMMATIC REPLY**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____	
Reply Tab ____ ; Addressing Sections _____	
<b><u>CRITERION 7 – Financial Stability</u></b>	
How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?	
<b>Considerations (Rate each consideration from 0 to 5).</b>	
How well does the reply address the following areas?	
a)	How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
b)	Does the vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?
c)	Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
d)	Has the vendor satisfactorily completed all corrective actions related to findings in previous audits or areas brought to management’s attention in management letters?
e)	Has the vendor had any previous financial difficulties in performing contracts for the State?
(Possible = 25) Total:	
Weighted Factor:	
(Total Possible = 5) <b>TOTAL WEIGHTED SCORE:</b>	
<b>.20</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	

## **Cost Proposal Evaluation Criteria:**

*Note: Cost proposals may be evaluated by use of a mechanically applied formula, or through the application of evaluator-scored criteria similar to those used to evaluate other parts of the reply. If the solicitation does not use a mechanical formula to assign cost-related points to individual replies, it is possible to allow knowledgeable evaluators to review cost proposal information and assign scores individually as they do with other criteria.*

Cost proposal evaluation criteria assess the vendor's proposed compensation for performing the services required by the contract. For purposes of evaluating the cost proposal the following questions may be considered:

### ***Examples of other possible cost-related criteria questions that may be considered include:***

- *How well does the budget narrative clearly support the following specific contract activities (items to be specifically described in the evaluation manual)?*
- *To what extent does the budget narrative contain line items that are not usual, reasonable, or customary for similar service categories?*
- *How well does the budget narrative clearly reflect a focus on ensuring that the maximum amount of money is available for direct client services?*
- *How well do the costs presented in the budget reflect items which are cost effective and from which the public may be expected to derive continuing value?*
- *How well are indirect costs allocated to this project justified in the cost proposal?*
- *Does the cost proposal contain a statement that the vendor and any subcontractor(s) certify that the prices proposed have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other vendor or with any competitor?*
- *To what extent does the budget narrative clearly support the proposed specific line items?*

**RATING SHEET FOR THE COST PROPOSAL**  
ITN 13-007 Client Data Management System

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

Vendor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

<b>Response to</b> _____	
Reply Tab ___ ; Addressing Sections _____	
<b><u>CRITERION 8 – Cost Proposal</u></b>	
How well does the proposal demonstrate the competitiveness, reasonability, and necessity of the costs proposed for project activities or service delivery?	
<b>Considerations (Rate each consideration from 0 to 5).</b>	
How well does the proposal address the following areas?	
a)	How well does the budget narrative (or other proposal pricing documentation) clearly support the proposed Line Item Budget?
b)	How well does the budget narrative clearly support the project activity or service delivery described in the reply?
c)	How well do the costs presented in the budget reflect items which are reasonable and necessary?
d)	How well are indirect costs allocated to this project justified in the cost proposal?
e)	Are the administrative costs proposed in the proposal reasonable?
f)	Do the non-direct service delivery costs exceed a pre-determined threshold, e.g.10% or above?
g)	How reasonable is the method for determining costs or prices described in the cost proposal?
(Possible = 35) Total:	
Weighted Factor: .571	
(Total Possible = 20) <b>TOTAL WEIGHTED SCORE:</b>	
<b>_____</b>	
<b>REFERENCES:</b>	
<b>NOTES:</b>	