



**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

# DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

## Solicitation Acknowledgement Form

Page <u>1</u> of <u>65</u> pages	SUBMIT PROPOSAL TO: <b>Department of Economic Opportunity (DEO) Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455</b>
AGENCY RELEASE DATE: <b>May 25, 2018</b>	

SOLICITATION TITLE: <b>CSBG/LIHEAP/WAP Data Tracking System</b>	SOLICITATION NO: <b>18-RFP-006-BM</b>
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PROPOSALS WILL BE OPENED: **June 27, 2018 at 3:00 PM, Eastern Time**  
and may not be withdrawn within 180 days after such date and time.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <b>* Authorized Representative's Signature</b> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <b>* Name and Title of Authorized Representative</b> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <b>*This individual must have the authority to bind the Respondent.</b>
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

**RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.**

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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**SECTION A**  
**PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS**

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

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

**PUR 1000 – GENERAL CONTRACT CONDITIONS**

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

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

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

- B.1 Solicitation Number** 18-RFP-006-BM
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Community Development
- B.4 Issuing Office** Blake McGough/Vincent McKenzie  
 GOC III/Property and Procurement Manager  
 107 East Madison Street, B-047  
 Tallahassee, Florida 32399  
 (850) 245-7443/ 245-7463  
[blake.mcgough@deo.myflorida.com](mailto:blake.mcgough@deo.myflorida.com)  
[vincent.mckenzie@deo.myflorida.com](mailto:vincent.mckenzie@deo.myflorida.com)

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

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

**B.6 Calendar of Events**

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

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	5/25/2018
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	6/8/2018 at 3:00 PM
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	6/15/2018
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	6/27/2018 at 3:00 PM
5.	Anticipated Evaluation of Technical Proposals	7/2/2018
6.	Anticipated Posting of Notice of Intent to Award	7/12/2018
7.	Anticipated Contract Start Date	7/31/2018

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Addenda or clarifications to this RFP along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the proposal. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

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

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on DEO's federally approved cost allocation plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B.13 Solicitation Requirements**

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

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## MANDATORY REQUIREMENTS FOR EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

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

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

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

DEO is requesting proposals from prospective contractors to provide a client tracking software to effectively and efficiently manage the required data collection and reporting of client outcomes and financial assistance for services provided through the Low Income Home Energy Assistance Program (LIHEAP), Community Services Block Grant (CSBG), and the Weatherization Assistance Program (WAP). All work shall be performed in accordance with the Scope of Work contained in Section C.

**B.19 Number of Awards**

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, at its sole discretion, shall determine whether multiple contracts will be issued.

**B.20 Contract Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B.27 Vendor Registration**

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/requirements\\_for\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

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

43231500	Business function specific software
43231500	Business function specific software
43232202	Document management software
43232303	Customer relationship management CRM software
43232400	Development software
43232401	Configuration management software
43232402	Development environment software
43232403	Enterprise application integration software
43232404	Graphical user interface development software
43232408	Web platform development software
43233006	Virtual machine software
43233508	Mobile operator specific application software
43233701	Enterprise system management software
81111500	Software or hardware engineering
81112212	Customer relationship management software maintenance
81111503	Systems integration design
81111504	Application programming services
81111507	ERP or database applications programming services
81111508	Application implementation services
81111704	Database design
81111705	Systems architecture
81112501	Computer software licensing service
80111608	Temporary information technology software developers

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*A list of Commodity Codes can be found here:*

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/current\\_projects/myfloridamarketplace\\_commodity\\_code\\_standardization\\_project](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project) *but if you need assistance, the purchasing office can help.*

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

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

## **B.29 Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

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

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

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's proposal. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by DEO based on the terms described in Section C.7 of this RFP.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

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

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Contractor shall be required to

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provide written notification to DEO within (5) working days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

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

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

### **B.33 Most Favored State Status**

Preferred Pricing – Most Favored State Status – Consistent with the goals of Section 216.0113, F.S., Contractor acknowledges and recognizes that DEO wants to take advantage of any improvements in pricing over the course of the Contact period. To that end, the pricing indicated in this contract, is a maximum guarantee under the terms of this clause. Contractor’s pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts with other public entities. Comparable contracts are those which are similar in size, scope, and terms. The Contractor shall submit to DEO a completed Preferred Pricing affidavit form annually, as identified in Attachment L.

Respondents awarded a contract as a result of this RFP must agree to a most favored state status so that in the event the Respondent offers any other State CSBG/LIHEAP/WAP Agency (or department) more favorable contract terms in relation to reimbursable items and events, or revenue share percentages that the Contractor agrees to make those terms available to DEO at DEO’s option.

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

A signed original Technical Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually and one (1) electronic copies of the signed original Technical Proposal (on compact disc). The original shall be labeled “Original Technical Proposal” and all copies shall be labeled “Technical Proposal Copy.” The original and copies may then be submitted together.

A signed original Cost Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Proposal (on compact disc). The original shall be labeled “Original Cost Proposal” and all copies shall be labeled “Cost Proposal Copy.” The original and copies may then be submitted together.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original Technical Proposal or the one (1) electronic (i.e., on compact disc), signed copy of its original Cost Proposal with its proposal package, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

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

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

### **B.35 Elaborate Proposals**

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

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

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

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

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

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

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

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

- **Cover Sheet - DEO Solicitation Acknowledgement Form**

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

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

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

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

- **Tab 1 – Table of Contents**

The Respondent’s proposal shall have a table of contents referencing the proposal contents by section to the appropriate pages. The following table contains the organization guidelines for proposal responses.

<b>PROPOSAL SECTION</b>	<b>RFP SECTION NO.</b>
Table of Contents	Tab 1
Executive Summary	Tab 2
Company Background	Tab 3
Description of Client Data Tracking and Case Management System	Tab 4
Functional & Technical Specifications	Tab 5
Implementation Plan and Project Management	Tab 6
Training, Warranty, Maintenance & Support Option(s)	Tab 7
Duty of Continuing Disclosure of legal Proceedings	Tab 8
Attachments	Tab 9

- **Tab 2 – Executive Summary**

This section is intended to provide the respondent with an opportunity to provide an “executive” level overview of their proposal, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should include a brief description of the proposed system; including its capabilities as they would meet DEO’s client data tracking and case management requirements.

- **Tab 3 - Company Background, Qualifications and Prior Relevant Experience**

Please provide a brief company history including all of the following points:

- Identify the primary point of contact for this proposal and also for the project. Please include name, email, phone number, and any applicable credential information.
- Identify all company office locations and total number of employees.
- Identify how long the company has worked with State offices managing community action programs.
- Total number of active clients supported on the solution proposed.
- An overview of how the organization helps state offices and their community action partners to implement the CSBG Results Oriented Management and Accountability (ROMA) and how the organization has responded so far to changes that have been made to ROMA.

- **Tab 4 -- Client Data Tracking and Case Management System**

- Provide a detailed description of the Client Data Tracking and Case management solution or product offering. Include an overview of the hardware, software, database architecture, and components of the solution proposed to meet DEO’s requirements.
- Describe how the system meets traditional and current CSBG, LIHEAP, WAP and other Community Action data tracking and reporting requirements.
- Describe how the system shall support the data entry, data retrieval and data analysis needs of DEO’s program staff and the staff of DEO’s service delivery partners.
- Describe what equipment will have to be purchased to support the proposed solution.

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- Describe DEO's rights to data and what level of control DEO will have over data entered in the system.
  - Describe the format in which data entered by DEO will be provided to DEO in the event of separation.
  - Describe DEO's hosting options.
  - Describe whether the system is cloud based, who the cloud vendor is, and what region the cloud provider is located.
  - Describe in detail the overall system architecture of the solution being proposed.
  - Describe how the solution facilitates the use of electronic signatures.
  - Describe how the solution facilitates a paperless service provision environment.
- **Tab 5 -- Functional & Technical Specifications**  
Describe in detail how the proposed solution meets the required technical specifications requirements outlined in **Section C.4.**
- **Tab 6. -- Implementation Plan and Project Management**
    - Provide a detailed description of the implementation plan.
    - Provide the estimated project schedule with detailed timeline and a complete description of the key activities required for the installation of the proposed system.
    - Provide a description of how updates on the project will be provided to DEO on a weekly basis.
    - Describe the project team members and other key personnel and identify the tasks both the Vendor and DEO will perform to successfully implement the proposed system.
    - Identify any equipment DEO needs to purchase prior to installation date.
    - For solutions that will require customization to a base product to meet DEO's requirements a detailed estimate and description of proposed customizations and associated cost estimates on top of base costs shall be included in the proposal.
    - Describe how you will coordinate with DEO's Information Technology Office
    - Provide a detailed plan regarding cut over from existing system to the new system.
    - Describe how the proposed system will work behind DEO's firewall – if applicable.
    - Describe how you will coordinate with DEO's Information Technology office to configure any necessary servers.
- **Tab 7. -- Training, Warranty, Maintenance & Support Option(s)**
    - Provide a complete maintenance plan and warranty plan as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.
    - Include initial warranty length of any and all parts, materials and labor.
    - Provide all system administration and end user documentation of the Client Data Tracking and Case Management system being proposed. Electronic documentation is preferred.
    - The proposal must include a plan that outlines how the system users will be trained on the proposed system. Training will include sufficient information and experience to familiarize users with system and basic operation.



- Provide a plan for training current staff and what training materials and methods will be used.
- Describe a plan for training trainers at DEO to facilitate ongoing training for new and existing staff who need refreshers.
- Provide a description of the Service Level Agreement for support and maintenance agreement for cloud hosting in as much detail as possible. Attach copies of the agreements in place as well, or a sample of the sort of agreement that will apply to DEO's contract.

- **Tab 8 - Duty of Continuing Disclosure of Legal Proceedings**

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

- **Tab 9 – Attachments**

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

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



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

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

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

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

**Failure to complete and submit Attachment B, “Cost Proposal”, will result in the proposal being deemed non-responsive and therefore, the proposal will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

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

In the space provided on Attachment A, “Reference Form,” the Respondent must list all the names under which it has operated during the last ten (10) years from the issuance date of this solicitation. DEO will review its records to identify all contracts that the Respondent has undertaken with DEO, where the Respondent was the prime contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The Respondent’s work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor of DEO during the timeframe specified above, DEO will be one of the two clients selected for contact).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B.39 RFP Process**

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

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

### **B.40 Evaluation Criteria**

1. General
  - a. DEO reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.
  - b. Non-responsive proposals shall include, but not be limited to, those that:
    - Fail to meet any statutory requirements;
    - Are irregular or are not in conformance with the requirements and instructions contained herein;
    - Fail to utilize or complete prescribed forms; or
    - Have improper or undated signatures

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- c. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent’s capability to fully perform the contract requirements and/or the Respondent’s demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract. DEO may deem the Respondent as non-responsible.

2. Evaluation Criteria

See Attachment I – Evaluation Criteria

3. Evaluation Scoring.

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

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If DEO exercises the right, the short list will be posted on the Vendor Bid System. In the event DEO exercises the right to hold oral discussions, the scores given for each evaluation criterion will be added to the score given for that same criterion initially.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	90	2
Company B	100	1
Company C	80	3.5*
Company D	75	5
Company E	80	3.5*

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

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

**B.41 Award**

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

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

[http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

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

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

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

- (1) Proposals from a Florida-domiciled entity (as determined by the Florida Department of State) that also certify that a drug-free workplace has been implemented in accordance with Section 287.087;
- (2) In accordance with Section 287.057(12), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- (4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

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

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

1. Scope of Work (Section C),
2. DEO Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Proposals (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Proposal.

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

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

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

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

#### **B.45 Visitor Pass to the Caldwell Building**

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

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

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

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

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

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

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

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

#### **B.49 Agency for State Technology (AST)**

The Respondent understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Chapter 74-1, F.A.C. The Respondent will ensure the AST has the necessary data and reports to support compliance. The AST shall have the authority to access any and all documents, information or gain other access afforded DEO under this Contract.

#### **B.50 Definitions**

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- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt” from disclosure as a public record under the Florida Statutes.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the contract and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- Contractor Personnel: Persons directly employed by the Contractor.
- CSBG: Community Services Block Grant.
- DEO: Florida Department of Economic Opportunity.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
  - New Year’s Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran’s Day
  - Thanksgiving Day and the following day
  - Christmas Day
- DOE: United States Department of Energy.
- HHS: United States Department of Health and Human Services.

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- Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- LIHEAP: Low Income Home Energy Assistance Program.
- Premises(s): The entire Department of Economic Opportunity property identified by DEO's Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.
- Project Manager: DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- Proposal: The offer extended to DEO in response to a Request for Proposal.
- Respondent: The person or entity submitting a proposal in response to a Request for Proposal.
- Responsive Bid: A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- Subcontractor: A person or entity contracting to perform part or another's entire contract, upon Department approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- WAP: Weatherization Assistance Program.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

### **B.51 Strict Enforcement**

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



## SECTION C SCOPE OF WORK

### C.1 Purpose

The purpose of this RFP is to solicit proposals from qualified and competent vendors for the design, installation, and ongoing support of a DEO Data Tracking and Case Management solution for the Low Income Home Energy Assistance Program (LIHEAP), the Community Service Block Grant Program (CSBG), and the Weatherization Assistance Program (WAP).

### C.2 Background/Overview

DEO has determined that the procurement of a more contemporary client Data Tracking and Case Management system is necessary to replace the current legacy system developed in-house over a decade ago in order to: (1) better position DEO to make data driven decisions, (2) accurately track services provided to the customers served and the outcomes that result from the services provided, and (3) accurately track the demographic details of those served.

### C.3 General Description

Provide the design, installation, training, maintenance and ongoing support of a DEO Data Tracking and Case Management solution for LIHEAP, CSBG, and WAP. The system must allow LIHEAP, CSBG and WAP subrecipients to collect client data, services and outcomes as well as track, assess, and determine eligibility for a variety of services. The solution must be scalable, reliable, and meet the requirements outlined in this RFP. The software must have “business logic” and “domain logic” to ensure program compliance with federal grant rules. “Business logic” and “domain logic” is the part of the program that encodes the business rules that determine how data can be created, displayed, stored, and changed. In addition, DEO needs a solution that meets the following specific requirements:

### C.4 Functional & Technical Specifications Requirements

The proposed solution must meet the following functional and technical specifications:

#### Funding (CLWS 1000)

REQUIREMENT #	REQUIREMENT DESCRIPTION
CLWS_1001	Ability to manage ongoing CSBG annual reporting based on National Performance Indicators (NPIs) and Results Oriented Management and Accountability (ROMA), including demographic reports, client by locality reports, and WAP Quarterly Performance Reports (QPR).
CLWS_1002	Ability to manage ongoing reporting and client data tracking/case management associated with WAP, CSBG, and LIHEAP sources of funds.
CLWS_1003	Other funding/funder-related features available as part of the base price of the solution.

**Intake (CLWS 2000)**

<b>REQUIREMENT #</b>	<b>REQUIREMENT DESCRIPTION</b>
CLWS_2001	Capability to alert staff that client meets eligibility requirements for other services/programs within the DEO network.
CLWS_2002	Capability to segregate service data by funding source, customer income level, and geographical location.
CLWS_2003	Capability to maintain and edit data for individuals and families (including individuals sharing a household) at any point in time and with traceable history of edits and how they are linked.
CLWS_2004	Capability to handle/reject duplicate client records.
CLWS_2005	Capability to collect volunteer demographics; Knowledge, Skills, and Abilities (KSAs); hours;
CLWS_2006	Capability to handle error/omission during the entry of client records.
CLWS_2007	Capability to give "real time" prompts and not move forward if certain required data is not entered.
CLWS_2008	Capability of system to aid in determining eligibility for agency/program services.
CLWS_2009	Capability to merge partial separate records on the same individual/family. Capability to track referred-from source.
CLWS_2010	Capability to alert/remind staff to update client profiles during subsequent visits for service.
CLWS_2011	Capability to import customer data or service data from a flat file or other external source.
CLWS_2012	Capability to identify and reject addresses that do not exist.
CLWS_2013	Capability to update system with addresses of newly developed properties.

CLWS_2014	<p>Capability to upload soft copies of required customer documentation and associate them with the customer's profile. Such documents include:</p> <ul style="list-style-type: none"> <li>• Driver's License or Non-Driver's Identification Card</li> <li>• State Issued Picture Identification Card</li> <li>• Temporary Assistance for Needy Families (TANF) Identification Card</li> <li>• Certifications</li> <li>• Birth Certificate</li> <li>• Resume</li> <li>• Lease Agreement</li> <li>• Utility Bill</li> <li>• Landline Phone Bill (Not Cell Phone Bill)</li> <li>• Mortgage statement/Mortgage Deed</li> <li>• Recent Pay Stub</li> <li>• IRS Form W-2 (Wage and Tax Statement)</li> <li>• IRS Form 1040 (Federal Income Tax Form)</li> <li>• TANF Income Statement</li> <li>• Supplemental Security Income (SSI) Statement</li> <li>• Unemployment Pay Stub</li> <li>• Employer Income Verification</li> <li>• Any other supporting document</li> </ul>
CLWS_2015	Capability to accept electronic signatures.
CLWS_2016	Other intake related features available as part of the base price of the solution.

#### Service/Outcome Tracking (CLWS 3000)

REQUIREMENT #	REQUIREMENT DESCRIPTION
CLWS_3001	Capability to segregate services received by clients based on source of funding used.
CLWS_3002	Capability to segregate services received by clients based on staff person providing the direct service.
CLWS_3003	Capability to segregate services received by clients based on the DEO service provider administering the services, as well as the date of the service.
CLWS_3004	Other service/outcome entry related features available as part of the base price of the solution.

#### Case Management (CLWS 4000)

REQUIREMENT #	REQUIREMENT DESCRIPTION
CLWS_4001	Capability to initiate and facilitate case management by staff, to record detailed case notes, and to follow-up on clients.
CLWS_4002	Capability for staff to generate client goals and action steps.

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CLWS_4003	Capability to schedule client meetings and notify/remind case worker as well as the client via email/text/phone etc. of upcoming appointment(s).
CLWS_4004	Capability to store all of the history of services/outcomes associated with a given person/family.
CLWS_4005	Capability to alert staff to follow-up with client via automatic alerts.
CLWS_4006	Capability to track - within a single profile (demographics linked with services and outcomes associated with a specific client or family) - services provided to clients (and outcomes achieved) by a variety of staff in different programs (internal programs and external partners); with the ability to retrace who did/entered what.
CLWS_4007	Capability of the system to track various types of client interactions (i.e. phone calls, meetings, file updates, text messages.)
CLWS_4008	Capability to upload documents, files and images so that files may be audited online/electronically; and also accept scanned supporting documents while associating those files with a given client/family records.
CLWS_4009	Other case management related features available as part of the base price of the solution.

**Client Data (CSWS 5000)**

<b>REQUIREMENT #</b>	<b>REQUIREMENT DESCRIPTION</b>
CLWS_5001	Capability to move clients between agencies, programs and partner agencies; or to share them between different programs.
CLWS_5002	Capability to protect client privacy via user access levels and masking of social security numbers.
CLWS_5003	Capability to restrict read/write access to client SSNs by unauthorized staff.
CLWS_5004	Capability to archive records and/or to designate inactive clients for reason e.g. death, migration out of area, no longer eligible, achieved self-sufficiency.
CLWS_5005	Other client data related features available as part of the base price of the solution.

**Reporting (CSWS 6000)**

<b>REQUIREMENT #</b>	<b>REQUIREMENT DESCRIPTION</b>
CLWS_6001	Capability to dynamically generate reports based on selected parameters, dates and terms/characteristics. Such parameters include starting date, ending date, gender, family size, income level, zip code, ward, age, educational level completed, source of income, program/service provider, type of housing.
CLWS_6002	Capability to generate unduplicated client counts across all agency programs and partners.
CLWS_6003	Capability to export a user-created report to a Word document, Excel or Adobe.
CLWS_6004	Capability to generate data integrity check reports as well as logs of modifications to already entered data.
CLWS_6005	Capability for staff persons to generate a report of all pending follow-up actions to be done as of the date of the report.
CLWS_6006	Capability for managers to generate a report on all follow-up actions that are past due by staff persons responsible for each.
CLWS_6007	Other reporting related features available as part of the base price of the solution.

**System Administration (CSWS 7000)**

<b>REQUIREMENT #</b>	<b>REQUIREMENT DESCRIPTION</b>
CLWS_7001	Capability of the system to allow for custom program/service creation.
CLWS_7002	Capability of the system to allow for the addition of demographic characteristics deemed necessary at a later date.
CLWS_7003	Capability to facilitate internal and external referrals, to print referrals issued, and to update the list of agency programs and/or outside agencies to which referrals can be made.
CLWS_7004	Capability to search the system for referral agency by multiple criteria.
CLWS_7005	Capability to use active directory authentication/passwords and access levels to restrict staff access to certain client/outcome data.

CLWS_7006	Capability for the system to have an Application Programming Interface (API) that would allow DEO access to the database.
CLWS_7007	Capability to restrict staff ability to revise previously entered records/services/outcomes without administrator permission.
CLWS_7008	System updates that keep DEO up to date with CSBG, LIHEAP, WAP and Community Action Reporting requirements are included as part of ongoing maintenance.
CLWS_7009	Capability to establish agency level and program level outcome/service targets, and to track actual performance against established goals and targets.
CLWS_7010	Other system administration features available as part of the base price of the solution.

### C.5 Deliverables, Tasks, Performance Measures and Financial Consequences

#### Contractor agrees to perform the following:

<b>Planning Phase</b>		
<b>Deliverable No. 1 – Introduction and Project Management Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Conduct project kickoff meeting(s) at DEO's location.  Develop the Project Management Plan (PMP) and the PMP sub-plans: <ul style="list-style-type: none"> <li>• Project Plan Summary;</li> <li>• Project Scope Management Plan;</li> <li>• Resource Management Plan;</li> <li>• Risk Management Plan;</li> <li>• Communication Plan;</li> <li>• Project Change Management Plan;</li> <li>• Project Schedule (developed in Microsoft Project format);</li> <li>• Quality Management Plan;</li> <li>• Security Management Plan.</li> </ul>	Conduct kickoff meeting and provide completed PMP and PMP sub-plans, as specified, within 15 business days of contract execution.  Evidence of sign-in sheet, PMP plans and any other required documentation must be submitted and approved by DEO.	Failure to conduct kickoff meeting and provide PMP Management Plan and sub-plans within 15 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 1 - \$Cost</b>		

<b>Analysis and Design Phase</b>		
<b>Deliverable No. 2 – Gap Analysis and Requirements Validation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that the Department must follow in the administration of its various programs,	Perform Gap Analysis and Requirements Validation, as specified, and map the requirements to the proposed solution within	Failure to Perform Gap Analysis and Requirements Validation within 30 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date.

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and identify the gaps between them, and then provide a list of the requirements to DEO.  Then map each requirement to the proposed product/solution.	30 business days of contract execution.  Evidence of requirements documents and any other required documentation must be submitted and approved by DEO.	Such reduction shall be made from the deliverable payment.
<b>Deliverable 2 - \$Cost</b>		
<b>Deliverable No. 3 – Business Process Reengineering Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Development of Business Process Reengineering (BPR) Plan.  The contractor shall develop in-depth BPR Plans to reflect the approved system design and shall document the new business processes to the Department.	Develop BPR, as specified, within 30 business days of contract execution.  Evidence of BPR Plans and any other required documentation must be submitted and approved by DEO.	Failure to develop the BPR within 30 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 3 - \$Cost</b>		
<b>Deliverable No. 4 – System Documentation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop the System Design Document and include the supporting documents: <ul style="list-style-type: none"> <li>• Business Design Document;</li> <li>• User Interface Control Document;</li> <li>• Systems Integration Document;</li> <li>• Entity Relationship Diagram;</li> <li>• Data Flow Diagram;</li> <li>• Data Dictionary;</li> <li>• Infrastructure Requirements;</li> <li>• Security Requirements;</li> <li>• ADA Compliance Requirements;</li> <li>• Maintenance Requirements;</li> <li>• User Documentation Requirements.</li> </ul> Develop the Interface Specification Design Document.  Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.	Develop the System Design Document, Interface Specification Design Document and Reports Inventory, as specified, within 60 business days of contract execution.  Evidence of the development of the System Design Document, Interface Specification Design Document and Reports Inventory and any other required documentation must be submitted and approved by DEO.	Failure to develop the System Design Document, Interface Specification Design Document and Reports Inventory within 60 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 4 - \$Cost</b>		

<b>Configuration and Development Phase</b>		
<b>Deliverable No. 5 – Traceability Matrix</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the system requirements that must be met by the delivered solution.	Develop the Traceability Matrix, as specified, within 90 business days of contract execution.  Evidence of the customized solution based on Gap Analysis, supported by a Traceability Matrix and any other required documentation must be submitted and approved by DEO.	Failure to develop the Traceability Matrix within 90 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 5 - \$Cost</b>		
<b>Deliverable No. 6 – Solution Prototype</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a working prototype of the solution in a testing environment based on the requirements identified in the Traceability Matrix.	Provide a working prototype of the solution in a testing environment, as specified, within 100 business days of contract execution.  Evidence of the working prototype and any other required documentation must be submitted and approved by DEO.	Failure to provide a working prototype of the solution within 100 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 6 - \$ Cost</b>		

<b>Testing Phase</b>		
<b>Deliverable No. 7 – Master Test Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression and security testing.	Development of the Master Test Plan, as specified, within 130 business days of contract execution.  Evidence of the development of the Master Test Plan and any other required documentation must be submitted and approved by DEO.	Failure to provide the Master Test Plan within 130 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 7 - \$ Cost</b>		
<b>Deliverable No. 8 – Automated System Testing and Results</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop automated system test scripts, complete system test, and submit test logs and results.	Development of the automated system test scripts and complete system	Failure to provide the automated system test scripts and complete system test, along with required

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	test, as specified, within 135 business days of contract execution.  Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation must be submitted and approved by DEO.	documentation as specified, within 135 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 8 - \$ Cost</b>		
<b>Deliverable No. 9 – User Acceptance Testing</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Conduct User Acceptance Testing (UAT).  Provide the detailed results of the UAT execution.	Completion of UAT, as specified, within 145 business days of contract execution.  Evidence of the completion of User Acceptance Training, along with detailed results and any other required documentation must be submitted and approved by DEO.	Failure to complete UAT with detailed results, as specified, within 145 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 9 - \$ Cost</b>		

<b>Data Migration Phase</b>		
<b>Deliverable No. 10 – Data Conversion and Migration Plans</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Development of a Data Conversion Plan which must include details of the methods and processes to execute the required data conversions from the legacy systems to the new system.  Develop a Data Migration and Mapping Plan which includes necessary translation of legacy data elements to the data elements in the new solution.	The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 160 business days of contract execution.  Evidence of the completion of Data Conversion Plan and the Data Migration and Mapping Plan, along with detailed results and any other required documentation must be submitted and approved by DEO.	Failure to complete The Data Conversion Plan and the Data Migration and Mapping Plan with detailed results, as specified, within 160 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 10 - \$ Cost</b>		
<b>Deliverable No. 11 – Data Conversion and Migration</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>

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<p>Develop the Data Conversion Report which includes the detailed metrics and disposition of data elements from the legacy systems to the new solution.</p> <p>Perform the data load during the Development phase and ensure load was successful before system deployment.</p>	<p>The Data Conversion Report and the Performance of the data load during the Development Phase must be completed, as specified, within 180 business days of contract execution.</p> <p>Evidence of the completion of Data Conversion Report and the Performance of the data load during the Development Phase, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete The Data Conversion Report and the Performance of the data load during the Development Phase, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 11 - \$ Cost</b>		

<b>Implementation Phase</b>		
<b>Deliverable No. 12 – Implementation Plan and Deployment Checklist</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop the Detailed Implementation Plan which must outline the detailed processes and approach to the implementation of the new solution.</p> <p>Develop the Deployment Checklist which must define the step by step processes and timing that must be adhered to for the successful pre-implementation, implementation and post-implementation of the new solution.</p>	<p>The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 185 business days of contract execution.</p> <p>Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete Detailed Implementation Plan and Deployment Checklist, as specified, within 185 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 12 - \$ Cost</b>		
<b>Deliverable No. 13 – Working System and Supporting Documentation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>

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<p>Develop and deliver a Final System and User Documentation required for the operation of the overall solution, which must include system details, and user documentation specific to the Department.</p> <p>Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:</p> <ul style="list-style-type: none"> <li>• System Administration Manual;</li> <li>• User Manual;</li> </ul> <p>Deliver a working system in a Production environment.</p>	<p>Completion of Final System and User Documentation, to DEO's satisfaction, and delivery of a working system in the Production environment, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 200 business days of contract execution.</p> <p>Evidence of the completion of the Final System and User Documentation must include the System Administration Manual and User Manual; Evidence of a working system in the Production Environment, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete the Final System and User Documentation, and delivery of a working system in the Production environment, as specified, within 200 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 13 - \$ Cost</b>		

<b>Training Phase</b>		
<b>Deliverable No. 14 – Training Materials and Knowledge Transfer Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the DEO administrators and users of the new system.</p> <p>Develop a knowledge transfer plan that includes information on how DEO administrators will make future configuration and modifications to System.</p>	<p>The Final Training Materials and the Knowledge Transfer Plan must be completed, as specified, within 200 business days of contract execution.</p> <p>Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 200 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 14 - \$ Cost</b>		
<b>Deliverable No. 15 – Knowledge Transfer</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan.</p>	<p>Completion of conducting the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 205</p>	<p>Failure to completely conduct the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 205 business days of contract execution, will result in a</p>

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	business days of contract execution.  Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted and approved by DEO.	deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 15 - \$ Cost</b>		
<b>Deliverable No. 16 – Transition Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Transition Plan which identifies the approach and milestones necessary to transfer operation of the system from the contractor to the department.	Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 13.  The Transition Plan, as specified, and any other required documentation must be submitted and approved by DEO.	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 16 - \$ Cost</b>		
<b>Deliverable No. 17 – Transition Completion Report</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	Submittal of the Transition Completion Report, as specified, within 10 business days of acceptance of Deliverable 16.  The Transition Completion Report, as specified, and any other required documentation must be submitted and approved by DEO.	Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 17 - \$ Cost</b>		

<b>Deliverable No. 18 – Project Closure</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports.</p> <p>Supporting reports to the Project Closure Report that shall be provided by the contractor include:</p> <ul style="list-style-type: none"> <li>• Project Lessons Learned Project Report;</li> <li>• Project Release Document (Signed);</li> <li>• Post Implementation Review Report;</li> <li>• Post Implementation Evaluation Report;</li> <li>• Change Log (Closed Out);</li> <li>• Contract(s) Closure.</li> </ul>	<p>Submittal of the Project Closure Report, as specified within five (5) business days of acceptance of Deliverable 17.</p> <p>The Project Closure Report must be evidenced by documentation required below, and any other required documentation and must be submitted and approved by DEO:</p> <ul style="list-style-type: none"> <li>• Project Lessons Learned Project Report;</li> <li>• Project Release Document (Signed);</li> <li>• Post Implementation Review Report;</li> <li>• Post Implementation Evaluation Report;</li> <li>• Change Log (Closed Out);</li> <li>• Contract(s) Closure.</li> </ul>	<p>Failure to submit the Project Closure Report supported with required documentation within five (5) business days of acceptance of Deliverable 17, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
		<b>Deliverable 18 - \$ Cost</b>

## **C.6 Contractor’s Responsibilities**

Contractor’s responsibilities under this Contract are as follows:

1. Work with DEO staff to establish any necessary technical environments.
2. Conduct and document requirements sessions.
3. Obtain the necessary understanding of DEO and Division processes, requirements and data.
4. Refine the business processes that will exist as a result of the new solution implementation.
5. Identify any gaps between current and future processes.
6. Analyze and refine the database design.
7. Validate needs through prototyping of functionality, navigation, state and federal reporting, and workflow.
8. Document issues and decisions in the requirements sessions.
9. Designate a Project Manager to work with the DEO Project Manager in fulfilling the contractor’s requirements under this Contract. Immediately notify the DEO Project Manager of any changes in project manager designations by e-mail as they occur.

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10. Notify and fully report to the DEO Project Manager verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the contractor's possession related to this Contract is improperly used, copied, or removed by anyone, except an authorized representative of DEO, and any other infractions of provisions of this Contract, or relevant laws and regulations, including but not necessarily limited to sections 443.171(5) and 443.1715, F.S., and any provision of 20 CFR Part 603. Reporting requirements also apply to threats and complaints involving actual or suspected criminal fraud, waste, abuse, or other criminal activities. Upon receipt, DEO will evaluate the information, determine appropriate actions, and notify the contractor of additional actions required, if any.
11. Immediately notify the DEO Project Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the contractor's ability to fulfill its responsibilities under this Contract.
12. Comply with the requirements of the Agency for State Technology (AST) as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.
13. Conduct regularly scheduled project status meetings, no less than weekly.
14. Prepare and submit weekly Status Reports to DEO's Project Manager.
15. Conduct project kickoff meeting(s) at DEO's location.
16. Develop the Project Management Plan (PMP) and the PMP sub-plans:
17. Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that the Department must follow in the administration of its various programs, and identify the gaps between them, and then provide a list of the requirements to DEO, then map each requirement to the proposed product/solution.
18. Development of Business Process Reengineering (BPR) Plan.
19. The contractor shall develop in-depth BPR Plans to reflect the approved system design and shall document the new business processes to the Department.
20. Develop the System Design Document and include the supporting documents:
  - Business Design Document;
  - User Interface Control Document;
  - Systems Integration Document;
  - Entity Relationship Diagram;
  - Data Flow Diagram;
  - Data Dictionary;
  - Infrastructure Requirements;
  - Security Requirements;
  - ADA Compliance Requirements;
  - Maintenance Requirements; and
  - User Documentation Requirements.
21. Develop the Interface Specification Design Document.
22. Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.
23. Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the system requirements that must be met by the delivered solution.
24. Develop a working prototype of the solution in a testing environment based on the requirements identified in the Traceability Matrix.

25. Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression and security testing.
26. Develop automated system test scripts, complete system test, and submit test logs and results.
27. Conduct User Acceptance Testing (UAT).
28. Provide the detailed results of the UAT execution.
29. Development of a Data Conversion Plan which must include details of the methods and processes to execute the required data conversions from the legacy systems to the new system.
30. Develop a Data Migration and Mapping Plan which includes necessary translation of legacy data elements to the data elements in the new solution.
31. Develop the Data Conversion Report which includes the detailed metrics and disposition of data elements from the legacy systems to the new solution.
32. Perform the data load during the Development phase and ensure load was successful before system deployment.
33. Develop the Detailed Implementation Plan which must outline the detailed processes and approach to the implementation of the new solution.
34. Develop the Deployment Checklist which must define the step by step processes and timing that must be adhered to for the successful pre-implementation, implementation and post-implementation of the new solution.
35. Develop and deliver a Final System and User Documentation required for the operation of the overall solution, which must include system details, and user documentation specific to the Department.
36. Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:
  - System Administration Manual; and
  - User Manual;
37. Deliver a working system in a Production environment.
38. Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the DEO administrators and users of the new system.
39. Develop a knowledge transfer plan that includes information on how DEO administrators will make future configuration and modifications to System.
40. Conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan.
41. Develop a Transition Plan which identifies the approach and milestones necessary to transfer operation of the system from the contractor to the department.
42. Develop a Transition Completion Report which identifies the completed milestones of the transition plan.

***Remainder of page intentionally left blank***

## C.7 Staffing Levels

The contractor’s proposed staff and organization must be sufficient to provide the required services throughout the Contract. Proposed individuals’ skill levels must be consistent with the contractor’s proposed solution and services. Proposed staff résumés must be provided and must reflect experience with project(s) of similar size and complexity. DEO reserves the right to reject any proposed team members throughout the duration of the Project, at DEO’s sole and absolute discretion.

The contractor shall staff the Project with key personnel identified in their proposal. DEO will consider these personnel to be essential to this Project. Key Staff shall include, but shall not be limited to: the Senior Project Manager, Senior Business Analysts, Solutions Architect, System Developers, Test Manager and Training Lead. At a minimum, these Key Staff positions shall be solely dedicated to the Project and be available throughout the entirety of the Project.

Additional named staff, Project staff and on-site requirements shall be determined through discussions between the contractor and DEO.

The table below identifies the various roles that should comprise the contractor’s project team with the listed responsibilities of each:

System Developer roles are mutually-exclusive staff (i.e. may not share responsibilities), whereas other staff (Senior Project Manager, Senior Business Analysts, Solutions Architect, Test Manager and Training Lead) may share responsibilities.

<b>Key Staff</b>	
<b>Role</b>	<b>Requirements</b>
One (1) Senior Project Manager	<ul style="list-style-type: none"> <li>• The contractor’s Project Manager must have a minimum of five (5) years’ experience within the last seven (7) years managing projects of this size and complexity.</li> <li>• The Project Manager shall have the primary responsibility for coordinating the overall Project planning and controlling/execution.</li> <li>• The Project Manager will be responsible for the day-to-day management of the Project’s schedule, personnel and administration. The Project Manager’s role shall include, but not be limited to:               <ul style="list-style-type: none"> <li>○ Resource allocation;</li> <li>○ Quality contractor staff performance;</li> <li>○ Timely development, quality and submission of implementation documents and all other deliverables;</li> <li>○ Clear, effective communication with the Project Team and stakeholders; and</li> <li>○ Leading status meetings.</li> <li>○ The contractor’s Project Manager will also be required upon reasonable notice to meet with the DEO Project Manager and other DEO executives when requested by DEO Project Manager. The contractor’s Project Manager shall be available to be contacted through final acceptance.</li> </ul> </li> <li>• Should have experience implementing solutions on a platform as a service model.</li> <li>• Bachelor’s Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> </ul>



<p>One (1) Senior Business Analysts</p>	<ul style="list-style-type: none"> <li>• The Senior Business Analyst must have a minimum of five (5) years' experience within the last seven (7) years in this job class.</li> <li>• The Senior Business Analyst must have necessary experience with the grant management life cycle.</li> <li>• The Senior Business Analyst's Responsibilities shall include: analyze and document business requirements and processes; prepare solutions that satisfy these requirements which may involve business process reengineering and/or the deployment of information technology; plan and/or conduct end-user training; construct data/activity/process models as may be required to define system functions; and provide support for the installation, UAT testing, data conversion, implementation and ongoing maintenance of the system.</li> <li>• The Senior Business Analyst must have a Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field; or equivalent work experience.</li> </ul>
<p>One (1) Solutions Architect</p>	<ul style="list-style-type: none"> <li>• The Solutions Architect must have a minimum of seven (7) years' experience within the last ten (10) years in this job class, to include large, complex application systems development and integration; and highly scalable technology solutions that adjust to cyclical business patterns.</li> <li>• The Solutions Architect shall have the primary responsibility for the overall technical vision and implementation of the system and will coordinate the activities of other architects.</li> <li>• The Solutions Architect also leads the contractor activities related to architecture reviews during the Design and Develop Phases.</li> <li>• The Solutions Architect must have a Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field; or equivalent work experience.</li> <li>• The Solutions Architect must have experience implementing solutions on a platform as a service model.</li> </ul>
<p>Two (2) System Developers</p>	<ul style="list-style-type: none"> <li>• The System Developer must have a minimum of five (5) years' experience within the last seven (7) years in this job class, to include large, complex application systems development.</li> <li>• The System Developer must have experience implementing solutions on a platform as a service model.</li> <li>• The System Developer shall have the primary responsibility for developing and overseeing the application software structure and design for both new development and off-the-shelf components and frameworks.</li> <li>• The System Developer's responsibilities shall also include data conversion/migration activities; manual and automated data conversion; and system software conversion activities.</li> <li>• The System Developer must have a Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field; Or equivalent work experience.</li> </ul>

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One (1) Test Manager	<ul style="list-style-type: none"> <li>• The Test Manager shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class.</li> <li>• The Test Manager shall have the primary responsibility for leading comprehensive software testing.</li> <li>• The Test Manager’s responsibilities shall include development of test scripts, test plans, expected results tables and system problem documentation and resolution for functional, system and integration testing.</li> <li>• In addition, the Test Manager will provide direction to the DEO testing team in conducting user acceptance testing, to include coordinating with line staff and management representatives from a number of technical and non-technical areas to establish development and testing priorities and strategies; verifying the correct functions of new and revised system components; monitoring the progress of testing efforts; developing corrective action strategies in response to documented problems; and scheduling and authorizing the implementation of new and revised programs.</li> <li>• The Test Manager shall have familiarity with a requirements management tool as part of an application lifecycle management solution to support full forward and backward traceability and tracking of the project requirements.</li> <li>• The Test Manager shall have a Bachelor’s Degree in Computer Science, Information Systems, Business Administration, or other related field; or equivalent work experience.</li> </ul>
One (1) Training Lead	<ul style="list-style-type: none"> <li>• The Training Lead shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class.</li> <li>• The Training Lead shall develop training curriculum through consultation with the Senior Business Analyst; plan and schedule the training; and work with the training and development team for the duration of training.</li> <li>• The Training Lead shall have a Bachelor’s Degree in Instructional Technology, Computer Science, Information Systems, Education, or other related field; or equivalent work experience.</li> </ul>

**C.8 Professional Qualifications**

See Table in Section C.7

**C.9 Staffing Changes**

In addition to the requirements of Section C.7, Staffing Levels, of this Scope of Work, as soon as possible, but no less than (5) business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO, at DEO’s sole and absolute discretion. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

**C.10 Service Times**

The solution must be designed to be available 24 hours a day; seven (7) days a week; 365 days a year. Based on industry standards of 99.999% uptime.

During the life of the contract, the contractor staff must be available during DEO business hours. Typically 8:00 A.M. through 5:00 P.M., Monday through Friday.

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### **C.11 Contract Document**

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

### **C.12 Method of Payment/Invoice**

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

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

Contractor shall submit invoices to DEO on or before the 5<sup>th</sup> of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

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

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

### **C.13 Background Screening**

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

Contractors or contractor employees who in the performance of this Contract will be assigned to work in a position determined by DEO to be a position of special trust are required to submit to a Level 2 background screening and be approved to work in a special trust position prior to being assigned to this project.

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

Contractor employees who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to this project. Screening results indicating convictions of disqualifying offenses will result in a contractor employee not being allowed to work on this project. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

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All costs incurred in obtaining background screening shall be the responsibility of the Contractor. The results of the screenings are confidential and will be provided by secure email transmission from FDLE to DEO and will be maintained by DEO's Contract Manager. DEO's Contract Manager will provide written approval/disapproval of the Contractor's employees to the Contractor. Contractor employees are prohibited from performing any work under this project until written approval of the employee is received from DEO's Contract Manager. DEO reserves the right to make final determinations on suitability of all Contractor employees assigned to this project.

#### **C.14 Contract Extension**

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

#### **C.15 DEO Responsibilities**

1. Assign a Contract Manager to manage the Contract.
2. Assign a Project Manager to manage the project.
3. Ensure the DEO Contract Manager provides information to the Contractor as required.
4. Conduct any required coordination, communication, and document distribution with any entities external to DEO, and other entities as required.
5. Review and approve all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
6. Be available for consultation throughout the project.
7. Provide subject matter experts (SMEs) to clarify DEO and Division business processes
8. Provide interpretation of existing DEO policies and procedures to the contractor.
9. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
10. Maintain paper, electronic and final archive copies of all deliverables.
11. Expediently respond to inquiries or requests from Contractor.
12. Provide meeting sites when necessary.
13. Ensure project management and oversight standards set forth in rules 74-1.001 - 1.009, F.A.C. are followed.
14. Ensure contractor's compliance with the requirements of the AST as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.

#### **C.16 Financial Consequences for Failure to Timely and Satisfactorily Perform**

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5, Deliverable, Tasks, Performance Measures and Financial Consequences, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.5 of this Scope of Work.

If Contractor(s) has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, DEO, in its complete discretion, may grant a one-time waiver upon Contractor coming into compliance with the corrective action plan.

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

#### **C.17 Liquidated Damages upon Contract Termination**

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.16) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

#### **C.18 Notification of Instances of Fraud**

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

#### **C.19 Confidentiality and Safeguarding Information**

Contractor may have access to confidential information during the course of performing the services described in this RFP. Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this RFP. Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.171(5) and 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

#### **C.20 Change of Ownership**

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

#### **C.21 Ownership and Intellectual Property Rights**

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

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## C.22 Errors and Omissions Insurance

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

## C.23 Performance Bond

Contractor shall furnish state an annually renewable performance bond in an amount equal to one hundred percent (100%) of the Contract value before 15 Business days prior to the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

- (a) Beneficiary – The State shall be named as the beneficiary of the bond. Contractor's bond shall provide that the insurer or bonding company shall pay losses suffered by the State directly to the State.
- (b) Notice of Attempted Change – The State shall receive thirty (30) calendar days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums.
- (c) Premiums – The State shall not be responsible for any premiums or assessments of the bond.
- (d) Purpose of Bond - The performance bond is to protect the State against any loss sustained through failure of Contractor or any of its employees to faithfully perform the services required by the Contract. No payments shall be made to Contractor until the performance bond is in place.
- (e) To be acceptable to DEO as surety for performance bonds, the Surety Company shall:
  - i. Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in Florida,
  - ii. Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code,
  - iii. Be in full compliance with the provisions of the Florida Insurance Code,
  - iv. Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

Annually, before the anniversary date of the contract, the parties will negotiate the amount of bond for the next year. Either party may initiate a Change Order to change the bond and must negotiate for each future years based on the value, as determined at the time of each yearly negotiation, of the remaining deliverables (not based on payments made) utilizing the change order process. Such bond amount will not be modified unless agreed to prior to the end of the bond's annual renewal date.

The surety bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State pursuant to the terms of the Contract. In no event shall the surety bond be construed as a penalty bond.

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**SECTION D**  
**DEPARTMENT VENDOR CORE CONTRACT**

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 18-RFP-006-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

*- Remainder of Page Intentionally Left Blank -*

**ATTACHMENT A  
REFERENCE FORM**

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

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

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

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least three (3) continuous years year	To

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

\_\_\_\_\_

**\*Authorized Representative's Signature**

\_\_\_\_\_

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

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

**ATTACHMENT B  
COST PROPOSAL**

The Respondent should propose a fixed price for the duration of the contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in Section C – Scope of Work, of this RFP.

**Initial Contract Term**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Total Cost</b>
0001	Project plan and timeline	\$
0002	Contractor status reporting	\$
0003	Requirements validation	\$
0004	Data Migration Plan	\$
0005	Disaster Recovery plan	\$
0006	Application functionality Test Plan	\$
0007	Provisioning of test environment	\$
0008	Delivery of base software functionality	\$
0009	Training documentation	\$
0010	Data migration completion	\$
0011	Security requirements	\$
0012	External interface integration	\$
0013	Integration testing reports	\$
0014	User training	\$
0015	Customizations and enhancement supporting system workflows and external connections	\$
0016	Baseline, aggregate dashboard	\$
0017	Regular system backups and updates, and support for issues escalated from agency level	\$
0018	Maintenance and Support Year One (1)	\$
0019	Maintenance and Support Year Two (2)	\$
0020	Maintenance and Support Year Three (3)	\$

**Contract Renewal Term**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Total Cost</b>
0021	Maintenance and Support Renewal Year One (1)	\$
0022	Maintenance and Support Renewal Year Two (2)	\$
0023	Maintenance and Support Renewal Year Three (3)	\$
<b>Grand Total</b>		\$

**Grand Total Cost \$ \_\_\_\_\_  
(Initial Contract Years + Renewal Contract Years)**

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---

**\*Authorized Representative's Signature**

---

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

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

**ATTACHMENT C  
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

---

**\*Authorized Representative's Signature**

---

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

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

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**ATTACHMENT D  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

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

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

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

_____	_____
_____	_____

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

_____	_____
_____	_____

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

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

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

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

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

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

**INSTRUCTIONS**

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

**CERTIFICATION**

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

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**\*Authorized Representative's Signature**

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

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

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

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

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

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

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

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**\*Authorized Representatives Signature**

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

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

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**ATTACHMENT G  
LIST OF SUBCONTRACTORS**

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

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

**NO SUBCONTRACTORS WILL BE USED:**

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

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

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

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

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

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

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

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**ATTACHMENT H  
REFERENCE QUESTIONNAIRE**

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

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

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

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

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

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

1. Briefly describe the work the contractor performed for your company.
  
  
  
  
  
  
  
  
  
  
2. How well did the contractor adhere to the agreed upon schedule?  
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. \_\_\_\_\_
  
  
  
  
  
  
  
  
  
  
3. How would you rate the contractor's quality of work?  
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. \_\_\_\_\_
  
  
  
  
  
  
  
  
  
  
4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?  
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. \_\_\_\_\_
  
  
  
  
  
  
  
  
  
  
5. How would you rate the contractor's use of appropriate equipment and methods?  
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. \_\_\_\_\_

Score \_\_\_\_\_

Divide by 4  
= Average Score \_\_\_\_\_

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

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**ATTACHMENT I  
EVALUATION CRITERIA**

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS AVAILABLE</b>
<b>A. Technical Proposal Submittal</b>	<b>70</b>
<b>1. Tab 2 – Executive Summary as defined in Section B.36.1</b>	<b>10</b>
The executive summary should include an “executive” level overview of the proposal, emphasizing any unique aspects or strengths of the proposal, a brief description of the proposed system; including its capabilities as they would meet DEO’s client data tracking and case management requirements.	
<b>2. Tab 3 – Company Background, Qualifications and Prior Relevant Experience as defined in Section B.36.1</b>	<b>10</b>
Respondents must provide a brief company history including all of the following points: <ul style="list-style-type: none"> <li>• Identify the primary point of contact for this proposal and also for the project. Please include name, email, phone number, and any applicable credential information.</li> <li>• Identify all company office locations and total number of employees.</li> <li>• Identify how long the company has worked with State offices managing community action programs.</li> <li>• Total number of active clients supported on the solution proposed.</li> <li>• An overview of how the organization helps state offices and their community action partners to implement the CSBG Results Oriented Management and Accountability (ROMA) and how the organization has responded so far to changes that have been made to ROMA.</li> </ul>	
<b>3. Tab 4 -- Client Data Tracking and Case Management System as defined in Section B.36.1</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• The Respondent must provide a detailed description of the Client Data Tracking and Case management solution or product offering. Include an overview of the hardware, software, database architecture, and components of the solution proposed to meet DEO’s requirements.</li> <li>• The Respondent must describe in detail how the system meets traditional and current CSBG, LIHEAP, WAP and other Community Action data tracking and reporting requirements.</li> <li>• The Respondent must describe how the system shall support the data entry, data retrieval and data analysis needs of DEO’s program staff and the staff of DEO’s service delivery partners.</li> <li>• The Respondent must describe what equipment will have to be purchased to support the proposed solution.</li> <li>• The Respondent must describe DEO’s rights to data and what level of control DEO will have over data entered in the system.</li> <li>• The Respondent must describe the format in which data entered by DEO will be provided to DEO in the event of separation.</li> <li>• The Respondent must describe DEO’s hosting options.</li> <li>• The Respondent must describe whether the system is cloud based, who the cloud vendor is, and what region the cloud provider is located.</li> </ul>	

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<ul style="list-style-type: none"> <li>• The Respondent must describe in detail the overall system architecture of the solution being proposed.</li> <li>• The Respondent must describe how the solution facilitates the use of electronic signatures.</li> <li>• The Respondent must describe how the solution facilitates a paperless service provision environment.</li> </ul>	
<p><b>4. Tab 5 -- Functional &amp; Technical Specifications as defined in Section C.4</b></p>	<p><b>20</b></p>
<p>The Respondent must describe in detail how the proposed solution meets the required technical specifications requirements outlined in <b>Section C.4</b>.</p>	
<p><b>5. Tab 6 -- Implementation Plan and Project Management as defined in Section B.36.1</b></p>	<p><b>10</b></p>
<ul style="list-style-type: none"> <li>• Provide a detailed description of the implementation plan.</li> <li>• Provide the estimated project schedule with detailed timeline and a complete description of the key activities required for the installation of the proposed system.</li> <li>• Provide a description of how updates on the project will be provided to DEO on a weekly basis.</li> <li>• Describe the project team members and other key personnel and identify the tasks both the Vendor and DEO will perform to successfully implement the proposed system.</li> <li>• Identify any equipment DEO needs to purchase prior to installation date.</li> <li>• For solutions that will require customization to a base product to meet DEO's requirements a detailed estimate and description of proposed customizations and associated cost estimates on top of base costs shall be included in the proposal.</li> <li>• Describe how you will coordinate with DEO's Information Technology Office.</li> <li>• Provide a detailed plan regarding cut over from existing system to the new system.</li> <li>• Describe how the proposed system will work behind DEO's firewall – if applicable.</li> <li>• Describe how you will coordinate with DEO's Information Technology office to configure any necessary servers.</li> </ul>	
<p><b>6. Tab 7 --Training, Warranty, Maintenance &amp; Support Option(s) as defined in Section B.36.1</b></p>	<p><b>10</b></p>
<ul style="list-style-type: none"> <li>• Provide a complete maintenance plan and warranty plan as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.</li> <li>• Include initial warranty length of any and all parts, materials and labor.</li> <li>• Provide all system administration and end user documentation of the Client Data Tracking and Case Management system being proposed. Electronic documentation is preferred.</li> <li>• The proposal must include a plan that outlines how the system users will be trained on the proposed system. Training will include sufficient information and experience to familiarize users with system and basic operation.</li> <li>• Provide a plan for training current staff and what training materials and methods will be used.</li> <li>• Describe a plan for training trainers at DEO to facilitate ongoing training for new and existing staff who need refreshers.</li> </ul>	

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<ul style="list-style-type: none"> <li>If the solution is cloud hosted, describe the Service Level Agreement for support and maintenance agreement for hosting in as much detail as possible. Attach copies of the agreements in place as well, or a sample of the sort of agreement that will apply to DEO's contract.</li> </ul>	
<b>B. Past Performance References as defined in Section B.36, B.37, and Attachment H</b>	<b>10</b>
<b>C. Cost Proposal as defined in Section B.36 and Attachment B</b>	<b>20</b>
<b>D. Total Possible Points for the Proposal Submittal</b>	<b>100</b>

NOTE: The maximum available points (20 points in total) for the Cost Proposal Submittal will be awarded to the Respondent with the lowest responsive Cost Proposal. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

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

A = Lowest responsive Cost Proposal

B = Actual responsive Cost Proposal for each of the other Respondents

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

M = Maximum Points Available for the Cost Proposal (= 20 points)

P = Points Awarded to each of the other Respondents

**ATTACHMENT J**  
**PROPOSAL PACKAGE CHECKLIST**

To ensure that your proposal package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the proposal has met all other requirements of the solicitation.

Check off each of the following:

\_\_\_ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original proposal.

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

\_\_\_ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the proposal.

\_\_\_ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the proposal. The authorized representative must have the authority to bind the Respondent.

\_\_\_ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original proposal, if applicable.

\_\_\_ 5. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.

\_\_\_ 6. The Respondent's proposal addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

\_\_\_ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

\_\_\_ 8. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the original proposal.

\_\_\_ 9. The original proposal must be received, at the location specified, prior to the Proposal Opening Date and Time designated in the Request for Proposal Document.

\_\_\_ 10. The Respondent shall submit one (1) signed original Technical Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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- \_\_\_11. The Respondent shall submit one (1) signed original Cost Proposal and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on compact disc). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.
- \_\_\_12. If Respondent considers any portion of its proposal to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the proposal titled "Redacted Copy" on compact disc.
- \_\_\_13. On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:

Solicitation Number: **18-RFP-006-BM**

Title: **CSBG/LIHEAP/WAP Data Tracking System**

Proposal Opening Date & Time: **June 27, 2018 at 3:00 PM EST**

**ATTACHMENT K  
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

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

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

\*Add rows as necessary.

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

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

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

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**Attachment L  
State of Florida  
Preferred Pricing Affidavit**

REGARDING THE CONTRACT BETWEEN  
\_\_\_\_\_ (THE "CONTRACTOR")  
AND  
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
CONTRACT NO.: \_\_\_\_\_ DATED \_\_\_\_\_ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the 'Preferred Pricing' clause contained in Attachment \_\_\_\_\_, General Contract Condition.

PRINT CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Representative

Print Representative's Name/Title: \_\_\_\_\_

---

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One]  Personally Known OR  Produced the following I.D. \_\_\_\_\_

Contractor Name \_\_\_\_\_ FEIN#: \_\_\_\_\_  
Contractor's Authorized Representative Name and Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
CORPORATE SEAL (If Applicable)