



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

# DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

## Solicitation Acknowledgement Form

Page 1 of 48 pages

SUBMIT PROPOSAL TO:

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

AGENCY RELEASE DATE:

10/24/2017

SOLICITATION TITLE:

**Economic Security Report**

SOLICITATION NO:

**18-RFP-002 LAJ**

PROPOSALS WILL BE OPENED: **November 30, 2017 @ 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and may not be withdrawn within 180 days after such date and time.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:

RESPONDENT MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

TOLL FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

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

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

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

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. The General Instructions can be accessed by using the link listed directly below:

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

**In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will 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 solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

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

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

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

- B.1 Solicitation Number** 18-RFP-002-LAJ
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Workforce Services
- B.4 Issuing Office** Lori Jones/Vincent McKenzie  
Purchasing Analyst/Property & Procurement  
Manager  
107 East Madison Street, B-047 Caldwell  
Building  
Tallahassee, Florida 32399  
(850) 245-7471/ 245-7463  
[lori.jones@deo.myflorida.com](mailto:lori.jones@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>	10/24/2017
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	11/2/2017 @ 5:00 PM
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	11/14/2017

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4.	Proposals Due and Opened	11/30/2017 @ 3:00 PM
5.	Evaluation of Technical Proposals	12/14/2017 – 12/22/2017
6.	Anticipated Posting of Notice of Intent to Award	1/12/2018

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 Mandatory/Non Mandatory 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 Lori Jones and Vincent McKenzie at [lori.jones@deo.myflorida.com](mailto:lori.jones@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 J – Technical Questions Submittal Form*.

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

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

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

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

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

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

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

**B.11 Withdrawal of Proposal**

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

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

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

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

**Sealed proposals received by DEO in proposal 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, four (4) paper copies of the signed original and one (1) electronic copy of the signed original Technical Proposal (on compact disc), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
  2. Attachment A – Reference Form
  3. Attachment C – Drug Free Workplace Certification
  4. Attachment D – Disclosure Statement/Conflict of Interest
  5. Attachment E – Certification Regarding Debarment
  6. Attachment F – Certification Regarding Lobbying
  7. Attachment G – List of Subcontractors
  8. Attachment H – Reference Questionnaire
- 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, one (1) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- D. It is **MANDATORY** that the Respondent complies with the following statutory requirements:  
Section 445.07, F.S.
- E. It is **MANDATORY** that the Respondents return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by the individual authorized to bind the Respondent.

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

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

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

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

A Respondent's proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's proposal, upon submission, and any resulting contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the proposal and contract.

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

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

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

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

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record 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.

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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 prepare an Economic Security Report of employment and earning outcomes for degrees or certificates earned at public postsecondary educational institutions in Florida and to develop, maintain, and host a website that includes the posting of the Economic Security Report and outcome data as required in section 445.07, F.S., for online access by the general public. Such website will be linked to DEO's "beyondeducation.org" portal which is the publicized website for this report and outcome data. 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.

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## **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.

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.

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## 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:

80111711	Permanent Information Technology Software Developers
81111508	Application Implementation Services
81111509	Internet or Intranet Client Application Development Service
81111510	Internet or Intranet Server Application Development Services
81111511	System or Application Programming Management Services
81112106	Application Service Providers
81111704	Database Design
81112000	Data Services
81111902	Online database information retrieval Service
43232702	Application server software

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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).

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

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

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

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

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

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

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

### **B.33 Most Favored State Status *(This section does not apply to the RFP)***

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

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

A signed original Cost Proposal and one (1) copy 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 Acknowledgement Form" with its proposal submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

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

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

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

- **Tab 1 – Respondent's Management and Technical Plan**

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

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- **Administration and Management (Company Profile)**  
The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization and DEO. Information about the company's experience shall be submitted including company profile, experience, and years in business. The proposal should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein.
- **Technical Approach**  
The Respondent should include an overall description of its plan and explain the technical approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work. Specific details should be included as to how the work will be timely and accurately completed.
- **Identification of Key Personnel**  
The Respondent must provide the names of key personnel on the Respondent's team, as well as a resume for each key individual proposed and a description of the responsibilities of each such person relative to the tasks to be performed. The Respondent should also include this information for any vacant positions anticipated to be filled and used on this Contract.
- **Responsible Office**  
The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.
- **Tab 2 – Past Performance and Experience**
  - Respondent must clearly demonstrate in its response it is qualified to develop and implement the proposed solution.
  - Must demonstrate the Respondent has positive past performance on evaluations of similar design and scope, as evidenced by past performance reviews submitted from past clients from Reference Checks of past clients specified in Section B.37 and Attachment A. DEO or its predecessor cannot be used as a reference.
  - Must demonstrate the Respondent has the ability to lead staff and work with cross-functional stakeholders with prior positive experience carrying out similar projects in scope and size.
  - Must demonstrate the Respondent has adequate, qualified staff and resources to successfully complete all project deliverables.
- **Tab 3 – Project Approach and Methodology**
  - Describe the overall strategy and process the Respondent will use to successfully develop and deploy the public website, maintain the website, post the outcome data, and develop and post the Economic Security Report (ESR).

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- Describe the Respondent's approach to collaborate with all stakeholders in implementing the project.
- Describe the Respondent's ability to timely post the Economic Security Report and outcome data specified in Sections C.1, C.2, and C.3 (employment, earnings, continued education, public assistance and educational loans), and other related information, such as contact information, methodology, data definitions, etc., to the Respondent's public website which will be accessed via the Beyondeducation.org portal.
- Describe the Respondent's problem-solving procedures and/or processes for tracking, addressing, escalating, and resolving solutions, and customer issues and concerns.
- Describe internal controls and processes used to advise employees about security and confidentiality provisions, required safeguards, and sanctions/penalties for accessing, viewing, or handling and protecting information protected under federal or state statutes, rules, and regulations.

- **Tab 4 - 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) 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's or subcontractor's business. If the existence of such Proceeding causes DEO concern that Respondent's 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 5 – 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)

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7. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (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, 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 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 three (3) 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.

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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

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workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.

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

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

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- Fail to meet any statutory requirements;
- Are irregular or are not in conformance with the requirements and instructions contained herein;
- Fail to utilize or complete prescribed forms; or
- Have improper or undated signatures.

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

2. Evaluation Criteria

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

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this case the third and fourth ranks are tied so  $3 + 4 = 7$ ;  $7$  divided by  $2 = 3.5$ . Each Respondent receives a rank of 3.5.

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

#### **B.41 Award**

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

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

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

In a circumstance where proposals which are equal with respect to price, quality, and service are received, the award shall be determined in accordance with Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

#### **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

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solicitation, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

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

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

Any of the company'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**

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

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

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

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

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

#### **B.49 Agency for State Technology (AST) *(This section does not apply to the RFP)***

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.

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## B.50 Definitions

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

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- 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.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

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

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

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## SECTION C SCOPE OF WORK

### C.1 Purpose

The purpose of this Contract is to enable DEO to comply with section 445.07, F.S., which requires DEO to prepare or contract with an entity to prepare an annual Economic Security Report (ESR) of employment and earnings outcomes for degrees or certificates earned at public postsecondary educational institutions. The law requires the report to be online, easily accessible to, and readable by the public.

The benefit to the state in making this information available to the public, especially parents and students, is to help users assess and compare employment and earnings outcomes of graduates at a program, institution, and state level so they can make better educational and career choices.

### C.2 Background/Overview

Pursuant to section 445.07(2), F.S., the annual ESR must be prepared according to the requirements specified in law including:

- a. Use the Florida Education and Training Placement Information Program (FETPIP) for data relating to the employment, earnings, continued education, and receipt of public assistance by graduates of a degree or certificate program from a public postsecondary education institution.
- b. Use the Integrated Postsecondary Education Data System or its equivalent for calculating the average student loan debt of a graduate of a degree or certificate program from a public postsecondary education institution.
- c. Include data on the employment of graduates of a degree or certificate program from a public postsecondary educational institution the year after the degree or certificate is earned by number and percentage and for graduates employed full time in the year after graduation by number and percentage. The report must include the employment data of graduates of a degree or certificate program from a public postsecondary educational institution five (5) years after graduation by number and percentage.
- d. Include data on the earnings of graduates of a degree or certificate program from a public postsecondary educational institution the year after earning the degree or certificate by at least the following levels on a quarterly and annualized basis, rounded to the nearest dollar:
  1. Quarterly wages of \$6,250 and annualized wages of \$25,000 and below.
  2. Quarterly wages between \$6,251 and \$11,250 and annualized wages between \$25,001 and \$45,000.
  3. Quarterly wages of \$11,251 and annualized wages of \$45,001 and above.

### C.3 General Description

The annual ESR must be designed to help jobseekers, students, parents, administrators, and others assess and compare employment and earning outcomes of graduates at a program, institution, and state level. The report must be easily accessible to, and readable by the public and be made available online. The report must use the Florida Department of Education's FETPIP data relating to the employment, earnings, continued education, and receipt of public assistance

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by graduates of a degree or certificate program from a public postsecondary educational institution and use the Integrated Postsecondary Education Data System or its equivalent for calculating the average student loan debt of a graduate of a degree or certificate program from a public postsecondary education institution (Currently, student loan data is provided by the Florida Department of Education's Office of Student Financial Assistance (OSFA). To access this data, DEO will work with the Contractor to establish required data sharing agreements that may be necessary.

The website containing the ESR, outcome data such as employment, earnings, continued education, public assistance, educational loans, and other related information such as contact information, methodology, data definitions, etc., must be linked to DEO's Beyondeducation.org portal at <http://www.beyondeducation.org/>. DEO owns the url for the www.beyondeducation.org web portal and this is the public website (url) for this information. The Contractor will ensure a "redirect" from this portal to the Contractor's website where the data will be hosted and displayed. At the option of DEO, the ESR and Contractor's website will also include information on labor market information (i.e., jobs in demand, hot jobs, etc.). Data on publically available labor market information will be provided to the Contractor by DEO and the Contractor will incorporate this data into a Labor Market Information section in the same style and format as other sections of the report are drafted.

#### **C.4 Contractor's Responsibilities**

Contractor's responsibilities under this Contract are as follows:

- a. Within two (2) weeks of contract execution, designate a project manager to serve as liaison between DEO's Project Manager and the Contractor to resolve all technical, data collection, and ESR reporting requirements throughout the life of the Contract and provide the contact information, inclusive of email address and phone number, to DEO's Project Manager and Contract Manager. Provide changes as they occur via email.

The Contractor's project manager must schedule a meeting with DEO's project manager within two (2) weeks of contract start date to discuss the project.

Within 30 days of contract execution, the Contractor must develop and submit a project plan and project schedule to DEO's project manager for review and approval.

- b. Within two (2) weeks of contract execution, designate a contract manager to work with DEO's Contract Manager to resolve all contract, performance, and invoice issues and provide the contact information, inclusive of email address and phone number, to DEO's Contract Manager. Provide changes as they occur via email.
- c. Develop, host, and maintain a website with the functionality to maintain the ESR, information specified in Section C.3, and the website analytical data that is linked to the DEO beyondeducation.org portal available to the public ninety-five percent (95%) of the time, less scheduled down time for maintenance. In addition, the website must have the functionality to compare data collected against educational institutions in such a manner the general public can select institutions for comparison at a subcategory level from each of the three (3) following major postsecondary institutions: (i) State University System (listed in alphabetical

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order); (ii) Florida College System (listed in alphabetical order); and (iii) District Technical Centers (DTC) (listed in alphabetical order). The website must, at a minimum, provide features and functionality which meet or exceed those contained in the current website. The website must:

1. Allow the public to easily assess and compare the outcome data of graduates at a program, institution, and state level.
  2. Be accessible to the public 95% of the time except for scheduled downtime for maintenance.
  3. Provide selection criteria for the comparison of educational institutions in such a manner the general public can select institutions for comparison at a subcategory level from each of the three (3) major postsecondary institutions:
    - i. State University System (list state universities in alphabetical order)
    - ii. Florida College System (List state colleges in alphabetical order)
    - iii. District Technical Centers (DTC) (List DTC's in alphabetical order)
  4. Utilize Google Analytics or other similar software to track web traffic and other website analytics for the beyondeducation.org portal, and Contractor must submit a weekly report to DEO or provide a website where the report can be retrieved.
  5. Contractor must complete all the above tasks and obtain written approval of DEO's project manager on the website design, functionality, and linkage. Contractor's completion of these tasks must be based on the approved DEO Project Plan and Schedule.
- d. Contractor must annually develop and post the ESR to the beyondeducation.org portal, as specified below. Contractor must annually develop and provide a detailed written ESR pursuant to sections C.2 and C.3 and a two-page report summary to DEO on the findings and interpretations of the outcome data as required in section 445.07, F.S., for degrees or certificates earned at Florida's public postsecondary educational institutions. Contractor shall complete the following tasks:
1. The ESR must include summary information on the outcomes specified in section 445.07, F.S., (including employment, earnings, continuing education, public assistance, and loan data) by graduates of a degree or certificate program one (1) year after graduation by number and percentage. Additionally, the ESR summary information must include one (1) year after graduation for a five-year period as well as five (5) years after graduation by number and percentage (outcomes the first year after graduation and five (5) years later). At the option of DEO, the report and website will also include information on labor market information (i.e., jobs in demand, hot jobs, etc.).
  2. The draft ESR must be provided to DEO by **October 1st** of each calendar year for review and approval by DEO.
  3. The final, approved ESR must be posted to the Contractor's website and linked to the DEO beyondeducation.org portal by **December 1st** of each calendar year.

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4. The draft two-page Summary of the ESR must be provided to DEO for review by **February 1st** of each calendar year.
  5. DEO will review and approve the two-page Summary which must be finalized by the Contractor by **March 15th** of each calendar year. DEO will provide the final approved summary to the Florida Department of Education for distribution as required by law. This summary is **NOT** posted to the beyondeducation.org portal.
  6. By **September 1st** of each calendar year, post to the Contractor's website and link to DEO's beyondeducation.org portal the required State University System, Florida College System, and District Technical Center outcome data specified in Section C.2 and C.4.c.
- e. Schedule and facilitate stakeholder meetings as necessary.
  - f. Provide deliverables specified in Section C.5, *Deliverables*.
  - g. Archive ESRs and outcome data for the public postsecondary education institutions displayed on the Contractor's website linked to the beyondeducation.org portal for five (5) years beyond the contract termination date.
  - h. Provide reports to the DEO Contract Manager as specified in Section C.7.
  - i. Respond to inquiries from DEO or other stakeholders within 24 hours of receipt of inquiry.
  - j. Submit invoices to the DEO Contract Manager upon completion of each deliverable.
  - k. Work with DEO's Project Manager and Contract Manager in obtaining any Labor Market Information and/or developing any potential data sharing agreements with DOE's FETPIP and OSFA for data needed to fulfill Contractor's responsibilities under this Contract.
  - l. Coordinate with DEO, as necessary, for receipt of and use of information needed to fulfill Contractor's obligations under this Contract.
  - m. Be registered with the Florida Department of State to do business in the State of Florida.
  - n. Ensure Contractor employees performing work under this Contract undergo a Level 1 background screening as a condition of working on this Contract pursuant to the requirements specified in section 435.03, F.S. and Section C.13.

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

Contractor agrees to perform the following:

<b>Deliverable 1: Planning and Scheduling- 1<sup>st</sup> year only</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Contractor will schedule an initial meeting with DEO to discuss the project and will develop and submit to the DEO Project Manager a detailed Project Plan and Project Schedule as specified in Section C.4.	Contractor must schedule an initial meeting with DEO's Project Manager within two (2) weeks of contract execution and submit a completed Project Plan and Project Schedule, as specified, within 30 days of contract execution.  Evidenced by submission of meeting minutes and/or notes and a copy of DEO's approval of the Project Plan and Project Schedule.	Failure to submit approved documentation, as specified, will result in a deduction of \$250 per calendar day for every day beyond the due date. Such reduction will be made from the deliverable payment.
		<b>Deliverable 1 Total: \$</b>

<b>Deliverable 2: Website Development and Maintenance</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Contractor must develop, host, and maintain a website, pursuant to the requirements specified in Sections C.2, C.3, and C.4.c that is linked to DEO's "beyondeducation.org" portal showing employment and earnings outcomes of Florida graduates, and other outcome information as required in section 445.07, F.S.	Contractor will complete all tasks, as established in the approved Project Plan and Project Schedule within the timeline approved.  Evidenced by written documentation showing approval of the website from DEO's Project Manager.	A \$250 per calendar day fee will be assessed for each day after the approved Project Schedule date Contractor fails to meet this deliverable.
		<b>Deliverable 2 Total: \$</b>

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<b>Deliverable 3: Economic Security Report and Summary and Posting of Outcome Data</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Contractor will develop an annual Economic Security Report (ESR), an annual two-page summary, and post the postsecondary educational outcome data to the website as outlined and required in section C.4. and as approved in the Project Plan and Project Summary.	Contractor must complete all tasks as required in section C.4. and as approved in the Project Plan and Project Summary.  Evidenced by the submission of documentation showing DEO's approval of the Economic Security Report, two-page summary, and posting of the outcome data.	A \$500 per calendar day fee will be assessed for each day after the Project Schedule approved date Contractor fails to meet the criteria for each task in this deliverable, e.g. (1.) ESR, (2.) Two-Page Summary, (3.) posting of outcome data.
		<b>Deliverable 3 Total: \$</b>

**C.6 Cost Shifting *(This section does not apply to the RFP)***

**C.7 Reporting Requirements**

Contractor shall provide the following status reports to the DEO Project Manager and Contract Manager:

- a. Six weeks prior to the due dates provided for the following deliverables, submit a status report on:
  - X. Website development and finalization (due date noted in the project plan);
  - XI. Draft ESR Report;
  - XII. Draft Two-Page Summary of the ESR Report; and
  - XIII. Posting of the Outcome Data to the Website.
- b. The archival of the Economic Security Report and outcome data for the public postsecondary educational institutions displayed on the website linked to the beyondeducation.org portal. DEO reserves the right to request such information on an as needed basis at the sole discretion of DEO.

**C.8 DEO Responsibilities**

- a. Designate a Project Manager and Contract Manager to work with the Contractor for the duration of the Contract, inclusive of contact information such as emails and phone numbers and notify the Contractor of designated contacts. Provide Contractor changes as they occur via email.
- b. Be available for consultation throughout the Contract period and provide information, guidance, and technical assistance to the Contractor if necessary.
- c. Maintain paper, electronic, and archive copies of all deliverables and contract information.

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- d. Respond to inquiries or requests from the Contractor within 24 hours of receipt of inquiry.
- e. Monitor and document Contractor's performance throughout the life of the Contract.
- f. Review, approve, and process Contractor invoices in compliance with state statutes and rules and DEO and Department of Financial Services (DFS) policies and procedures.

#### **C.9 Staffing Changes**

Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than (5) business days prior to substituting any key personnel, the Contractor shall have proposed substitutes screened pursuant to Section C.4.n, notify DEO, and obtain written approval from DEO. 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 circumstances necessitate the replacement of previously assigned personnel.

#### **C.10 Service Times**

The website must be available to the public at all times, pursuant to Section C.5, Deliverable 2. Contractor must notify the DEO Project Manager two (2) DEO- business days in advance of any scheduled maintenance down times. In addition, should there be an unexpected interruption in service, the Contractor will prioritize a solution and notify the DEO Project Manager within 24 DEO business hours.

#### **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 solicitation, any addenda, response, and the Department contract issued as a result of this Request for Proposal (RFP), and the Contractor's response to the RFP.

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

Payments shall be made in accordance with sections 215.422 and 287.0585, F.S., 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 to the primary Contractor. Contractor is responsible for all payments to any sub-contractors approved under this Contract.

Invoices shall contain the Contract number, the Purchase Order number, Contractor's Federal Employer Identification Number (FEID), Contractor's invoice number and the invoice period, and sufficient documentation to support cost or partial cost per deliverable. The State may require any other information from the Contractor the State deems necessary to verify goods and or services have been rendered under the Contract.

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Invoicing may be submitted to DEO for the completion of all deliverables at once or in three separate components after the successful and approved delivery of each of the following deliverables with sufficient documentation to support any charges due and to support a pre and post audit: (1) ESR, (2) Two-Page Summary, (3) posting of outcome data

Invoices must be submitted in accordance with the State of Florida Reference Guide for State Expenditures available at: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). The invoice requirements, rates, and limits of the State of Florida Reference Guide for State Expenditures shall apply to this Contract and is hereby incorporated by reference. If there are any questions or concerns regarding your invoices, Contractor shall contact the DEO Contract Manager listed herein.

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.

### **C.13 Background Screenings**

Contractor employees performing work under this Contract must undergo an equivalent of a Level 1 background screening pursuant to the requirements specified in section 435.03, F.S., as a condition of performing work under this Contract. Level 1 screenings shall include, but not be limited to, employment history checks and statewide criminal correspondence checks through the Florida Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

Persons screened under this section must not have any arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere of guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under section 435.04(2), F.S., or similar law of another jurisdiction. The security background investigations under this section must ensure no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in section 741.28, F.S., whether such act was committed in Florida or in another jurisdiction.

All costs incurred in obtaining background screenings shall be the responsibility of the Contractor. The Contractor shall retain results of the screenings and upon request, make the results available to the DEO Contract Manager. Contractor employees are prohibited from performing any work under this Contract until screenings have been conducted and employees have been determined by the Contractor to be eligible to work on this Contract.

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

Extension of a contract for contractual services must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract

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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 Contractor's Responsibilities upon Termination**

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified in the notice.
- b. Complete performance of such part of the work as shall not have been terminated by DEO.
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property or data related to this Contract which is in the possession of the Contractor and in which DEO has or may acquire an interest.
- d. Upon the effective date of termination of the Contract, Contractor shall transfer, assign, and make available to DEO all property, data, and materials belonging to DEO. No extra compensation will be paid to Contractor for its services in connection with such transfer or assignment.
- e. With the exception of proprietary information, Contractor agrees all data collected and used in the performance of this Contract is the property of DEO. Contractor agrees to facilitate the transfer of any and all data entitled to or owned by DEO in a commercially reasonable manner agreed to by the Parties at the termination of this Contract. This shall include, at a minimum, the transfer of all DEO data, which includes data received from FETPIP and OSFA, at a time specified by the Parties and in a commercially reasonable, non-proprietary format agreed to by the Parties.

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

Failure to complete all deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5, Deliverables, will result in assessment by DEO of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

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

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

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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 24 chronological hours of discovery.

**C.19 Confidentiality and Safeguarding Information**

If the Contractor has access to confidential information during the course of performing the services described in this Contract, the Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must be briefed on the confidentiality requirements and sanctions specified in section 443.1715(1), F.S. The Contractor's confidentiality procedures for handling potential confidential or Personal Identifying Information (PII) must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), F.S., and 20 C.F.R. Part 603. Contractor shall maintain a list of all Contractor employees briefed under this section and make a copy of the list available to DEO upon request. As noted in Sections C.4.n and C.13 all Contractor employees assigned to this Contract will be appropriately screened in a manner comparable to section 435.03, F.S.

**C.20 Change of Ownership**

If a change of ownership of the company is anticipated during the 12 months following the Request For Proposal 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 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 such works shall, upon their creation, be owned exclusively by DEO. To the extent any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

**C.24 Errors and Omissions Insurance *(This section does not apply to this RFP)***

**C.25 Performance Bond *(This section does not apply to this RFP)***

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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-002-LAJ, 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 year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

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

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

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

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

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**ATTACHMENT B  
COST PROPOSAL**

Respondent shall complete all sections of the Cost Proposal (Attachment B), review for accuracy and sign by authorized representative. This individual must have the authority to bind Respondent.

**Economic Security Report**

<b>Cost Response</b>					
	Instructions #1.	Instructions #2.			Instructions #3.
	<b>Contract Period</b>	<b>Renewals</b>			<b>Contract Period Plus Renewals</b>
<b>Economic Security Report (ESR) Cost Category</b>	<b>Cost for the Initial 3 Year Period</b>	<b>Cost for the 1st Year Renewal</b>	<b>Cost for the 2nd Year Renewal</b>	<b>Cost for the 3rd Year Renewal</b>	<b>Grand Total Cost for the Initial 3 Year Period and the 3 Years Renewal</b>
Project Planning and Scheduling – 1 <sup>st</sup> Year only					\$0.00
Website Development and Maintenance					\$0.00
Development of Economic Security Report and Summary and Posting to Website					\$0.00
Posting of Outcome Data to the Website					
<b>Grand Total Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Instructions:</b>					
1. Provide the total Cost for each ESR Cost Category for the <b>Initial 3 Year</b> Contract Period.					
2. Provide Total Cost for each ESR Cost Category for each renewal year.					
3. Provide a Grand Total for all ESR Cost Categories for a full six years.					

All cost factors are inclusive of all software, licenses, development, and upgrades throughout the life of the contract.

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

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

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

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**ATTACHMENT C  
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

---

**\*Authorized Representative's Signature**

---

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

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

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

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

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

_____	_____
_____	_____

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

_____	_____
_____	_____

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

_____	_____
_____	_____

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

\_\_\_\_\_  
**\*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.

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CERTIFICATION

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

---

**\*Authorized Representative's Signature**

---

**\*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 experience in the development and posting of educational reports and outcome data as required by this specification and is qualified to provide the services for which he/she is listed.

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

**NO SUBCONTRACTORS WILL BE USED:**

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

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

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

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

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

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

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

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**ATTACHMENT H  
EVALUATION OF PAST PERFORMANCE**

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

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

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

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

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

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

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

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

Excellent = 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>190</b>
<b><i>1. Administration and Management Tab 1 – Respondent’s Management and Technical Plan as defined in Section B.36.1</i></b>	<b>50</b>
<ul style="list-style-type: none"> <li>• <b>Administration and Management (Company Profile)</b> The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization and DEO. Information about the company’s experience shall be submitted including company profile, experience, and years in business. The proposal should be written in non-technical language to summarize the Respondent’s overall capabilities and approaches for accomplishing the services specified herein.</li>   <li>• <b>Technical Approach</b> The Respondent should include an overall description of its plan and explain the technical approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work. Specific details should be included as to how the work will be timely and accurately completed</li>   <li>• <b>Identification of Key Personnel</b> The Respondent must provide the names of key personnel on the Respondent’s team, as well as a resume for each key individual proposed and a description of the responsibilities of each such person relative to the tasks to be performed. The Respondent should also include this information for any vacant positions anticipated to be filled and used on this Contract.</li>   <li>• <b>Responsible Office</b> The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.</li> </ul>	
<b><i>2. Past Performance and Experience Tab 2 - as defined in Section B.36.1</i></b>	<b>40</b>
<ul style="list-style-type: none"> <li>• Respondent must clearly demonstrate in its response it is qualified to develop and implement the proposed solution.</li>   <li>• Must demonstrate the Respondent has positive past performance on evaluations of similar design and scope, as evidenced by past performance reviews submitted from past clients from Reference Checks of past clients specified in Section B.37 and Attachment A. DEO or its predecessor cannot be used as a reference.</li> </ul>	

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<ul style="list-style-type: none"> <li>• Must demonstrate the Respondent has the ability to lead staff and work with cross-functional stakeholders with prior positive experience carrying out similar projects in scope and size.</li> <li>• Must demonstrate the Respondent has adequate, qualified staff and resources to successfully complete all project deliverables.</li> </ul>	
<b>3. Project Approach and Methodology – Tab 3 as defined in Section B.36.1</b>	<b>100</b>
<ul style="list-style-type: none"> <li>• Describe the overall strategy and process the Respondent will use to successfully develop and deploy the public website, maintain the website, post the outcome data, and develop and post the Economic Security Report (ESR).</li> <li>• Describe the Respondent’s approach to collaborate with all stakeholders in implementing the project.</li> <li>• Describe the Respondent’s ability to timely post the Economic Security Report and outcome data specified in Sections C.1, C.2, and C.3 (employment, earnings, continued education, public assistance and educational loans), and other related information, such as contact information, methodology, data definitions, etc., to the Contractor’s public website which will be accessed via the Beyondeducation.org portal.</li> <li>• Describe the Respondent’s problem-solving procedures and/or processes for tracking, addressing, escalating, and resolving solutions, and customer issues and concerns.</li> <li>• Describe internal controls and processes used to advise employees about security and confidentiality provisions, required safeguards, and sanctions/penalties for accessing, viewing, or handling and protecting information protected under Federal or state statutes, rules, and regulations.</li> </ul>	
<b>B. Past Performance References- B.37 Attachment H</b>	<b>25</b>
<b>C. Cost Proposal as defined in Section B.36.2 and Attachment B</b>	<b>35</b>
<b>D. Total Possible Points for the Proposal Submittal</b>	<b>250 Points</b>

NOTE: The maximum available points (35 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 (= 35 points)

P = Points Awarded to each of the other Respondents

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**ATTACHMENT J  
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

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

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

\*Add rows as necessary.

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

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

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

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**ATTACHMENT K  
PROPOSAL PACKAGE CHECKLIST**

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

\_\_\_1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original proposal. If a Respondent fails to submit a completed DEO Solicitation Acknowledgement Form with its proposal, DEO reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the Respondent has met all other requirements of the 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 four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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- \_\_\_11. The Respondent shall submit one (1) signed original Cost Proposal and one (1 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-002-LAJ**

Title: Economic Security Report

Proposal Opening Date & Time: **November 30, 2017 @ 3:00 PM EST**