



**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page 1 of 41 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: November 28, 2017			
SOLICITATION TITLE: Black Business Loan Program Loan Servicing		SOLICITATION NO: 18-RFP-004-BM	
PROPOSALS WILL BE OPENED: December 19, 3:00 PM, Eastern Time and may not be withdrawn within 180 days after such date and time.			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Authorized Representative's Signature <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.	
RESPONDENT MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

PUR 1000 – GENERAL CONTRACT CONDITIONS

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

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

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- B.1 Solicitation Number** 18-RFP-004-BM
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Bureau of Community Economic Development
- B.4 Issuing Office** Blake McGough/Vincent McKenzie
Purchasing Analyst/Property and Procurement
Manager
107 East Madison Street, B-047
Tallahassee, Florida 32399
(850) 245-7443/ 245-7463
blake.mcgough@deo.myflorida.com
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: http://vbs.dms.state.fl.us/vbs/main_menu	11/28/2017
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	12/5/2017 at 12:00 PM (Eastern Time)
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System (VBS) website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	12/12/2017
4.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	12/19/2017 at 3:00 PM (Eastern Time)

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5.	Anticipated Evaluation of Technical Proposals	12/22/2017
6.	Anticipated Posting of Notice of Intent to Award	1/2/2017
7.	Anticipated Contract Start Date	2/1/2017

Addenda or clarifications to this RFP along with an Addendum Acknowledgement Form will be posted on the 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 [Intentionally Omitted]

B.8 [Intentionally Omitted]

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

Any questions from Respondents concerning this RFP shall be submitted via email to Blake McGough and Vincent McKenzie at blake.mcgough@deo.myflorida.com and 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) VBS as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment I – Technical Questions Submittal Form*.

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

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

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

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

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

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

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

B.11 Withdrawal of Proposal

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

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

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

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

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

B.13 Solicitation Requirements

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

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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
- D. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.34 and B.36.2, one (1) original, signed and sealed Attachment B, Cost Proposal, three (3) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- E. It is **MANDATORY** that the Respondent complies with the following statutory requirements: (list if applicable)
- F. 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.
- G. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via fax with follow up via mail.

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

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

B.14 Cost of Preparing Respondent’s Proposal

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

B.15 Disclosure and Ownership of Proposals by DEO

A Respondent’s proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent’s proposal,

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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 records submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its proposal, in hard copy and on a CD ROM, at the time of proposal submission.**

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

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

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

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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 DMS VBS for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

B.18 Description of Work Being Procured

DEO is requesting proposals from prospective contractors to provide servicing to an existing loan portfolio of approximately 95 loans made under the BBLP. Contractors must provide evidence of statewide loan serviceability, loan service capacity, and must have a loan servicing agent available during normal business hours. All work shall be performed in accordance with, at a minimum, section 288.7102 F.S., industry standard practices and procedures, and the Scope of Work contained in Section C.

B.19 Number of Awards

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

B.20 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of sixty (60) 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 five (5) 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 quarterly for the services rendered under the contract upon satisfactory completion of these services. Total payments under the contract shall not exceed \$65,000.

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

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

B.22 Proposal Acceptance Period

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

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

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

B.24 Disclosure

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

B.25 Laws and Permits

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

B.26 Insurance

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

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

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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 Florida 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. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

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

Code	Description
84141502	Small Business Loan agencies
84141503	Minority Owned Business Programs

A list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project but if you need assistance, the purchasing office can help.

B.28 Florida Department of State Registration Requirements

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

B.29 Diversity

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

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

B.30 Contractors and Subcontractors

The resulting contract does not allow the Contractor to subcontract for any of the services provided in the resulting contract.

B.31 Conflict of Interest

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

B.32 Rights to Data and Copyright

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

B.33 [Intentionally Omitted]

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 copies of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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

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

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

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

B.35 Elaborate Proposals

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

B.36 Instructions for Preparation of the Proposal

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

B.36.1 Technical Proposal Format

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

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

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

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

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

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

If a Respondent fails to submit a signed DEO Solicitation Acknowledgement Form with its proposal, DEO reserves the right to contact the Respondent by telephone for submission of

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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.

- **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 company and DEO. Information about the company's experience shall be submitted including company profile, experience, years in business, salary and benefits paid to employees. 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 explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. The Respondent should provide evidence of statewide loan serviceability and loan service capacity. The Respondent should identify any safety concerns and how it will address those issues. Any specific techniques it will use should also be provided.

- **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 individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Respondent should also include this information for any vacant positions anticipated to be filled and used in the Contract.

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

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

- **Tab 3 – Attachments**

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

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)

B.36.2 Cost Proposal Submittal

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

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

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

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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.

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

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reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

B.38 State Project Plan

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

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

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

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>.

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

B.39 RFP Process

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

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

B.40 Evaluation Criteria

1. General

- a. DEO reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.
- b. Non-responsive proposals shall include, but not be limited to, those that:
 - Fail to meet any statutory requirements;
 - Are irregular or are not in conformance with the requirements and instructions contained herein;
 - Fail to utilize or complete prescribed forms; or
 - Have improper or undated signatures
- c. In determining whether a Respondent is responsible, DEO may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract. DEO may deem the Respondent as non-responsible.

2. Evaluation Criteria

See Attachment H – Evaluation Criteria

3. Evaluation Scoring.

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

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

For example:

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

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

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

B.41 Award

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

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

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

B.42 Identical Tie Proposals

In a circumstance where proposals which are equal with respect to price, quality, and service are received, 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 solicitation, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

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

B.44 Trade Names

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

B.45 Visitor Pass to the Caldwell Building

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

B.46 Employment of DEO Personnel

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

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

B.47 Respondent's Responsibility

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

B.48 Accessible Electronic Information Technology

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

B.49 [Intentionally Omitted]

B.50 Definitions *(please add any applicable definitions in alphabetical order pertaining to this ITN that are not listed below)*

- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a contract through the term of the contract and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to DEO.
- Contractor Personnel: Persons directly employed by the Contractor.
- DEO: Florida Department of Economic Opportunity.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.

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- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premises(s): The entire Department of Economic Opportunity property identified by DEO's Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.
- 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.

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- 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

Respondent must service a loan portfolio of loans made under the Black Business Loan Program (BBLP), while providing due diligence in accordance with state and federal banking rules, laws and regulations. Respondent shall service the loans in accordance with sections 288.7102 -288.714, F.S.

C.2 Background/Overview

Respondent is responsible for servicing loans or loan guarantees to qualified black owned small businesses that cannot obtain capital through conventional lending institutions, but could otherwise compete successfully in the private sector, and foster economic development and job creation by use of Federal, State, and private community based programs and in coordination with our strategic alliances.

Only Black Business Loan Program Respondents certified in FY 2017-2018 may apply.

C.3 General Description

DEO is seeking a banking institution, credit union or Community Development Financial Institution that is a certified black business investment corporation for state fiscal year 2017-2018, to service loans approximately 95 existing loans made by a previous BBLP Loan Administrator who has subsequently been de-certified. Maximum compensation to administer and service these 95 existing loans will not exceed \$65,000.

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

Contractor agrees to perform the following:

Deliverable No. 1 – Service and Administer Existing Loans State-Wide		
Tasks	Performance Measures	Financial Consequences
Respondent shall service the loan portfolio, made up of the 95 existing BBLP loans, as specified in C.5.	<i>Respondent shall provide a minimum of (1) one detailed Quarterly Report, within 15 calendar days after the end of each quarter, and (1) detailed Final Report, within 30 calendar days after all loans are paid in full or DEO determines loans are no longer serviceable, as specified in C.3, as evidence of servicing</i>	In addition to the remedies set forth in Section C.15, below, failure to timely submit either the Quarterly Report(s) and/or the Final Report, as required, will result in a financial consequence of \$100 per calendar day, not to exceed \$3,000, until such report is received.

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	<i>and administering of loans each quarter and through the end of the Contract.</i>	
Deliverable 1 - \$		

C.5 Contractor’s Responsibilities

Contractor’s responsibilities under this Contract are as follows:

1. Respondent shall maintain the minimum requirements as specified in C.5.
2. Respondent shall provide office staff that is available during regular business hours Monday through Friday, not including any federally recognized holidays, to respond to Borrower inquires and or account maintenance.
3. Respondent shall provide staff that includes certified loan and/or credit officers.
4. Respondent shall respond to each request it receives for records made or received by the Respondent in conjunction with this Contract and to provide the applicable public records in response to such request. Respondent shall notify Contract Manager of the receipt.
5. Respondent shall communicate the loan servicing change to borrower.
6. Respondent shall report borrowers to consumer reporting agencies.
7. Respondent shall respond to all inquiries within forty-eight hours.
8. Respondent shall maintain records in accordance with section 288.7102, F.S.

Respondent must provide evidence of but not limited to the following:

1. Ability to underwrite loans.
2. Ability to accept and process loan payments.
3. Ability to facilitate loan modifications, provided such loan modification qualifies in accordance with banking and lending best practices and with 288.7102, F.S, program guidelines.
4. Invoicing capabilities as well as electronic payments and deposits.
5. Ability to maintain and process collections if necessary, notifying DEO quarterly of any delinquencies.
6. Ability to provide the same level of client service, assistance and loan administration to the 95 existing BBLP borrowers that the Respondent provides to BBLP borrowers who may have originated their loans under the Respondent’s BBLP.
7. Ability to submit Quarterly Reports within 15 calendar days after the end of each quarter, which include, at a minimum:
 - i. the current status for each of the 95 existing loans, including, but not limited to the outstanding amounts, the status of payment arrangements, and loan modifications;
 - ii. a list of any of the 95 existing loans that are considered delinquent, along with a detailed description of all collection actions taken to recover any outstanding balances;
 - iii. a list of any of the 95 existing loans Respondent intends to write off as bad debts, and a detailed explanation of why the Recipient considers the loans to be bad debts.
8. Ability to submit a Final Report within 30 calendar days after all loans are paid in full or DEO determines loans are no longer serviceable, which will include, at a minimum:
 - i. Final payment documentation, including all notices or instruments of satisfaction, cancellation, or termination, or of partial or full release, discharge and all other comparable instruments with respect to the 95 loans.

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- ii. Other closeout information that may be requested by DEO.

C.6 Staffing Levels

Provide a minimum of one (1) loan or credit officer available during regular business hours Monday through Friday.

C.7 [Intentionally Omitted]

C.8 Staffing Changes

Contractor shall immediately notify the Contract Manager of any changes in direct staff.

The successful 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 notify 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 that circumstances necessitate the replacement of previously assigned personnel.

C.9 Service Times

Recipient shall maintain hours of operation between 9 a.m. and 5 p.m., Monday through Friday, not including any federally recognized holidays. During the hours of operation, Recipient shall have the minimum number of staff identified in C.6, above, present and available to accept calls, field inquiries and communicate with the BBLP borrowers, as needed.

C.10 Contract Document

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

C.11 Method of Payment/Invoice

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

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

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

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

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

C.12 Background Screening

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

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

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

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

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

C.13 Contract Extension

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

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meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

C.14 DEO Responsibilities

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

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

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5 of this Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.4.

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

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.16 Liquidated Damages upon Contract Termination

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

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C.17 Notification of Instances of Fraud

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

C.18 Confidentiality and Safeguarding Information

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

C.19 Change of Ownership

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

C.20 Ownership and Intellectual Property Rights

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

C.21 Errors and Omissions Insurance

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

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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-004-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

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**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.)

Company Name:	
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:	\$

Company Name:	
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:	\$

Company Name:	
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**

For Attachment B, each Respondent shall complete all sections of the Cost Proposal (Attachment B), review for accuracy and have signed by an authorized representative. This individual must have the authority to bind Respondent. The electronic response must be submitted as both a Microsoft Excel version and an Adobe Acrobat PDF file format.

Initial Contract Period			
Black Business Loan Program	Quarterly Cost	Initial Contract Period	Subtotal Cost
Deliverable 1: Service and administer 95 existing loans for the Black Business Loan Program.	\$	X 20 Quarters (60 Months)	\$

Renewal Contract Period			
Black Business Loan Program	Quarterly Cost	Renewal Contract Period	Subtotal Cost
Deliverable 1: Service and administer 95 existing loans for the Black Business Loan Program.	\$	X 20 Quarters (60 Months)	\$

Initial Contract Period Subtotal Cost	\$
Renewal Contract Period Subtotal Cost	\$
Grand Total Cost (Initial + Renewal)	\$

***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.

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.**

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

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

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

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

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

***Authorized Representatives Signature**

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

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

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**ATTACHMENT H
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical Proposal Submittal	150
<i>Tab 1. Management and Technical Plan as defined in Section B.36.1.</i>	150
<ul style="list-style-type: none"> ○ 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 company and DEO. Information about the company’s experience shall be submitted including company profile, experience, years in business, salary and benefits paid to employees. 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 explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. The Respondent should provide evidence of statewide loan serviceability and loan service capacity. The Respondent should identify any safety concerns and how it will address those issues. Any specific techniques it will use should also be provided. ○ 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 individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Respondent should also include this information for any vacant positions anticipated to be filled and used in the Contract. ○ 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. 	

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B. Past Performance References – B.37 and Attachment H	10
C. Cost Proposal as defined in Section B.36.2 and Attachment B	20
D. Total Possible Points for the Proposal Submittal	180

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

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

- A = Lowest responsive Cost Proposal
- B = Actual responsive Cost Proposal for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Proposal (= 20 points)
- P = Points Awarded to each of the other Respondents

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**ATTACHMENT I
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

Respondent's Name: _____

Respondent Question Number*	RFP Page Number, Section Number, Subsection Reference*	Question*
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 J
PROPOSAL PACKAGE CHECKLIST

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

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

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

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

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

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

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

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

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

___ 8. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the original proposal.

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

___ 10. The Respondent shall submit one (1) signed original Technical Proposal and four (4) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical Proposal (on compact disc). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

___ 11. The Respondent shall submit one (1) signed original Cost Proposal and three (3) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on

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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-004-BM**

Title: **Black Business Loan Program Loan Servicing**

Proposal Opening Date & Time: **December 19, 3:00 PM EST**