



DEPARTMENT OF ECONOMIC OPPORTUNITY REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page <u>1</u> of <u>62</u> pages	SUBMIT PROPOSAL TO: Department of Economic Opportunity (DEO) Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455
AGENCY RELEASE DATE: <u>April 6, 2020</u>	
SOLICITATION TITLE: Florida Aerospace and Defense Platform	SOLICITATION NO: 19-RFP-016-TH
PROPOSALS WILL BE OPENED: May 11, 2020 at 3:00 PM, Eastern Time and may not be withdrawn within <u>180</u> days after such date and time.	
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.	
RESPONDENT NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * 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** 19-RFP-016-TH
- B.2 Solicitation Type** Request for Proposal (RFP)
- B.3 Program Office** Strategic Business Development
- B.4 Purchasing Office** Tamara Harrington/Vincent McKenzie
Purchasing Analyst/Purchasing Manager
107 East Madison Street, B-047
Tallahassee, Florida 32399
(850) 245-7464/ 245-7463
Tamara.Harrington@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 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 Purchasing 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	4/6/20
2.	Non-Mandatory Pre-Proposal Conference Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	4/13/20 <u>at 9:00am EST</u>
3.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	4/16/20 at 5:00 PM <u>EST</u>
4.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	4/23/20
5.	Proposals Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	5/11/20 at 3:00 PM <u>EST</u>

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	<u>THE PROPOSAL OPENING WILL BE AVAILABLE TO THE PUBLIC VIA CONFERENCE CALL ONLY.</u>	
	Conference Call Number: 1-888-585-9008 Conference Room: 952-708-564	
6.	Anticipated Evaluation of Technical Proposals	5/14/20 - 5/21/20
7.	Anticipated Posting of Notice of Intent to Award	6/1/20

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

B.7 Notice of Potential Federal Funding

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

B.8 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held as per the date, time and location specified in Section B.6, Calendar of Events. All Respondents intending to submit a proposal to this RFP may attend this conference. Participation by teleconference is authorized.

The non-mandatory pre-proposal conference will provide Respondents with an opportunity to ask questions to clarify any uncertainties. Questions asked and answers provided at the non-mandatory conference are not binding; oral answers provided at the non-mandatory conference are given as temporary guidance to clarify issues until a written answer is issued by DEO in writing, in the form of a RFP Addendum.

Respondents should review and become familiar with the solicitation documents and other supporting materials as listed in this RFP prior to attending the non-mandatory conference.

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 Tamara Harrington and Vincent McKenzie at Tamara.Harrington@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 emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent’s responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent’s failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment J – Technical Questions Submittal Form*.

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

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

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

As of the date of posting, DEO's offices are closed to the public. All Proposals must be sent via certified mail or overnight courier, until such time as DEO's offices are re-opened to the public. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

Proposals must be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Each proposal shall be prepared simply and economically, following the instructions contained herein.

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

B.11 Withdrawal of Proposal

The Respondent may withdraw its submitted bid at any time before bids are opened by DEO by sending an email to the purchasing office contacts set forth in section B.4. A submitted proposal may be withdrawn, if within 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)*

As of the date of posting, DEO's offices are closed to the public. DEO anticipates that the public opening will be held via teleconference. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

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

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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.

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

B.14 Cost of Preparing Respondent's Proposal

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

B.15 Disclosure and Ownership of Proposals by DEO

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

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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 original, signed and sealed Technical Proposal, five paper copies of the signed original and one electronic copy of the signed original Technical Proposal (on compact disc or USB drive), which include the following required attachments:
 - 1. DEO Solicitation Acknowledgement Form
 - 2. Attachment A – Reference Form
 - 3. Attachment C – Drug Free Workplace Certification
 - 4. Attachment D – Disclosure Statement/Conflict of Interest
 - 5. Attachment E – Certification Regarding Debarment
 - 6. Attachment F – Certification Regarding Lobbying
 - 7. Attachment G – List of Subcontractors
 - 8. Attachment K – Minimum Technical Requirements
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections. B.34 and B.36.2, one original, signed and sealed Attachment B, Cost Proposal, five paper copies of the signed original and one electronic copy of the signed original Cost Proposal (on compact disc or USB drive). **Attachment B must be submitted in a sealed package separate from the other attachments.**
- D. If a Respondent fails to submit all completed documentation with its proposal, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the reply has met all other requirements of the solicitation.

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

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

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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 compact disc or USB drive, at the time of proposal submission.**

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

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

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

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

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

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above, for a period of 72 hours, excluding weekends and state-observed holidays; and on the Florida Vendor Bid System.

1. ANY NOTICE OF PROTEST OR FORMAL WRITTEN PROTEST MUST BE TRANSMITTED BY THE RESPONDENT TO THE AGENCY CLERK AS SET FORTH HEREIN. IN NO EVENT WILL DEO CONSIDER ANY COMMUNICATION MADE BY THE RESPONDENT TO ANY OTHER INDIVIDUAL AT DEO AS A NOTICE OF PROTEST OR A FORMAL WRITTEN PROTEST UNDER S. 120.57(3), F.S.
2. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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3. If the Respondent desires to protest this Solicitation or DEO's decision or intended decision under this Solicitation, including a decision to reject all bids, the Respondent must do so within the time prescribed in Section 120.57(3), F.S., and Chapter 28-110, F.A.C. All notices of protest under section 28-110.003, F.A.C., must be delivered by email to agency.clerk@deo.myflorida.com. All formal written protests under section 28-110.004, F.A.C., must be delivered in accordance with the emphasized instructions below, to the agency clerk at the following address:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128

As of the date of posting, DEO's offices are closed to the public. All formal written protests must be sent via certified mail or overnight courier to the agency clerk at the above address until such time as DEO's offices are re-opened to the public. Any change to building access regarding this Solicitation will be posted on the Vendor Bid System.

B.18 Description of Work Being Procured

DEO is requesting proposals from prospective contractors for the development and build-out of a web-based platform and modeling tool. This project will connect, primarily, small to medium-sized defense contractors with open defense contracts in the state of Florida. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.19 Number of Awards

DEO anticipates the issuance of one 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 18 months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within 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 may not exceed 18 months. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

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

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

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

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

B.22 Proposal Acceptance Period

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within 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 180 days after the proposal submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any proposal within this time period except as described in paragraph B.11. Any proposal that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.24 Disclosure

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

B.25 Laws and Permits

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

B.26 Insurance

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-

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insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

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

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

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

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

B.27 Vendor Registration

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. 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:

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Code	Description
43212200	Computer data storage management systems
43231500	Business function specific software
43232200	Content management software
43232304	Data base management system software
43232306	Data base user interface and query software
43232408	Web platform development software
93151604	Military expenditures budgeting services
93151509	Government information services
93171801	Trade projections
93171800	Trade analysis
93171803	Trade statistics
93142104	Sectoral planning services
93142101	Regional development planning services
93141605	Population trends or projections services

A list of Commodity Codes can be found here:

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

B.28 Florida Department of State Registration Requirements

All entities identified under chapters 607, 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.

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.

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B.30 Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's proposal. Requests for use of subcontractors received subsequent to the RFP process are subject to review and approval by DEO based on the terms described in Section C.8 of this RFP.

B.31 Conflict of Interest

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

B.34 Submittal Requirements

One original Technical Proposal and five copies thereof shall be bound, enclosed and sealed individually and one electronic copy of the signed original Technical Proposal (on compact disc or USB drive). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

One signed original Cost Proposal and five copies thereof shall be bound, enclosed and sealed individually, and one electronic copy of the signed original Cost Proposal (on compact disc or USB drive). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.

If a Respondent fails to submit the one electronic (i.e., on compact disc or USB drive), signed copy of its original Technical Proposal or the one electronic (i.e., on compact disc or USB drive), signed copy of its

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original Cost Proposal with its proposal package, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the proposal has met all other requirements of the solicitation.

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

If Respondent considers any portion of its Technical Proposal or Cost Proposal to be confidential, the Respondent shall submit a compact disc or USB drive containing one copy of the signed, original proposal with the confidential information redacted. This compact disc or USB drive 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 by the Respondent to submit the "Technical Proposal" sealed separately from the Cost Proposal shall result in the proposal package being deemed non-responsive, and therefore, the proposal will be rejected. 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 for that element of the evaluation.

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.

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

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

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

- **Tab 1 – Table of Contents**

The Respondent's proposal shall contain a table of contents referencing the correct order of the proposal, by section and page number(s).

- **Tab 2 – 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 organization and the DEO. Information about the company's experience shall be submitted including company profile, experience, years in business, salary, and references. The proposal should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. This would include the number of staff and number of hours proposed to complete the services specified herein.

- **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 identify any risks 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.

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- **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 3 – I.T. Technical Solution**

DEO is requesting proposals from prospective contractors for the development, support, and maintenance of a web-based application. Once the warranty period has ended, the application will be handed over to DEO for continued support and maintenance. Specific to this contract, the Department requires a six-month warranty period, effective the day of implementation. The warranty period is to cover any bugs/defects identified after implementation, and were included within the scope of the project. The primary objectives of the solution include the creation of a web based application that will: (1) register participating aerospace and defense companies, (2) transfer data from government websites offering defense spending and available contracts, and (3) provide an economic modeling tool to analyze the impact that defense contracts have in Florida.

1. The solution must include but is not limited to (as noted on Attachment K):

- a. The ability to display branding of the State of Florida, DEO, other agencies and subdivisions of the State of Florida, and any state or DEO programs or partners
- b. An outreach on an upcoming events calendar.
- c. The ability for Florida defense companies to register their company information.
- d. A user interface that allows registered users to search for information about available contracts and contractor information based on industry code, contract type, and key words. This search may recommend contracts based on company profile, browsing history, or similar methodology.
- e. Ability to connect and pull live information from government websites such as but not limited to: USAspending.gov, FedBizOps, FedConnect, Internet Bid Board System, and the Federal Procurement Data System.
- f. Provide an economic modeling function to show current, past, and future spending patterns searchable by unique identifiers such as industry, location, workforce etc.
- g. Allow partner links to offer cyber training, outreach, and additional industry sustainability options as needed.
- h. Report generation including standard and ad-hoc. Reports should be exportable in the following common formats: *CSV, PDF, HTML, and/or XML*.
- i. A portal to perform administrative functionality within the application including audit logging.

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2. Technical requirements

- a. Application must be browser and platform agnostic (including mobile devices).
- b. Application must comply with DEO security standards.
- c. Application must comply with Americans with Disabilities Act (ADA).
- d. Application must allow for the development of customized dashboards including embedded content.
- e. Application must use a transactional database for storing application related data.
- f. Ability to provide interface with existing DEO applications.

3. Information Security Requirements

- a. Application must comply with DEO information security standards and ideology. DEO derives ideology for application security and system development from multiple sources. Please refer, at a minimum, to the Open Web Application Security Project (OWASP) and the OWASP Top 10, Florida Administrative Code 60GG-2, NIST 800-37, NIST 800-160, and NIST 800-53. In addition, relevant DEO Information Security Policies will be provided with 30 days of contract execution.
- b. The application and underlying infrastructure must support:
 1. the ability to limit access to specific internet protocol (IP) address ranges and Internet domains.
 2. easy export of log data.
 3. integration with agency central log management and SIEM tools (i.e. Splunk).
 4. encryption at rest and in transit.
 5. Regular detection and remediation of vulnerabilities.
 6. Any legal obligations, including, but not limited to, Federal or industry compliance standards.
 7. Role-based access control (RBAC).
 8. Integration with agency Identity and Access Management tools (i.e. Microsoft Active Directory).
 9. The ability to change or disable vendor default settings that pose a security risk. Such settings include, but might not be limited to:
 - Encryption keys.
 - Accounts.
 - Passwords.
 - SNMP (Simple Network Management Protocol) community strings

4. Development Requirements Supported

- a. Microsoft SQL Server latest version
- b. .NET Framework 4.6.1 or higher
- c. C#
- d. ASP.NET MVC Razor 5.0
- e. ADO.NET

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- f. IIS
- g. TFS, GitHUB, Azure DevOps
- h. VS Code, Visual Studio
- i. Bootstrap 3.3.7 Responsive UI
- j. jQuery 3.3.1
- k. AngularJS

5. Hosting Criteria

- a. Application should be able to (but is not required) to be hosted in DEO managed cloud environment.
- b. Application must be hosted on Windows or PaaS.
- c. Application must adhere to best practices such as data protection and disaster recovery.
- d. Application must have pre-production and production environments.

• Tab 4 – Cloud Computing Solutions

- Respondents should demonstrate the capability to provide cloud computing solutions that minimize or do not require the purchasing, financing, or leasing of state data center infrastructure, and that meet the needs of customer agencies, that reduce costs, and that meet or exceed the applicable state and federal laws, regulations, and standards for information technology security (HB 5301).

• Tab 5 - Duty of Continuing Disclosure of Legal Proceedings

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

Tab 6 – Attachments

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

1. Reference Form (Attachment A)
2. Cost Response (Attachment B)
3. State Project Plan (B.38), include Drug-Free Workplace Certification (Attachment C)
4. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)

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5. Certification Regarding Debarment (Attachment E)
6. Certification Regarding Lobbying (Attachment F)
7. List of Subcontractors (Attachment G), if applicable
8. Minimum Technical Requirements (Attachment K)
9. Certified Minority Business Enterprise (CMBE) Certification, if applicable. Attach a copy of your CMBE Certification, if certified with the Florida Department of Management Services.

B.36.2 Cost Proposal Submittal

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

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

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

B.37 Past Performance References

In the spaces provided on Attachment A, the Respondent must list three separate clients, other than DEO, for which work similar to that specified in this solicitation has been performed within the preceding three years. The Respondent’s work for the clients listed must be for work similar in nature to that specified in this solicitation. Do not include confidential clients. Do not list DEO as a client reference. Proposals that list DEO as a client reference will result in the Respondent receiving a score of zero points for the Past Performance References section of the evaluation criteria. Fully complete all fields in Attachment A.

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

If the Respondent has had a name change since the time work was performed for a listed reference, then 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.

If the Respondents submit a proposal as a joint venture, at least one 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.

References should be available to be contacted during normal working hours. DEO will choose, at its own discretion, two of the Respondent’s references to contact in order to complete an evaluation of past

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performance reference questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact two non-Department references.

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

DEO shall reject the Respondent's bid as non-responsive if the Respondent fails to completely provide the required information for a minimum of three separate and verifiable clients in the spaces provided on Attachment A.

B.38 State Project Plan

The Respondent should submit a written plan addressing the State's four 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>.

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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 page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the company intends to subcontract.

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

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

B.39 RFP Process

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

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

B.40 Evaluation Criteria

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

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

2. Evaluation Criteria

See Attachment I – Evaluation Criteria

3. Evaluation Scoring.

Each proposal will be reviewed by at least three evaluators who will independently score the proposal based on the criteria contained in Attachment I. The Issuing Office identified in Section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references 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 Purchasing Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Purchasing Office shall present the average rankings to the program area and Agency Head, or his or her designee, who will then determine the recommended contract award or the short list of Respondents to participate in oral discussions.

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

For example:

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

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

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

B.41 Award

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

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

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

B.42 Identical Tie Proposals

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

(1) In accordance with Section 287.057(11), F.S. which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise";

(2) Bids that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;

(3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and

(4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

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

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

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

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

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

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

B.44 Trade Names

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

B.45 OMITTED

B.46 Employment of DEO Personnel

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

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

B.47 Respondent's Responsibility

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

B.48 Accessible Electronic Information Technology

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

B.49 Division of State Technology (DST)

The Respondent understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Rule 60GG-1, Florida Administrative Code (F.A.C.). The Respondent will ensure the DST has the necessary data and reports to support compliance. The DST shall have the authority to access any and all documents, information or gain other access afforded DEO under this Contract.

B.50 Definitions

- **Confidential Information:** Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.

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

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

B.51 Strict Enforcement

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

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SECTION C SCOPE OF WORK

C.1 Purpose

The purpose of this solicitation is to contract with an expert to develop and build a web-based application that will provide contract opportunities for both traditional defense-related businesses and service-oriented companies that have limited or no previous experience in defense contracting. The application will be a tool to help aid, primarily, small to medium-sized Florida companies expand within the industry, secure future Department of Defense (DoD) contracts, streamline information between the DoD and Florida businesses, and assist companies already contracting with the DoD in seeking new DoD contracts. By creating the framework for Florida companies to communicate and collaborate, the “application” will assist the aerospace and defense industries in diversifying the defense footprint in the state and strengthen the state’s defense supply chain.

DEO’s goal is to provide greater visibility for small and medium sized businesses who register for the site by creating broader exposure and access to help them expand and diversify their customer bases and find opportunities to partner on larger projects. This free web-based tool will allow Florida businesses to search and research open DoD contracts, plan for workforce development opportunities in the aerospace and defense industries, and provide a landing space to connect with other companies within a particular field or region. This platform will allow both prime and smaller contractors to find and increase their subcontracting opportunities.

The application should leverage the State of Florida’s available State websites; business, military and defense partnerships; and programs for the application to provide a resource for Florida businesses wishing to enter and expand in the aerospace and defense industries. The plan This application will become the sole property of The Department of Economic Opportunity.

C.2 Background/Overview

The 2020 Florida Defense Industry Economic Impact Analysis provided an assessment of DoD spending in Florida and determined that the economic impact to our state, generated roughly \$95 billion dollars for Florida’s economy. However, the concentration of Florida’s aerospace and defense industry is only in 3 of its 67 counties. Florida seeks to increase access to defense contracts for small and medium aerospace and defense contractors across the state by creating the Florida AeroSpace and Defense Portal. Further diversification of Florida’s aerospace and defense industry will ensure an expansion of this industry within the State.

C.3 General Description

DEO is seeking the development, support, and maintenance of a web-based application that will (1) register participating aerospace and defense companies, (2) transfer data from government websites offering defense spending and available contracts, (3) provide an economic modeling tool to analyze the impact that defense contracts have in Florida, and (4) provide a plan for optimum utilization and participation by end users in the Florida Aerospace and Defense Communities. The platform must allow interface with current DEO applications. Once the warranty period has ended, the application will be handed over to DEO for continued support and maintenance. The procurement for this project is contingent upon receipt of federal grant funds. This solicitation may be cancelled and all bids or proposals received may be rejected if such funds

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become unavailable or if costs exceed available funds, and if cancellation is in the best interests of the Department. DEO shall have final unchallengeable authority as to the availability, receipt and acceptance of funds. Cancellation shall not entitle Respondent(s) to be reimbursed for the costs associated with preparation of its proposal.

Proposals submitted by Respondents will include additional pertinent information and industry best practices to establish the most economic and efficient development of the Florida AeroSpace and Defense Portal. If the costs cannot be met by grant funds, DEO may modify the contract once a contractor is selected through the RFP process.

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

Planning Phase		
Deliverable No. 1 – Introduction and Project Management Plan		
Description/Tasks	Performance Measures	Financial Consequences
Conduct project kickoff meeting(s) at DEO’s location. Develop the Project Management Plan (PMP) and the PMP sub-plans: <ul style="list-style-type: none"> • Project Plan Summary; • Project Scope Management Plan; • Resource Management Plan; • Risk Management Plan; • Communication Plan; • Project Change Management Plan; • Project Schedule (developed in Microsoft Project format); • Quality Management Plan; • Security Management Plan. 	Conduct kickoff meeting and submit a completed Project Management Plan (PMP) and PMP sub-plans, as specified, within 10 business days of contract execution. Evidence of sign-in sheet and any other required documentation must be submitted and approved by DEO.	Failure to conduct kickoff meeting and submit the PMP Management Plan and sub-plans within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 1 - \$Cost		
Analysis and Design Phase		
Deliverable No. 2 – Gap Analysis and Requirements Validation		
Description/Tasks	Performance Measures	Financial Consequences
Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that DEO must follow in the administration of its various programs, and identify the gaps	Submit the Gap Analysis and Requirements Validation documentation, as specified, and map the requirements to the proposed solution within 20 business days of contract execution.	Failure to perform, complete, and submit the Gap Analysis and Requirements Validation documentation within 20 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the

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between them, and then provide a list of the requirements to DEO. Then map each requirement to the proposed product/solution.	Evidence of Gap Analysis and Requirements Validation documentation and any other required documentation must be submitted and approved by DEO.	due date. Such reduction shall be made from the deliverable payment.
Deliverable 2 - \$Cost		
Deliverable No. 3 – System Documentation		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop the System Design Document and include the supporting documents:</p> <ul style="list-style-type: none"> • Business Design Document; • User Interface Control Document; • Systems Integration Document; • Entity Relationship Diagram; • Data Dictionary; • Infrastructure Requirements; • Security Requirements; • ADA Compliance Requirements; • Maintenance Requirements; • User Documentation Requirements. <p>Develop the Interface Specification Design Document.</p> <p>Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.</p>	<p>Submit the System Design Document, Interface Specification Design Document and Reports Inventory, as specified, within 50 business days of contract execution.</p> <p>Evidence of the development of the System Design Document, Interface Specification Design Document and Reports Inventory and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to submit the System Design Document, Interface Specification Design Document and Reports Inventory within 50 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 3 - \$Cost		
Configuration and Development Phase		
Deliverable No. 4 – Traceability Matrix		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the	Submit the Traceability Matrix, as specified, within 60 business days of contract execution.	Failure to develop and submit the Traceability Matrix within 60 business days of contract execution will result in a

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system requirements that must be met by the delivered solution.	Evidence of the Traceability Matrix and any other required documentation must be submitted and approved by DEO.	deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 4 - \$Cost		
Deliverable No. 5 – Solution Prototype		
Description/Tasks	Performance Measures	Financial Consequences
Develop a working prototype of the solution in a testing environment based on the requirements identified in the Traceability Matrix.	Provide a working prototype of the solution in a testing environment, as specified, within 70 business days of contract execution. Evidence of the working prototype and any other required documentation must be submitted and approved by DEO.	Failure to provide a working prototype of the solution within 70 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 5 - \$ Cost		
Testing Phase		
Deliverable No. 6 – Master Test Plan		
Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, ADA, and security testing.	Submit the Master Test Plan, as specified, within 80 business days of contract execution. Evidence of the Master Test Plan and any other required documentation must be submitted and approved by DEO.	Failure to submit the Master Test Plan within 80 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 6 - \$ Cost		
Deliverable No. 7 – User Acceptance Testing		
Description/Tasks	Performance Measures	Financial Consequences
Facilitate User Acceptance Testing (UAT). Provide the detailed results of the UAT execution.	Complete the UAT and submit a detailed result report of the UAT execution, as specified, within 100 business days of contract execution.	Failure to complete the UAT and submit a detailed result report of the UAT execution, as specified, within 100 business days of contract execution, will result in a deduction of 5% of the

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	Evidence of the completion of UAT, a detailed results report, and any other required documentation must be submitted and approved by DEO.	deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 7 - \$ Cost		
Implementation Phase		
Deliverable No. 8 – Implementation Plan and Deployment Checklist		
Description/Tasks	Performance Measures	Financial Consequences
Develop the Detailed Implementation Plan which must outline the detailed processes and approach to the implementation of the new solution. Develop the Deployment Checklist which must define the step by step processes and timing that must be adhered to for the successful pre-implementation, implementation, and post-implementation of the new solution.	Submit the Detailed Implementation Plan and Deployment Checklist, as specified, within 110 business days of contract execution. Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted and approved by DEO.	Failure to submit the Detailed Implementation Plan and Deployment Checklist, as specified, within 110 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 8 - \$ Cost		
Deliverable No. 9 – Working System and Supporting Documentation		
Description/Tasks	Performance Measures	Financial Consequences

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<p>Develop and implement a Final System and deliver user documentation required for the operation of the overall solution, which must include system details, and user documentation specific to DEO.</p> <p>Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:</p> <ul style="list-style-type: none"> • System Administration Manual; • User Manual; <p>Implement a working system in a Production environment.</p>	<p>Complete the Final System and submit the User Documentation, to DEO's satisfaction, and delivery of a working system in the Production environment, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 125 business days of contract execution.</p> <p>Evidence of the completion of the Final System and User Documentation must include the System Administration Manual and User Manual; evidence of a working system in the Production Environment, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete the Final System, submit the User Documentation, and deliver a working system in the Production environment, as specified, within 125 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 9 - \$ Cost		
Training Phase		
Deliverable No. 10 – Training Materials and Knowledge Transfer Plan		
Description/Tasks	Performance Measures	Financial Consequences
<p>Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the DEO administrators and users of the new system.</p> <p>Develop a knowledge transfer plan that includes information on how DEO administrators will make future configuration and modifications to System.</p>	<p>Submit the Final Training Materials and the Knowledge Transfer Plan, as specified, within 135 business days of contract execution.</p> <p>Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to submit the Final Training Materials and the Knowledge Transfer Plan, as specified, within 135 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>

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Deliverable 10 - \$ Cost		
Deliverable No. 11 – Knowledge Transfer		
Description/Tasks	Performance Measures	Financial Consequences
Conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan.	<p>Complete on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 140 business days of contract execution.</p> <p>As evidence by the submission of a Knowledge Transfer sign-off document and any other required documentation must be submitted and approved by DEO.</p>	Failure to completely conduct the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 140 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 11 - \$ Cost		
Deliverable No. 12 – Transition Plan		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Transition Plan which identifies the approach and milestones necessary to transfer operation of the system from the contractor to DEO.	<p>Submit the Transition Plan, as specified, within 5 business days of acceptance of Deliverable 11.</p> <p>The Transition Plan, as specified, and any other required documentation must be submitted and approved by DEO.</p>	Failure to submit the Transition Plan within 5 business days of acceptance of Deliverable 11, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 12 - \$ Cost		

Deliverable No. 13 – Transition Completion Report		
Description/Tasks	Performance Measures	Financial Consequences
Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	<p>Submit the Transition Completion Report, as specified, within 5 business days of acceptance of Deliverable 12.</p> <p>The Transition Completion Report, as specified, and any other required</p>	Failure to submit the Transition Completion Report within 5 business days of acceptance of Deliverable 12, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction

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	documentation must be submitted and approved by DEO.	shall be made from the deliverable payment.
Deliverable 13 - \$ Cost		
Deliverable No. 14 – Project Closure		
Description/Tasks	Performance Measures	Financial Consequences
<p>Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports.</p> <p>Supporting reports to the Project Closure Report that shall be provided by the contractor include:</p> <ul style="list-style-type: none"> • Project Lessons Learned Project Report; • Project Release Document (Signed); • Post Implementation Review Report; • Post Implementation Evaluation Report; • Change Log (Closed Out); • Contract(s) Closure. 	<p>Submit the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 13.</p> <p>The Project Closure Report must be evidenced by documentation required below, and any other required documentation and must be submitted and approved by DEO:</p> <ul style="list-style-type: none"> • Project Lessons Learned Project Report; • Project Release Document (Signed); • Post Implementation Review Report; • Post Implementation Evaluation Report; • Change Log (Closed Out); • Contract(s) Closure. 	<p>Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
Deliverable 14 - \$ Cost		

C.5 Contractor’s Responsibilities

1. Work with DEO staff to establish any necessary technical environments.
2. Demonstrate familiarity with critical aspects of the Cybersecurity rules and relevant policies, as well as the use of required tools.
3. Contractor must have Microsoft Developer Network (MSDN) access and support.

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4. Provide office staff to meet with Division staff for regularly scheduled briefings, at least once per week.
 - a. Provide office staff during regular business hours Monday through Friday to respond to staff questions, with the exception of in-house training days.
 - b. Provide office staff who are trained, and competent in Excel, and other necessary software programs such as Microsoft Access and Word.
5. Initiate communications with the Division as applicable.
6. Identify any gaps between current and future processes.
7. Analyze and refine the portal design.
8. Validate needs through prototyping of functionality, navigation, state and federal reporting, and workflow.
9. Designate a Project Manager to work with the DEO Contract Manager in fulfilling the contractor's requirements under this Contract. Immediately notify the DEO Contract Manager of any changes in Project Manager designations by email as they occur.
10. Immediately notify the DEO Contract Manager and submit a written report within 24 hours of any situation which could reasonably be expected to adversely affect the contractor's ability to fulfill its responsibilities under this contract.
11. Comply with the requirements of the Division of State Technology (AST) as defined in Rule 60GG-2, F.A.C., and section 282.0051(3), F.S.
12. Document issues and decisions in the requirement sessions.
13. Contractor will provide initial training upon delivery of the "application" and ongoing systems support as needed for State staff, subcontractors, State partners and stakeholders, for full contract term sustainability.
14. Conduct project kickoff meeting(s) at DEO's location.
15. Develop the Project Management Plan (PMP) and the PMP sub-plans:
 - a. Project Plan Summary;
 - b. Project Scope Management Plan;
 - c. Resource Management Plan;
 - d. Risk Management Plan;
 - e. Communication Plan;
 - f. Project Change Management Plan;
 - g. Project Schedule (developed in Microsoft Project format);
 - h. Quality Management Plan;
 - i. Security Management Plan.
16. Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that DEO must follow in the administration of its various programs, and identify the gaps between them, and then provide a list of the requirements to DEO.
17. Contractor shall map each requirement to the proposed product/solution.
18. Develop a System Design Document and include the supporting documents:
 - a. Business Design Document;
 - b. User Interface Control Document;
 - c. Systems Integration Document;
 - d. Entity Relationship Diagram;
 - e. Data Dictionary;
 - f. Infrastructure Requirements;
 - g. Security Requirements;
 - h. ADA Compliance Requirements;

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- i. Maintenance Requirements;
 - j. User Documentation Requirements.
19. Develop an Interface Specification Design Document.
 20. Develop a Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.
 21. Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix will define the system requirements that must be met by the delivered solution.
 22. Develop a working prototype of the solution in a testing environment based on the requirements identified in the Traceability Matrix.
 23. Develop a Master Test Plan, which defines the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, ADA, and security testing.
 24. Facilitate the User Acceptance Testing (UAT) and provide a detailed result report of the UAT execution.
 25. Develop a Detailed Implementation Plan that outlines the detailed processes and approach to the implementation of the new solution.
 26. Develop a Deployment Checklist that defines the step by step processes and timing that must be adhered to for successful pre-implementation, implementation, and post-implementation of the new solution.
 27. Demonstrate web application at intervals during build phase during bi-weekly conference calls.
 28. Develop and implement a Final System and deliver user documentation required for the operation of the overall solution, which will include system details and user documentation specific to DEO. Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:
 - a. System Administration Manual;
 - b. User Manual.
 29. Contractor shall implement a working system in a Production environment.
 30. Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, and other items as agreed upon, needed to train the DEO administrators and users of the new system.
 31. Develop a knowledge transfer plan that includes information on how DEO administrators will make future configuration and modifications to System.
 32. Contractor must provide staff with periodic in-house training on relevant issues, such as changes in industry standards. Contractor shall conduct on-site Knowledge Transfer based on the approved training materials and knowledge transfer plan.
 33. Develop a Transition Plan that identifies the approach and milestones necessary to transfer operation of the system from the contractor to DEO.
 34. Develop and submit a Transition Completion Report that identifies the completed milestones of the transition plan.
 35. Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports. The Project Closure Report shall include:
 - a. Project Lessons Learned Project Report;
 - b. Project Release Document (Signed);
 - c. Post Implementation Review Report;
 - d. Post Implementation Evaluation Report;
 - e. Change Log (Closed Out);
 - f. Contract(s) Closure.

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36. Contractor will provide a warranty period of 6 months from date of implementation. During this period, only contractor supplied code changes will be allowed.

C.6 Staffing Levels

A minimum of one Project Facilitator is mandatory to provide the required services throughout the Contract. The skill level of the staff provided by the Contractor must be consistent with the Contractor’s proposed solution and services. Proposed staff resumes must be provided for all key staff assigned to the project and must reflect experience with projects of similar size and complexity. DEO reserves the right to reject any proposed team member throughout the duration of the Contract.

C.7 Professional Qualifications

The Contractor must have previous experience in developing and creating web-based applications and knowledge of the aerospace and defense industry sector. The staff assigned to this project must have (at least) the qualifications as indicated below.

Role	Skill Set
Project Manager	Information Technology Infrastructure Library (ITIL), Project Management Professional (PMP)
Business Analyst	Certified Business Analysis Professional (CBAP) Wireframes and requirements gathering
Full Stack Developer	.Net Core, Angular Js, Boot Strap, MS SQL Server, Team foundation server, MS unit testing, Microsoft Azure development or AWS development experience

C.8 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractor’s proposal, which are considered by DEO to be essential to these services outlined herein. As soon as possible, but no less than five 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 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.

Contractor or Contractor’s employees, agents, or subcontractors, 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 Contract.

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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 or Contractor's employees, agents, or subcontractors who have criminal histories, which include convictions for disqualifying offenses, shall not be assigned to this Contract. Disqualifying offenses include, but are not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses related to the position sought. See §112.011, Florida Statutes. Screening results indicating convictions of disqualifying offenses will result in a contractor, contractor employee, agent, or subcontractor not being allowed to work on this Contract.

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

C.10 Service Times

Contractor will ensure that key staff are available during Department business hours (Monday through Friday 8:00am-5:00pm Eastern Standard Time).

C.11 Contract Document

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

C.12 Contract Extension

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

C.13 Method of Payment/Invoice

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

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

Contractor shall submit invoices to DEO on or before the 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 including each renewal year, if applicable. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

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

C.14 DEO Responsibilities

1. Assign a Contract Manager to manage the Contract.
2. Ensure the DEO Contract Manager provides information to the Contractor as required.
3. Conduct any required coordination, communication, and document distribution with any entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
4. Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
5. Be available for consultation throughout the project.
6. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
7. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
8. Maintain paper, electronic and final archive copies of all deliverables.
9. Expeditiously respond to inquiries or requests from Contractor.
10. Provide meeting sites when necessary.
11. Ensure project management and oversight standards set forth in Rules 60GG-1-5, F.A.C. are followed.
12. Ensure Contractor's compliance with the requirements of the DST as defined in Rule 60GG-1, F.A.C., and section 282.0051(3), F.S.

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 Contractor's Responsibilities, 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 if Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.4.

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

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

C.16 Liquidated Damages upon Contract Termination

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

C.17 Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to DEO's Contract Manager within 24 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 Chapter 119, Florida Statutes 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 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

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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.

C.22 Performance Bond

Contractor shall furnish state an annually renewable performance bond in an amount equal to 20% of the Contract value, within 30 calendar days after the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

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

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

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

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SECTION D
DEPARTMENT VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 19-RFP-016-TH, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

- Remainder of Page Intentionally Left Blank -

**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list three separate clients, other than DEO, for which work similar to that specified in this solicitation has been performed within the preceding three years. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Do not include confidential clients. Do not list DEO as a client reference. Proposals that list DEO as a client reference will result in the Respondent receiving a score of zero points for the Past Performance References section of the evaluation criteria. Fully complete all fields in Attachment A. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two Contact Names for each client.)

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

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

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

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative
*This individual must have the authority to bind the Respondent.

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**ATTACHMENT B
COST PROPOSAL**

INITIAL TERM

DELIVERABLE	Cost for the Initial Term (18 Months)
Deliverable 1: Introduction and Project Management Plan	\$
Deliverable 2: Gap Analysis and Requirements Validation	\$
Deliverable 3: System Documentation	\$
Deliverable 4: Traceability Matrix	\$
Deliverable 5: Solution Prototype	\$
Deliverable 6: Master Testing Plan	\$
Deliverable 7: User Acceptance Testing	\$
Deliverable 8: Implementation Plan and Deployment Checklist	\$
Deliverable 9: Working System and Supporting Documentation	\$
Deliverable 10: Training Materials and Knowledge Transfer Plan	\$
Deliverable 11: Knowledge Transfer	\$
Deliverable 12: Transition Plan	\$
Deliverable 13: Transition Completion Report	\$
Deliverable 14: Project Closure	\$
GRAND TOTAL	\$

***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 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 5% in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes, in connection with this procurement.

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

_____	_____
_____	_____

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

_____	_____
_____	_____

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

_____	_____
_____	_____

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

Respondent Name: _____ **Date:** _____

***Authorized Representative's Signature**

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

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

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

INSTRUCTIONS

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

CERTIFICATION

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

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2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

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

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

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

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

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

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

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

***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 G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their proposal a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in the development and build-out of a web-based platform and modeling tool for a minimum of five years as required by this specification and is qualified to provide the services for which he/she is listed.

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

NO SUBCONTRACTORS WILL BE USED:

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

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

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

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

***Authorized Representative’s Signature**

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

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**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
<p>Tab 2 - Respondent's Management and Technical Plan</p>	<p align="center">50</p>
<p>The Respondent shall provide a management plan which describes the administration, management, key personnel and responsible office.</p> <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 organization and the DEO. Information about the company's experience shall be submitted including company profile, experience, years in business, salary, and references. The proposal should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. This would include the number of staff and number of hours proposed to complete the services specified herein. ○ 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 identify any risks 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. 	
<p>Tab 3 - I.T. Technical Solution</p>	<p align="center">30</p>
<p>DEO is requesting proposals from prospective contractors for the development, support, and maintenance of a web-based application. Once the warranty period has ended, the application will be handed over to DEO for continued support and maintenance. Specific to this contract, the Department requires a six month warranty period, effective day of implementation. The warranty period is to cover any bugs/defects identified after implementation, and were included within the scope of the project. The primary objectives of the solution include the creation of a web based application that will (1) register participating aerospace and defense companies, (2) transfer data from government websites offering defense spending and available contracts, and (3) provide an economic modeling tool to analyze the impact that defense contracts have in Florida.</p>	
<p>Tab 4 - Cloud Computing Solutions</p>	<p align="center">10</p>
<p>Respondents will be shown preference for providing cloud computing solutions that minimize or do not require the purchasing, financing, or leasing of state data center infrastructure, and that meet the needs of customer agencies, that reduce costs, and that meet or exceed the applicable state and federal laws, regulations, and standards for information technology security (HB 5301).</p>	

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A. Past Performance References	10
B. Cost Proposal	20
C. Total Possible Points for the Response Submittal	120 Points

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 (= 20points)

P = Points Awarded to each of the other Respondents

**ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM**

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 K
MINIMUM TECHNICAL REQUIREMENTS**

The minimum technical requirements for this solicitation are listed below. Each Respondent submitting a proposal **must** indicate that their proposal includes each of the applicable minimum technical requirements by placing an **X** next to each requirement in the first column of the chart below. Additionally, Respondent's **must** provide the **specific page and section number** that identify where each minimum technical requirement has been met within their proposal, in the third column of the chart below. Lastly, Respondent's **must** ensure that each minimal technical requirement is clearly labeled within Tab 3 of their proposal for cross referencing. (For instance: On the form below the Respondent must provide the page number and section in the third column. On Tab 3 of the Respondent's proposal, criteria 1a, 1b... must be clearly identified to match each minimum technical requirement provided.)
NOTE: **Any vendor that fails to clearly identify that each of the minimum technical requirements have been met and are included within their proposal, will be deemed non-responsive.** (*NOTE: 5a is the only criteria listed that is not required.)

The solution must include but is not limited to:

Minimum technical requirement met (If met, mark X)	Minimum Technical Requirements	Page Number & Section where this is listed in the vendor's proposal
	1a. The ability to display State of Florida and Agency (including other State of Florida agencies, or programs, or partners), DEO branding as well as allow for <i>outreach</i> on an upcoming events calendar.	
	1b. The ability for Florida defense companies to register their company information.	
	1c. A user interface that allows registered users to search for information about available contracts and contractor information based on industry code, contract type, and key words. This search may recommend contracts based on company profile, browsing history, or similar methodology.	
	1d. Ability to connect and pull live information from government websites such as but not limited to: USAspending.gov, FedBizOps, FedConnect, Internet Bid Board System, Federal Procurement Data System.	

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	1e. Provide an economic modeling function to show current, past, and future spending patterns searchable by unique identifiers such as industry, location, workforce etc.	
	1f. Allow partner links to offer cyber training, outreach, and additional industry sustainability options as needed.	
	1g. Report generation including standard and ad-hoc. Reports should be exportable in the following common formats: <i>CSV, PDF, HTML, and/or XML</i> .	
	1h. A portal to perform administrative functionality within the application including audit logging.	
	2a. Application must be browser and platform agnostic (including mobile devices).	
	2b. Application must comply with DEO security standards.	
	2c. Application must comply with ADA.	
	2d. Application must allow for the development of customized dashboards including embedded content.	
	2e. Application must use a transactional database for storing application related data.	
	2f. Ability to provide interface with existing DEO applications.	
	3a. Application must comply with DEO information security standards and	

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	<p>ideology. DEO derives ideology for application security and system development from multiple sources. Please refer, at a minimum, to the Open Web Application Security Project (OWASP) and the OWASP Top 10, Florida Administrative Code 60GG-2, NIST 800-37, NIST 800-160, and NIST 800-53. In addition, relevant DEO Information Security Policies will be provided with 30 days of contract execution.</p>	
	<p>3b. The application and underlying infrastructure must support:</p> <ol style="list-style-type: none"> 1. the ability to limit access to specific internet protocol (IP) address ranges and Internet domains. 	
	<p>3b. The application and underlying infrastructure must support:</p> <ol style="list-style-type: none"> 2. easy export of log data 	
	<p>3b. The application and underlying infrastructure must support:</p> <ol style="list-style-type: none"> 3. integration with agency central log management and SIEM tools (i.e. Splunk). 	
	<p>3b. The application and underlying infrastructure must support:</p> <ol style="list-style-type: none"> 4. encryption at rest and in transit. 	
	<p>3b. The application and underlying infrastructure must support:</p> <ol style="list-style-type: none"> 5. Regular detection and remediation of vulnerabilities. 	

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	<p>3b. The application and underlying infrastructure must support:</p> <p>6. Any legal obligations, including, but not limited to, Federal or industry compliance standards.</p>	
	<p>3b. The application and underlying infrastructure must support:</p> <p>7. Role-based access control (RBAC).</p>	
	<p>3b. The application and underlying infrastructure must support:</p> <p>8. Integration with agency Identity and Access Management tools (i.e. Microsoft Active Directory).</p>	
	<p>3b. The application and underlying infrastructure must support:</p> <p>9. The ability to change or disable vendor default settings that pose a security risk. Such settings include, but might not be limited to:</p> <ul style="list-style-type: none"> • Encryption keys. • Accounts. • Passwords. • SNMP (Simple Network Management Protocol) community strings 	
	<p>4. Development Requirements Supported</p> <ul style="list-style-type: none"> a. Microsoft SQL Server latest version b. .NET Framework 4.6.1 or higher c. C# d. ASP.NET MVC Razor 5.0 e. ADO.NET f. IIS g. TFS, GitHUB, Azure DevOps h. VS Code, Visual Studio i. Bootstrap 3.3.7 Responsive UI 	

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	j. jQuery 3.3.1 k. AngularJS	
	*5a. Application should be able to (but is not required) to be hosted in DEO managed cloud environment.	
	5b. Application must be hosted on Windows or PaaS.	
	5c. Application must adhere to best practices such as data protection and disaster recovery.	
	5d. Application must have pre-production and production environments.	

***Authorized Representative's Signature**

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

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

ATTACHMENT L
PROPOSAL PACKAGE CHECKLIST

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

Check off each of the following:

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

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

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

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

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

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

___ 6. The Respondent's proposal addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four 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 reviewed.

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

___ 10. The Respondent shall submit one signed original Technical Proposal and five copies thereof shall be bound, enclosed and sealed individually, and one electronic copy of the signed original Technical Proposal (on compact disc or USB drive). 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

- ___11. The Respondent shall submit one signed original Cost Proposal and five thereof shall be bound, enclosed and sealed individually, and one electronic copy of the signed Cost Proposal (on compact disc or USB drive). 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 electronic, signed, redacted copy of the proposal titled "Redacted Copy" on compact disc or USB drive.
- ___13. On the lower left hand corner of the envelope transmitting your original proposal, write in the following information:

Solicitation Number: **19-RFP-016-TH**

Title: **Florida Aerospace and Defense Platform**

Proposal Opening Date & Time: **May 11, 2020, 3:00 PM EST**