



FLORIDA DEPARTMENT OF REVENUE REQUEST FOR PROPOSAL SOLICITATION ACKNOWLEDGEMENT FORM

PAGE 1 OF 120		Procurement Office, Department of Revenue 2450 Shumard Oak Boulevard Building 2-1600 Tallahassee, Florida 32399-0100
AGENCY RELEASE DATE August 6, 2019	SUBMIT PROPOSAL TO:	
SOLICITATION TITLE Document and Remittance Processing System		SOLICITATION NO.: 19/20-02
PROPOSALS ARE DUE ON: 10/1/2019 at 3:00 PM		
PROPOSALS MUST BE VALID FOR A PERIOD OF: 180 Days		
VENDOR NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> AUTHORIZED SIGNATURE (MANUAL) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> *AUTHORIZED SIGNATURE (TYPED), TITLE <small>*This individual must have the authority to bind the respondent.</small>	
ADDRESS:		
CITY-STATE-ZIP:		
PHONE NUMBER:		
TOLL FREE NUMBER:		
FAX NUMBER:		
EMAIL ADDRESS:		
FEID NO.:		
TYPE OF BUSINESS ENTITY (CORPORATION, LLC, PARTNERSHIP, ETC.):		
<small>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 Proposer and that the Proposer 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 Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.</small>		
<small>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 RFP schedule.</small>		
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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GENERAL INSTRUCTIONS TO RESPONDENTS

This section contains the DMS Form PUR 1001 General Instructions to Respondents. Per Rule 60A-1.002(7)(a), FAC, “...in the event of any conflict between Form PUR 1001 and the additional instructions [included in the solicitation] ... the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence.”

Form PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent’s Representation and Authorization.
10. Manufacturer’s Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

- 2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- 3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- 4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Scope of Services,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, 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, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

- 5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
- 6. Conflict of Interest.** This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

- 7. Convicted Vendors.** A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:
- submitting a Bid on a contract to provide any goods or services to a public entity;
 - submitting a Bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting Bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017, Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory Vendor list pursuant to section 287.134, Florida Statutes may not:
- submit a Bid on a contract to provide any goods or services to a public entity;
 - submit a Bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit Bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract.
 - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its Bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the Bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product Bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to section 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within seventy-two (72) hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract, or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all Bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the

Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and chapters 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.
- Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.
- Section 120.57(3)(a), Florida Statutes requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- Section 28-110.005, Florida Administrative Code requires the following statement to be included in the solicitation: "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."
- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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GENERAL CONTRACT CONDITIONS

This section contains the DMS Form PUR 1000 General Contract Conditions Per Rule 60A-1.002(7)(a), FAC, “...in the event of any conflict between Form PUR 1000 and the special conditions [included in the solicitation] ... the special conditions shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.”

Form PUR 1000 GENERAL CONTRACT CONDITIONS

Contents

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5. Additional Quantities.
6. Packaging.
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8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.

34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity

purchases of any products offered under the Contract. State Customers shall document their files accordingly.

- (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
- 14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.
- For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned,

or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees.

CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate Vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the 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 payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's

integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate

source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void. Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the

purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor 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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 1.0 DEFINITIONS

The definitions found in section 287.012, F.S., Rule 60A-1.001, FAC, and Form PUR 1001 are hereby incorporated by this reference and made a part hereof with the same force and effect as if they were fully set forth herein and shall apply to any Contract created pursuant to this Request for Proposal (RFP). The following definitions are defined for this RFP; if any of the definitions below modify or replace the definitions incorporated above, the definition most stringent or prescriptive shall control.

Term	Definition
Acceptance	Formal written documentation provided by the Department to Contractor indicating that a Deliverable is complete and meets the Performance Measure(s).
Administrator	Department Solution user who performs administrative functions such as granting user access, configuring workflows, etc.
Breach of Contract	The condition of the relationship between the Department and the Contractor which exists when the Contractor or the Department fails to perform under the terms and conditions of the Contract which may result from this Request for Proposal.
Business Day	A day which is not a Saturday, Sunday or State of Florida holiday.
CMBE	Certified Minority Business Enterprise.
Contract	The agreement which may result from this Request for Proposal between the selected Vendor and the Department.
Contractor	The organization or individual providing commodities and/or services to the Department in accordance with the terms and conditions of the Contract which may result from this Request for Proposal. The term Contractor will include all employees, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
Correction Period	Time for Contractor to bring a Deliverable into conformance with the Performance Measure(s).
Day	Unless specified otherwise, "day" shall be interpreted to mean calendar day and not Business Day.
Deliverable	A tangible or intangible result of the Contract specified in the Statement of Work.
Department	Florida Department of Revenue referred to in this RFP as "Department" or "DOR".
DPG	Document Processing Groups.
DPS	The Department's Document Processing System, a sub-system of IMS that manages images from insertion to archive.
EDI	Electronic Data Interface
EFT	Electronic Funds Transfer.
End-User	Solution user who performs operational functions such as remittance processing, document processing, document viewing, information verification, etc.

IMS	The Department's existing Image Management System.
Key Personnel	Contractor's staff identified in the Proposal as essential to complete the Project.
Minor Irregularity	Variations from the Request for Proposal terms and conditions which do not affect the price of the Proposal or give the Vendor an advantage or benefit not enjoyed by the other Vendors or do not adversely impact the interests of the State.
Notice of Deficiency	Formal written documentation describing how a Deliverable fails to meet the Performance Measure(s).
P-Card	State of Florida's purchasing card program, using the Visa platform.
PDF	Adobe Portable Document Format.
Performance Measure	Criteria used to determine if a deliverable is Acceptable to the Department.
Project	The total work to be completed under the Contract.
Project Coordinator	The Department's authorized representative who leads the Project Team and serves as the primary contact with the Contractor.
Project Team	The Department's team established to provide Project oversight and manage the interface between the Contractor and the other working units within the Department.
Project Manager	The Contractor's authorized representative who directs and manages all Contractor personnel and activities.
Proposal	A Respondent's sealed Response to this RFP.
Recovery Point Objective (RPO)	The age of files that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure.
Recovery Time Objective (RTO)	The targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
Rejection	Formal written documentation provided by the Department to Contractor indicating that a Deliverable is incomplete and fails to meet the Performance Measure(s).
RPS	The Department's Revenue Processing System, a sub-system of IMS that processes remittances.
Services	Contractor's comprehensive set of project management, design, configuration, business process analysis, business process re-engineering, organizational change management, and workforce transition efforts required under the Contract.
Solution	Contractor's software package that performs remittance and document processing.
SOW	Statement of Work.
Subcontractor	Any person other than an employee of the Contractor who performs any of the services listed in this RFP for compensation.
VBS	Vendor Bid System, the official online repository for all state bids.
Vendor	Any firm, entity or person who submits a Proposal to the Department in response to this RFP. The entity identified as the vendor in the Proposal.

	will be the entity contracted with, should the entity become the successful vendor.
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END OF SECTION

SECTION 2.0 INTRODUCTION

2.1 PROCUREMENT OFFICER

The person named below is the Procurement Officer for this RFP. The Procurement Officer is the Department’s sole point of contact for information regarding this RFP from the date of release of the RFP until an Agency Decision is posted on the Vendor Bid System (VBS).

The Procurement Officer for this RFP is:

Michael Weyant, Management Review Specialist
Purchasing Office
Florida Department of Revenue
2450 Shumard Oak Boulevard
Building 2, Suite 1600
Tallahassee, FL 32399-0109
(850) 617-7565 email: Michael.Weyant@floridarevenue.com

2.2 BACKGROUND

The Department’s existing Image Management System (IMS) was purchased more than twenty years ago, as a joint effort between the Department of Revenue and a Vendor. Shortly thereafter, the original Vendor left the market and turned over the core system solution with source code to the Department to maintain and modify. For the next decade, the system was a model of efficiency and technological advancements, processing massive amounts of paper checks and documents that were mailed in by taxpayers.

Over time, the system was customized by internal staff and contracted programmers to support the manual processing of additional taxes, forms, and document filings being mailed into the Department. The system evolved to comprise about 100 customized applications. As technology and legislative changes drove tax filings and payments to move to online methods, focus shifted from performing IMS updates and upgrades to focusing on the implementation and enhancement of the online processing of taxes. While some of the newer custom applications that comprised IMS leveraged modern programming technologies, the original core system was still using dated and difficult to maintain coding languages. The system was also tied directly to specific hardware technologies that required a specialized skill set to maintain.

The Department has used IMS to support internal partners: General Tax Administration (GTA) and Child Support Program (CSP) for remittance processing and data capture of paper submissions, and Property Tax Oversight (PTO) for a small amount of remittance processing. IMS also supports other state agencies

and external partners. The system is managed and maintained by the Department's Information Services Program (ISP) and GTA, Business Technology Office (BTO). Because the Department receives a high volume of paper payments and supporting document submissions, IMS is critical to the mission and operational performance of the Department.

2.3 PURPOSE

The State of Florida, Department of Revenue (hereinafter "Department" or "DOR"), hereby solicits Proposals from the Vendor community to provide an updated Document and Remittance Processing System (the "Solution") as a replacement for the Department's legacy Image Management System (IMS). The current IMS supports the Department, and other Florida State agencies under contract with the Department, by providing imaging and document processing to the Child Support Program, as well as imaging, document processing, and remittance processing services to the General Tax Administration and other agency customers.

The Department is seeking a Vendor to provide a new Solution capable of processing over 500 different types of forms in volumes comparable to the current IMS, the key metrics of which are provided in the Section 10.0 Technical and Procurement Exhibits. In addition, the Department requires a comprehensive set of project deliverables to include project management, design, configuration, business process analysis, business process re-engineering, organizational change management, and workforce transition services.

The Project consists of a three-year deployment and implementation period, and seven years of support and maintenance, for a total Contract term of 10 years. The budget for the software licenses and implementation services specified in Phases 0-5c is \$6,000,000.00, and any Proposals exceeding this amount will be considered non-responsive and not considered for award. Pricing for Phase 6: Support and Maintenance may exceed this amount, and all pricing will be considered in the evaluation.

Due to State of Florida IT hardware hosting requirements, the Department will be responsible for the procurement of the hardware, either physical or Infrastructure as a Service (IaaS), upon which the Solution will reside and for procurement of new scanning equipment, using the specifications and architecture provided in the successful Respondent's Proposal. Proposals which included Contractor-provided equipment, hardware, or which proposed a (Software as a Service) SaaS Solution will not be considered for award.

2.4 PROJECT OBJECTIVES

Those defined objectives for this RFP include:

- Provide a Solution that reduces the amount of time required to deposit taxpayer checks in the bank.
- Provide a Solution that reduces the amount of paper handling.
- Provide a Solution that comports with current technology platforms, improving usability for the Department.
- Provide a Solution that leverages modern technologies to attract and retain skilled technologists and support staff.

- Provide a Solution that can leverage and integrate external and internal data sources and data analytics to measure performance metrics across Solution processes.
- Provide an interoperable and fully functional Solution to meet the demands of a dynamic and data-intensive revenue collection and processing, and high-volume document processing environment.
- Provide an updated technology architecture that supports dynamic process modification resulting from legal mandates and process improvement changes.
- Provide a Solution that can maintain a repository of digitized taxpayer submissions and other imaged documentation that can provide image access to other Department applications.
- Provide a Solution where distinct Production, Development, Quality Assurance (Test) and Disaster Recovery environments can simultaneously be in operation.
- Provide a Solution that allows complete integration of document and remittance processing
- Provide a Solution that supports image and data capture from facsimile, the Internet, and EDI transactions.
- Provide automated statistics and management reports that provide management control over system operations and continuous improvement data.
- Provide ongoing customer support and Solution maintenance throughout the Contract period.
- Provide a Solution which provides state of the art document imaging and data management archiving to include segregated, secure storage and automated data archiving capabilities.

2.5 RESTRICTIONS ON COMMUNICATION

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

2.6 PROCUREMENT OVERVIEW

This procurement is released as a “Request For Proposals” (RFP). The Procurement process is described in Section 3. Solicitation related documentation will be available on the Florida Department of Management Services (DMS) Vendor Bid System (VBS) and Vendors are responsible for monitoring the site for new or updated information. Information available on the Vendor Bid System includes but is not limited to the RFP, amendments, and questions/answers. Accessing the Vendor Bid System is described in Section 3.1.1.

Proposals are to be submitted to the Department as specified in Section 7. The Department will review and score the technical proposals, then score the Price Proposals submitted by Vendors, then score all qualified proposals, then make selections based on the highest cumulative technical and cost points. Award and continuation of the contract is contingent upon the availability of funds. In order to be awarded a contract, a Vendor must be registered with the Department of Management Services (DMS) via My Florida Market Place, and if required, the Department of State (DOS), Division of Corporations.

Vendors are required to carefully examine this Request for Proposals (RFP) and be thoroughly informed regarding the requirements.

2.7 DEFINITION OF REQUIREMENTS

Within this RFP the use of “shall” or “must” indicates a mandatory requirement or mandatory action. The Department may consider failure to meet a mandatory requirement to be a material deficiency, in which case the Department may reject the Proposal and not consider it further, or Department may have the option to score that requirement with a zero (0).

The use of “should” or “may” indicates a desired requirement. The Department will not reject a Proposal just because it fails to meet a desired requirement. However, the Department may score a Proposal higher if it demonstrates the Vendor’s intent and ability to meet a desired requirement.

2.8 VENDOR ADMONISHMENTS

To submit a successful Proposal to this RFP, the Vendor must carefully follow all directions:

- Vendors are responsible for monitoring the Vendor Bid System web site for new or updated information related to this RFP.
- Vendors are strongly advised to carefully read the entire RFP to fully understand the program and RFP requirements before writing and submitting a Proposal.
- Vendors must follow the procurement process described in Section 3.
- Vendors should propose to perform all of the required activities described in Section 6. Vendors may propose an alternative approach that is low risk (technical, cost, and schedule).
- Vendors should submit a Proposal that fully complies with the required organization, format, and contents specified. A Proposal should be organized exactly as specified. All mandatory items must be addressed, if not, Vendors risk having their Proposal rejected **OR** zero (0) points assigned.
- Vendors must carefully review the attached draft Contract (Section 10.0). No alteration of Contract will be permitted without prior written approval from Department. Be advised that many of the provisions of Department’s standard contract are required to be in the standard contract pursuant to Florida Statutes, provisions of the Florida Administrative Code or judicial opinions; therefore, most requested changes may have to be denied.
- Vendors must submit a Proposal to the required location by the required date and time. Be aware that the Capital Circle Office Complex (CCOC) buildings, where Proposals are submitted, are secured facilities. Be sure to allow sufficient time to sign in and be escorted when submitting a Proposal. Submitting a Proposal at the last moment risks contending with other Vendors trying to do the same. A Proposal submitted late for any reason will be rejected.
- Vendors are required to ensure that cost-related data is presented separately from the technical Proposal. The cost must be separately packaged and clearly labeled. Proposals that include cost information in the technical Proposal will be rejected.
- Confidential, proprietary, trade secret or other protected information submitted in Vendor Proposals shall be properly and clearly identified and labeled as specified in this RFP.

2.9 RESERVED RIGHTS

The Department reserves the right to:

- Amend this Request for Proposals.
- Waive minor irregularities in submitted Proposals.
- Contract with one or more Vendors as a result of this RFP.
- Reject any or all Proposals received in response to this Request for Proposals, if the Department determines such action is in the best interests of the State or due to unavailability of funds.
- Request additional information to assess the Vendor’s capabilities.
- Contact any past or current customers of the Vendor for references.
- Exercise all, or part, or none of the renewal options.
- Use any idea proposed unless otherwise protected by Florida Statute.

2.10 PROCUREMENT SCHEDULE

Below is the procurement schedule that represents Department’s best estimate of the schedule that will be followed. If deviations from this schedule occur, Department will publish an RFP addendum on the VBS or notify in writing via e-mail, all Vendors that submitted Proposals. No liability to the Department will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are local time in Tallahassee, FL.

Event	Date	Time*	Location/Method
Released of RFP	8/6/19	5:00 PM	Vendor Bid System
Vendor submits questions	8/27/19	5:00 PM	Email to Procurement Officer
DOR posts responses to questions	On or about: September 11, 2019		Vendor Bid System
Proposals Due Public Opening (Admin & Technical)	10/1/19	3:00 PM	Procurement Office
Mandatory Requirements Review	10/2/19	5:00 PM	Procurement Office
Responsive Proposals to Evaluation Committee	10/3/19	TBD	TBD
Public Opening (Cost)	11/7/2019	3:00 PM	Procurement Office
Award Date (Anticipated)	On or about: 11/12/19		Vendor Bid System

*All times given are Eastern Time as kept in the Department’s Procurement Office in Tallahassee, FL.

END OF SECTION

SECTION 3.0 PROCUREMENT PROCESS AND CONSTRAINTS

3.1 PROCESS

3.1.1 RFP Release

This RFP is posted on the Vendor Bid System (VBS) web site:

http://myflorida.com/apps/vbs/vbs_main_menu. To find the RFP or other related information, enter Agency "Department of Revenue" and click on "initiate Search" at the bottom of the web page. If unable to download the document(s), contact the Department Procurement Officer identified in Section 2.1.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. Section 120.57(3)(a), Florida Statutes, requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

3.1.2 Addenda

Department reserves the right to amend this RFP. All addenda will be in writing and will be posted electronically on the VBS web site referenced in Section 3.1.1. If unable to download an RFP addendum, contact the Procurement Officer identified in Section 2.1.

The Addendum Acknowledgement form that is included with each posting is to be signed by an authorized company representative, dated, and returned with the Proposal.

It is the responsibility of the Vendor to monitor the Vendor Bid System web site, as additional notification may not be provided.

3.1.3 Questions

Questions relevant to this RFP are invited and must be submitted by email to the Procurement Officer. Due to the complexity of this project, the Department will conduct two rounds of Questions and Answers. Questions must be received by the Department Procurement Officer on or before the date(s) and time(s) identified in the Procurement Schedule (Section 2.10). The Department recommends that Vendors confirm receipt of questions submitted.

Responses to all questions will be posted on the VBS web site in accordance with the Procurement Schedule. The written response(s) posted on the web site is the **ONLY** official response. Verbal responses that differ from the written responses must be considered incorrect.

Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted may result in the Vendor's disqualification.

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

3.1.4 Inquiries

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP the Vendor shall immediately notify the Department in writing of the error. The Department will resolve major problems with an addendum. The Department will resolve minor problems as a question and response, posted on the VBS.

If the RFP contains an error known to the Vendor or an error that reasonably should have been known, the Vendor shall respond at its own risk. If the Vendor fails to notify the Department of the error prior to Proposal submission and is awarded a Contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.1.5 Proposal Submission

Proposals must be delivered and received by the Department Purchasing Office on or before the date and time specified in the Procurement Schedule, Section 2.10. The Department Purchasing Office is located at:

2450 Shumard Oak Boulevard
Building 2, Suite 1600
Tallahassee, FL 32399-0109

Vendors choosing to hand deliver Proposals must take into consideration that the above Building is a secured facility. Allow sufficient time for obtaining admission through the security office, for multiple Vendors may be attempting to submit Proposals at the same time.

Delivery means at the correct location, Building and Room, on or before the required date and time. Proposals delivered late or to the wrong location will be rejected.

The Department suggests the use of overnight courier services. The use of U.S.P.S. mail services will result in the packages' delivery to an off-site facility which may delay receipt within the required timeframe.

3.1.6 Proposal Withdrawal

Proposals submitted on or before the Proposal due date may be withdrawn, amended or replaced with another Proposal up until the Proposal due date and time. Proposals withdrawn prior to the Proposal Opening date and time will be returned, unopened to the Vendor at the Vendor's expense.

3.1.7 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Procurement Schedule. The names of the responding Vendors will be read aloud. The name(s) of Vendors submitting Proposals will be made available to interested parties at the Proposal opening or upon written request to the Procurement Officer.

The contents of Proposal submissions are not public records subject to provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Agency Decision, or until thirty (30) days after the final competitive sealed Proposals are opened, whichever is earlier, and therefore will not be available for immediate review by the public.

Cost Data Proposals are anticipated to be opened on or around the date and time specified in the Procurement Schedule, Section 2.10. If the cost opening date and/or time changes, the Department will post a public meeting notice on the Vendor Bid System with the confirmed date and time.

3.1.8 Proposal Evaluation

The Department will evaluate and score Proposals using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the RFP, as summarized below and described in detail in Section 7.

The Department will review Proposals to determine if they comply with the selected mandatory compliance items required. The Department will reject all Proposals that fail to comply and will not consider them further.

3.1.9 Divergent Review

At the conclusion of the Technical Proposal Evaluation phase of the solicitation process, a divergent review may take place. A divergent review is indicated if any two evaluators award an unweighted score in any category that differs by more than two (2) points. All evaluators will be provided the opportunity to re-review any evaluation criteria that resulted in a score that is divergent from the scores of the other evaluators. Evaluators may be provided the opportunity to reconsider their score for any criteria that is divergent.

If, after a divergent review, the criterion score continues to remain divergent, the solicitation process will continue forward without delay. However, if after the divergent review, the criterion becomes even further divergent, the Department may, at its sole discretion, determine that a second divergent review is necessary, or continue forward with the solicitation process.

3.1.10 Identical Scoring of Proposals

If during the solicitation process, the Department encounters identical scoring/exact tie, the tie will be resolved in accordance with section 295.187(4), Florida Statutes, giving preference to Veterans Business Enterprise, then to Vendors that certify, that a drug-free workplace has been implemented, in accordance with section 287.087, Florida Statutes. Vendors may execute and return Attachment I, Vendor Drug-Free Workplace Attestation, to be considered in the event of identical scoring/exact tie.

3.1.11 Price Proposal Opening

On the date indicated in the Procurement Schedule (Section 2.10), The Department will open, check the arithmetic, and score the Price Proposal. This date is only an estimated date and is subject to change, Vendors are advised to monitor the Vendor Bid System for a Public Meeting Notice for the exact date and time. The Department will score cost in accordance with Section 8.7 and add the points to the Technical Proposal score to obtain the Vendor's Total Proposal Score. The Vendor's Total Proposal Score will be used to determine Contract Award.

3.1.12 Contract Award

After the calculation of the Total Proposal Scores, the Department will determine whether or not it is the most advantageous to the State of Florida to award one or more Contract(s) or none. The Contract(s) will be awarded as is determined to be most advantageous to the State of Florida. The posting of the intent to award a Contract(s) or the intent to not award a Contract(s) is anticipated to occur on or about the date listed in the Procurement Schedule (Section 2.10). The recommended award will be posted for seventy-two (72) hours on the VBS.

NOTE: A RECOMMENDATION FOR AWARD DOES NOT GUARANTEE EXECUTION OF A CONTRACT.

It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.

Department reserves the right to reject any or all Proposals received in response to the RFP if such action is the most advantageous to Department or due to unavailability of funds.

It is the Department's intention to solicit for, and enter into, one or more contracts with Vendors who are determined to be responsive and responsible according to the criteria stated herein.

3.1.13 Protest and Protest Filing

Any Vendor or person who desires to protest a decision, intended decision, or recommended award must file the following documents with the Agency Clerk in the Department's Office of General Counsel, 2450 Shumard Oak Boulevard, Building 1, Suite 2400 Tallahassee, FL 32399-0104, and provide copies to the Procurement Officer listed in Section 2.1.

1. A written notice of intent to protest within seventy-two (72) hours after posting of the recommended award on the VBS.
2. A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
3. A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.

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.

Any person who files an action protesting a decision, intended decision, or recommended award, pursuant to section 120.57(3), Florida Statutes, shall post with the Department at the time of filing the formal written protest, a bond payable to Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the Contract. In lieu of a bond, the Department may accept a cashier's check or money order in the amount of the bond.

The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3.2 CONSTRAINTS

3.2.1 Americans with Disabilities Act (ADA)

Any person submitting a Proposal for providing commodities or contractual services may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Proposal documents or the attendance at any related meeting or Proposal opening. If accommodations are needed because of a disability, please contact the Department Purchasing Office at (850) 717-7565 at least five (5) Business Days prior to the opening.

3.2.2 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, service-disabled veteran, and women-owned business enterprises in the economic life of the state. Small, minority, service-disabled veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation as a Contractor and/or sub-contractor.

The Contractor should submit monthly reports to the Department detailing their expenditures with small, minority, service-disabled veteran, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: <http://osd.dms.state.fl.us/>, or by calling the Office of Supplier Diversity at (850) 487-0915.

3.2.3 Unauthorized Employment of Alien Workers

The employment of unauthorized aliens by any Contractor/Subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/Subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract resulting from this solicitation.

The Successful Vendor shall utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

3.2.4 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory Vendor list may not:

- submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;
- submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids, proposal, or reply on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity.

DMS is responsible for maintaining the discriminatory Vendor list and intends to post the list on its website. Questions regarding the discriminatory Vendor list may be directed to DMS, Office of Supplier Diversity at (850) 487-0915.

3.2.5 Convicted Vendor List

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not:

- submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;
- submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids, proposal, or reply on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

3.2.6 List of Prohibited Investments (Scrutinized Companies)

A company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency for goods or services any amount or one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

Vendors shall execute and submit Attachment I: Vendor Scrutinized Companies Lists Attestation with their Proposal certifying that they are not on the List of Prohibited Investments (Scrutinized Companies) located at

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>.

Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Contract to termination.

3.2.7 Registration with Florida Department of Management Services (DMS) – MYFLORIDAMARKETPLACE

DMS has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), Florida Statutes and rule 60A-1.031 Florida Administrative Code, all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State. Effective July 1, 2019,

through June 30, 2020, transaction fees imposed for the use of MFMP are equal to seven-tenths of one percent (0.7%) of the payment issued.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

For more information regarding Transaction Fees, please contact MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866-352-3776), or via email at VendorHelp@MyFloridaMarketPlace.com.

Vendors should have completed registration with the DMS (DMS) State Purchasing prior to submitting a Proposal. Vendors may register online, at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

Vendors may receive additional information regarding registering to receive payments via direct deposit at the following website:

<https://www.myfloridacfo.com/division/AA/Vendors/>

For additional information, please contact the Department of Financial Services at (850) 413-5517 or directdeposit@myfloridacfo.com.

3.2.8 Licensing by the Florida Department of State

All entities defined under Chapters 607, 608, 617, 620, 621 or 622 Florida Statutes, seeking to do business with Department shall be on file and in good standing with the Florida Department of State. Vendors may receive additional information regarding the requirement of the Florida Department of State at the following website:

<https://dos.myflorida.com/sunbiz/about-us/faqs/>

3.2.9 Publicity

A Vendor shall not release any publicity relating to this procurement prior to award of a Contract, unless the Vendor receives written approval from the Department Procurement Office. Violation of this restriction will result in Vendor disqualification. Furthermore, Vendors shall not release any publicity relating to the Contract, if awarded, without receiving written approval from the Department Procurement Officer.

3.2.10 Conflicts of Interest/No Prior Involvement

Vendors, Contractors, subcontractors and individuals that have assisted in preparation of the RFP or with project management oversight are precluded from bidding or preparing a Proposal for this solicitation. Responding to the Department's Request for Information alone does not apply here.

The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract. As specified in Attachment G, Contractor shall disclose the name of any officer, director, employee or other agent who is also an employee of the State.

3.2.10.1 Vendor Conflicts of Interest

A Vendor Conflict of Interest exists when a Vendor, Contractor, or subcontractor has present or planned interests related to the work to be performed under this Contract that 1) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or 2) may result in its being given an unfair competitive advantage.

The Vendor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances:

- (a.) The Vendor provides advice and recommendations to the Department in the same technical area where it is also providing consulting assistance to any organization regulated by the Department.
- (b.) Where the Vendor provides advice to the Department on the same or similar matter on which it is also providing assistance to any organization regulated by the Department.
- (c.) Where the award of a Contract would result in placing the Vendor in a conflicting role in which its judgment may be biased in relation to its work for the Department, or would result in an unfair competitive advantage for the Vendor.
- (d.) Where the Vendor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the Department at the same site.

The Contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Officer. The

statement shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department may terminate the Contract as determined in the best interest of the State.

3.2.11 Confidential Information

The Department takes its public records responsibilities as provided under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, very seriously.

3.2.11.1 RFP Proposal (Non-Redacted Proposal)

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, such information shall be clearly marked as "CONFIDENTIAL." The non-redacted proposal will be distributed, as determined necessary and appropriate by the Department, for the purposes of evaluating and awarding the RFP.

An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of such confidential information. Any Proposal that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. Only the confidential portion(s) should be so identified and marked. Vendors are to indicate where confidential information begins and ends.

In addition, if a Proposal contains information considered confidential, proprietary, trade secret or otherwise not subject to disclosure, the Vendor should submit a separate listing of the confidential Proposal sections and page references with their Proposal.

3.2.11.2 Redacted Copy

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Vendor must simultaneously provide the Department with a separate redacted copy of its Proposal with its Proposal submission. The redacted copy shall:

- (a.) Be provided in both electronic and paper format.
- (b.) Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Proposal that fails to properly justify each occurrence of protected information may be rejected.
- (c.) Only exclude, obliterate, or redact those exact portions which are claimed confidential, proprietary, trade secret, or otherwise exempt.
- (d.) Contain the following information clearly identified on the cover/case:

Request for Proposals Number: 19/20-02
Request for Proposals for Document and Remittance Processing System
Vendor's Name
"Redacted Copy"

The Vendor shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the State for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Vendor fails to submit a Redacted Copy with its Proposal, the Vendor agrees that the Department is authorized to produce the entire set of documents, data or records submitted by the Vendor in answer to a public records request for these records.

3.2.11.3 Copyrighted material

Copyrighted material will be accepted as part of the Proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff, agents and public record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, and Florida Statutes.

3.2.12 Contractor

A Vendor submitting a Proposal that results in the award of a Contract will be considered the Contractor. By signing the Contract the Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any Subcontractors. The Contractor will be the sole point of contact with the Department relative to Contract performance.

If the proposed solution requires the Contractor or their subcontractors to use or acquire commercially available products, to perform the services outlined in this RFP, it will be the Contractor/subcontractors sole responsibility to acquire and provide a license for the Department's use of such products. The Department will not sign any Contractors agreement with a subcontractor for equipment, services or other products. The Vendor submitting the Proposal shall act as the Contractor for any Proposal that proposes equipment or services provided by subcontractors.

Should any proposed goods/services be available via a state term contract, the Department may purchase any portion from the state term contract when determined to be in the best interest of the Department.

3.2.13 Vendor Expenses

All costs incurred by Vendors in preparing or submitting Proposals or due to other procurement-related activities (including, but not limited to, site visits, presentations, conferences, reproduction, travel, evaluation of any Proposal, etc.) shall be borne by the Vendor. The Department is not responsible for reimbursing Vendors for any expenses incurred prior to the award of a Contract.

3.2.14 Rejection of Proposals

The State may reject a Proposal that is deemed to have a material defect/deviation or may have the option to score the requirement(s) with a zero (0). A material defect/deviation is any part of the Proposal solution that violates a mandatory requirement or results in an unacceptable system or unacceptable risk.

The Department will reject Proposals that fail to pass the Selected Primary Mandatory Compliance Items Review (see Section 8.1).

The Department reserves the right to reject any and all Proposals received if the Department determines such action is in the best interest of the State of Florida or the Department.

END OF SECTION

SECTION 4.0 STANDARD PROPOSAL INFORMATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Vendors follow the format and instructions contained in the Proposal Format and Content Section, Section 7.

4.2 VENDOR CERTIFICATION

By signature on the Contractual Services – Acknowledgement Form, Vendors certify that they comply with:

- (a.) the laws of the State of Florida;
- (b.) all applicable federal, state and local regulations relative to wages, taxes, social security,

Worker's Compensation, nondiscrimination, licenses (including Florida Department of State), registration requirements, etc.

- (c.) the applicable portion of the Federal Civil Rights Act of 1964;
- (d.) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (e.) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- (f.) all terms and conditions set out in this RFP;
- (g.) a condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury;

Additionally, by signature on the Contractual Services Acknowledgement Form, Vendors certify:

- (h.) that the Proposal will remain binding until execution of a Contract with the successful Vendor;
- (i.) that the 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;
- (j.) that the person signing the Proposal is authorized to sign for the Vendor and to bind the company; and
- (k.) that the Vendor is in compliance with all requirements of the RFP.

If any Vendor fails to comply with [a] through [k] of this paragraph, the State reserves the right to disregard the Proposal, terminate the Contract, or consider the Contractor in default.

4.3 DISCLOSURE OF PROPOSALS

All Proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. All Technical Proposals, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued or until thirty (30) days after the opening of cost of Proposals whichever is earlier in accordance with section 119.071(1)(b)2.a., Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

Confidential information, including trade secrets and other proprietary data, contained in Proposals will be handled in accordance with Section 3.3.14 of this RFP.

4.4 AUTHORIZED SIGNATURE

All Proposals must be signed by an individual authorized to bind the Vendor to the provisions of the RFP.

END OF SECTION

SECTION 5.0 STANDARD CONTRACT INFORMATION

5.1 TYPE OF CONTRACT

If a contract is awarded it will be a Firm Fixed Price (FFP) Contract.

5.2 CONTRACT APPROVAL AND TERM

This RFP does not, by itself, obligate the Department. The Department's obligation will commence when the Contract is signed by both parties and fully executed. Upon written notice to the Contractor, the Department may set a different starting date for the Contract. The Department will not be responsible for any work done by the Contractor if it occurs prior to the Contract start date or approved signatures by both parties whichever is later.

The Contract shall be in effect from the date of execution and will end five (5) years later, unless terminated earlier by the Department under the terms provided herein.

Phases 0 through Phase 5c must be completed by June 30, 2022.

The successful Vendor shall have ten (10) Business Days to execute and return the Contract as tendered to it by the Department.

5.3 RENEWALS

The Department reserves the right to renew any Contract resulting from this RFP. Renewals shall be subject to the terms and conditions set forth in the original Contract. Renewals are contingent upon satisfactory performance evaluation by the Department, and must be authorized by mutual agreement in writing, prior to Contract expiration. This Contract will have five (5) one (1) year renewal options.

Renewals for support and maintenance are subject to the same cost, terms and conditions set forth in the initial Contract and subsequent amendments.

5.4 CONTRACT FUNDING

The State of Florida's performance and obligation to pay under the Contract resulting from this RFP is contingent upon an annual appropriation by the Legislature. If funding for this Contract, or the continuation of this Contract, is not approved by the State Legislature, the Department shall have no liability for payments to the Contractor.

The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract resulting from this RFP.

5.5 PAYMENT

That pursuant to section 215.422, Florida Statutes, the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer of Florida pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

5.6 UNSPECIFIED/UNFORESEEN TASKS

During the course of the contract resulting from this RFP, the vendor may be required to perform additional work (unspecified tasks). That work will be within the general scope of the initial RFP/contract. When unspecified tasks are required, the contract manager will provide the Contractor a written description of the work task order and request the Contractor to submit a firm time schedule for accomplishing the work and a firm price for the work. Cost and pricing data must be provided to justify the cost of such task orders.

The above price will be determined by utilizing the not-to-exceed "unspecified/unknown task rate" bid on the price sheet (Attachment D).

The Contractor must not commence additional work until the contract manager has secured any required State approvals necessary for the task order amendment and issued a written contract amendment, approved by the Department of Revenue's designee.

5.7 CONTRACT PERSONNEL

Any change of the Contractor's project team members named in their Proposal must be approved, in advance and in writing, by the Department. Personnel changes that are not approved by the Department may be grounds for the Department to terminate the Contract.

The Department requires national criminal history record checks on all contractors' employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

The requirements for such checks are outlined in Attachment D – Criminal History Record Check Requirements, in the Department's Sample Contract (Section 10.0). This document is required

for all contractors' who have not been waived or exempted from the criminal history record check process.

5.8 ASSIGNMENT

The Contractor may not transfer or assign any portion of the Contract without prior written approval from the Department.

5.9 LAWS AND PERMITS

The awarded Contractor(s) must comply with all local, county, state and federal laws, rules, regulations, procedures and codes whenever work is being performed under the Contract. All permits and licenses, required for the Contract, will be obtained by the awarded Contractor(s) and maintained for the duration of the Contract. The Department will not pay the cost of licenses or permits. Lack of knowledge of the law or applicable rules, regulations, procedures, or codes by the Contractor shall not constitute a cognizable defense against their effect.

5.10 STANDARD CONTRACT PROVISIONS

The awarded Contractor will be required to execute the Department Standard Contract, which will be the same or similar to the Standard Contract Template located in Section 10.0 Technical and Procurement Exhibits. The Contractor must comply with the Contract provisions set out in this Attachment. No alteration of these provisions will be permitted without prior written approval from the Department.

5.11 ADDITIONAL TERMS AND CONDITIONS

The Department reserves the right to add terms and conditions during the term of the contract by mutual written agreement. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

5.13 CONFIDENTIALITY OF INFORMATION

The Department's policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources is based upon legislative directive and federal policy.

Vendors submitting a Proposal to this RFP and their employees shall execute and submit Attachment E, Agreement to Maintain the Security of Confidential Information, with their Proposal submittal.

Contractor(s) and their employees may be required to execute a Required Training Form as provided for in Attachment F of the Department Standard Contract (Section 10.0).

5.14 INSURANCE REQUIREMENTS

5.14.1 Workers' Compensation

The Contractor selected under this RFP shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with the 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, the selected Contractor shall provide adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected. Throughout the life of the Contract, the Contractor will provide updated copies of the certificate(s) of coverage to the Department.

5.14.2 General

The Contractor selected under this RFP shall maintain during the life of the contract, with the State of Florida and the Department named as additional insureds, commercial general liability coverage with limits of not less than \$1,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit and Contractor Pollution Liability coverage with limits not less than \$5,000,000 each occurrence and aggregate. The Department shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract, the Contractor will provide updated copies of the certificate(s) of coverage to the Department.

The selected Contractor shall be required to submit insurance certificates evidencing such insurance coverage prior to the execution of a contract with the Department. The certificate of insurance shall contain a provision that the insurance will not be cancelled or modified for any reason except after thirty (30) days written notice to the Department's Procurement Officer, with the exception of ten (10) day notice for non-payment of premium by the insured. The certificate of insurance shall also identify the Department as additional insured.

5.15 CORRECTIVE ACTION PLAN (CAP)

If the Department identifies any deficiency based on contract requirements, the Contractor will be notified in writing of the deficiency and of the need to submit a Corrective Action Plan (CAP).

The Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department specifying a deficiency. The CAP shall be sent to the Department contract manager for review.

The Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the plan. If the CAP is unacceptable, the Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation. Failure to submit an acceptable CAP may result in the withholding of any payment due until such time as the CAP is satisfactory.

Upon acceptance of the CAP, the Contractor shall have, at the discretion of the Department, up to ten (10) business days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by Department does not guarantee the implementation will result in elimination of future deficiencies.

The CAP will remain active/open until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department contract manager.

Failure to respond to a request for a CAP or failure to meet the corrective action may result in financial consequences being imposed and/or termination of the contract. The department reserves the right to exercise other remedies as permitted by the contract resulting from this RFP.

5.16 LIQUIDATED DAMAGES

The Department will include liquidated damages in the Contract resulting from this RFP. The Department and the Contractor agree that it would be difficult to determine the amount of actual damages the Department will sustain in the event of a breach of the Contract.

Any breach by the Contractor will delay and disrupt the Department's operations and will lead to damages; therefore, the parties agree that the liquidated damages specified in the sections below are reasonable.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages under each section applicable to any given incident.

Upon determination that liquidated damages are to be assessed, the Department shall notify the Contractor of the assessment in writing.

The waiver of any liquidated damages due the Department shall constitute a waiver only as to such specific occurrence and is not a waiver of any future liquidated damages. Failure to assess liquidated damages within any period of time shall not constitute a waiver of claim by the Department.

The Contractor acknowledges that untimely performance will damage the Department and the State but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interests to agree upon a reasonable amount of liquidated damages, which are not

intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages.

5.16.1 System Performance Expectation

It is the expectation of the Department that the contractor shall design the Solution to meet or exceed the values and volume currently processed as presented in the RFP. In the event that the Contractor's solution fails to comply with the performance expectations set forth in the applicable approved DPG design and Implementation plan, Department may impose liquidated damages, if performance expectations are not met within the first 90-days after each DPG implementation.

Department will calculate liquidated damages as sum of any of the following, as applicable:

- Actual cost, if calculable
- Loss of interest (based on current return on investment, figure provided by Department of Financial Services)
- Hourly cost of Department staff needed to resolve the issue (hours to be documented by staff)
- Costs of other agency staff (if required to provide by other agency i.e. Department of Financial Services)
- Costs of other Contractor(s), if required (i.e. State's financial institution)

5.17 FINANCIAL CONSEQUENCES

The Department will include financial consequences in this Contract to assure timely delivery of the Solution. The Department and the Contractor agree that it is difficult to determine the amount of actual damages the Department will sustain in the event of a breach of the Contract.

Assessment of financial consequences shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover financial consequences under each section applicable to any given incident.

Upon determination that financial consequences are to be assessed, the Department shall notify the Contractor of the assessment in writing.

The waiver of any financial consequences due the Department shall constitute a waiver only as to such specific occurrence and is not a waiver of any future financial consequences. Failure to assess financial consequences within any period of time shall not constitute a waiver of claim by the Department.

5.17.1 Untimely performance for Solution Development and Implementation.

If the Contractor fails to timely complete Deliverables in accordance with Section 6, Statement of Work, the Department may reduce the Contract price as follows:

Untimely Performance	Liquidated Damages
First missed deadline (Project Schedule is delayed)	Contract development cost reduced by a total of \$500 per day missed.
Second missed deadline (Project Schedule is delayed)	Contract development cost reduced by a total of \$1,000 per day missed.
Third missed deadline (Project Schedule is delayed)	Contract development cost reduced by a total of \$2,000 per day missed.

Future untimely deliverables may be grounds for terminating the Contract resulting from this RFP.

SECTION 6.0 STATEMENT OF WORK

The Florida Department of Revenue (hereinafter “DOR” or “Department”) hereby engages Contractor to provide a complete replacement for the Department’s legacy Image Management System (IMS) (the “Solution”) and a comprehensive set of project management, design, configuration, business process analysis, business process re-engineering, organizational change management, and workforce transition services (individually, and collectively, the “Services”) as described in this Statement of Work (the “SOW”). The provision of both Solution and Services will be collectively referred to as the “Project” hereafter.

6.1 SOLUTION REQUIREMENTS

Contractor shall provide a Solution that fulfills the Technical Requirements presented in Attachment A: Solution Requirements. This Solution must be customizable and configurable by the Department to include new or changed document types, workflows, and processes with little input from the Contractor. Any functionality not fulfilled by the basic software packages, and any interfaces between application software packages that comprise the Solution, are, and remain, the responsibility of the Contractor to support and maintain.

Title: Solution Software	ID: SL-001
Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: The Solution application software packages.	
Requirements: Contractor shall procure, or create at its own expense, and grant to the Department license(s) for the Department’s use in perpetuity, the application software package(s) which comprise(s) the Solution.	
Performance Measure: Solution conforms to RFP Attachment A: Solution Requirements included in the Contract.	

6.2 SYSTEM PERFORMANCE EXPECTATIONS

Contractor shall design the Solution to meet or exceed the dollar value(s), document volume(s), and other performance criteria currently processed by the existing IMS as documented in Section 10.0 Technical and Procurement Exhibits of the RFP. Section 10.0 provides detailed information regarding the current IMS’ configuration, interfaces, processes, measurements, metrics, and performance requirements. Contractor shall use this information, as well as information gathered during the Project, to design and configure the Solution to meet these Performance Expectations.

6.3 HARDWARE AND EQUIPMENT REQUIREMENTS

Due to State of Florida IT hardware hosting requirements, the Department will assume the responsibility for procurement and management of the IT hardware upon which the Solution will reside. Contractor must include a complete architecture diagram, full specifications, and a detailed bill of materials for the

IT hardware required to operate the Solution. Contractor shall select all IT hardware from the following catalog provided by the Northwest Regional Data Center (NWRDC) at the following link:
<http://www.nwrdc.fsu.edu/servicecatalog>

In addition, the Department will procure the scanning equipment separately from this RFP using the following existing agreements from the Florida Department of Management Services (DMS) and the Federal General Services Administration (GSA):

Florida DMS Contract Link(s):

- [600-000-11-1 Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services](#)
- [43210000-US-ACS Technology Products, Services, Solutions, and Related Products and Services](#)

GSA Contract Link(s):

- [252-GSA Schedule 70 Information Technology, Equipment, Software, and Service](#)

Contractor shall specify a detailed bill of materials for the equipment required to operate the Solution, taking into account the inventory and age of the Department's existing scanning equipment provided in Section 10.0. The Bill of Materials should include applicable information (i.e. make/model/part number, etc.) to help the Department validate, verify and confirm.

This information, both for hardware and equipment, will be used to acquire quotes and begin build-out of the Contractor's Solution infrastructure prior to the Project's beginning.

6.4 APPROACH AND DELIVERABLES

The Contractor shall work with the Department to implement the Solution in multiple iterative Phases encompassing the traditional Initiation, Analysis, Design, Development, and Implementation (DDI) domains. A phased approach will allow the Department to execute the Project in smaller, more manageable pieces, minimizing risk and realizing benefits sooner. Within each Phase, defined below, the Project will be broken into stages in accordance with the Contractor's methodology, each with the Deliverables specified in this SOW.

During the Project, the Contractor and the Department shall conduct a series of Project Phase Audits and Gate Checks at intervals specified in the Project Schedule with the number, timing, and specific completion criteria for each stage being documented in the Project Management Plan. These decisions will consider the completion of relevant Deliverables prior to moving forward with additional Project activities.

6.4.1 Project Phases

The Contractor's Services shall consist of the following Phases, as described in the narrative, and further specified in the Deliverables (tables), below:

- Phase 0: Project Management*
- Phase 1: Project Stand-Up*

- Phase 2: Solution Stand-Up*
- Phase 3: Situation Analysis*
- Phase 4: Planning*
- Phase 5a: Design*
- Phase 5b: Development*
- Phase 5c: Implementation*
- Phase 6: Support and Maintenance

*Phase 0 through Phase 5c must be completed by June 30, 2022.

6.4.2 Phase 0: Project Management

Contractor shall provide overall project management support for the Services and Deliverables identified in this SOW, including the day-to-day management and administrative support of its staff and activities to successfully achieve the Project goals.

The Department will maintain project management responsibilities for the Project and State staff. For this Contract, the Department will:

1. Designate a Project Coordinator who has overall responsibility for the successful development and implementation of the Project and serve as the primary Department point of contact for Contractor.
2. Establish a Project Team that will:
 - a. Review and approve all Project Deliverables prior to Acceptance.
 - b. Coordinate access to Department facilities with the Contractor.
 - c. Provide input and coordinate the schedules of Department personnel.
 - d. Provide access to Department data systems and information.
 - e. Perform user acceptance testing, as agreed.
 - f. Perform periodic audits, as needed.
 - g. Provide oversight of project schedule.
3. Provide facilities, hardware, network connectivity, bandwidth, and electricity for the Contractor’s on-site staff.
4. Provide facilities, hardware, network connectivity, bandwidth, and electricity for the Solution.

6.4.2.1 Project Manager, Key Personnel, and Project Staffing

The Contractor shall provide an on-site Project Manager who shall direct and manage all Contractor activities in coordination with the Department’s Project Team to complete the Project.

Title: Project Manager	ID: KP-001
Delivery: Within 14 calendar days of Contract Execution.	
Update(s): N/a	
Description: Contractor’s on-site Project Manager fully responsible for Contractor performance.	
Requirements: Contractor shall provide Project Manager throughout the Project. Contractor’s Project Manager shall have the following authority and responsibility: <ol style="list-style-type: none"> 1. Be on-site in Tallahassee, FL for the duration of the Project. 2. Direct and manage all Contractor's Project activities. 	

<ol style="list-style-type: none"> 3. Serve as the single point of contact for the Department. 4. Negotiate, authorize, and implement Department approved Change Requests. 5. Create and maintain all required Project Management Plan components. 6. Create and maintain Project Documentation (registers, logs, etc.). 7. Conduct and document Project Meetings. 8. Create and provide Project Reports. 9. Dismiss and/or replace Contractor personnel for cause upon written request of the Department. 10. Address and correct all identified deficiencies in Project Deliverables. 11. Maintain Project Schedule
<p>Performance Measure:</p> <ol style="list-style-type: none"> 1. Contractor’s Project Manager is a certified Project Management Professional (PMP). 2. Contractor’s Project Manager has a minimum of 5 years of experience in managing projects of similar size and scope to the Project defined in this Statement of Work. 3. Contractor’s Project Manager is exclusively assigned to the Project.

In addition to the Project Manager, Contractor shall provide highly qualified staff to manage the work planning effort, maintain the Project schedule, proactively manage all aspects of Project performance, and be actively engaged in the Project’s day-to-day operations. Contractor staff identified as Key Personnel in Contractor’s Proposal shall be assigned to the Project as indicated in the Proposal and shall be assigned to the Project in the subsequent accepted Project Schedule(s) and Project Resource Management Plan.

Title: Key Personnel (Multiple)	ID: KP-002
Delivery: Within 14 calendar days of Contract Execution	
Update(s): N/a	
Description: Contractor’s Key Personnel identified in Contractor’s Proposal to the Department.	
<p>Requirements: Contractor shall provide their Key Personnel (indicated in Contractor’s Proposal) throughout the Project as specified in the accepted Project Schedule and Project Resource Management Plan. Contractor’s Key Personnel shall collectively possess:</p> <ol style="list-style-type: none"> 1. Excellent written and oral communication skills with the ability to communicate with people of varying technical skills in English. 2. Experience analyzing and documenting business processes. 3. Experience analyzing, implementing, and managing comprehensive business process re-engineering. 4. Knowledge of data flow within a document management and remittance processing system. 5. Experience with government projects. 6. Experience with workflow systems technologies. 7. Experience with data integration projects. 8. Experience applying structured software methodologies and standards. 9. Experience applying project development methodologies. 10. Skills in developing and presenting training materials for end users and technical staff. 11. Skills in developing documentation of the type specified in this SOW. 12. Skills in requirements gathering, documentation, and analysis. 13. Ability in developing specifications documents. 	

14. Knowledge of remittance processing, accounting transactions, and banking data.
Performance Measure:
1. Contractor’s Key Personnel have a minimum of 3 years of experience in conducting projects of similar size and scope to the Project defined in this Statement of Work.

Contractor’s Project Manager and other Key Personnel shall be properly educated, trained, and qualified for the Services they are to perform, and Contractor shall put appropriate training in place to meet initial and ongoing training requirements of Contractor Key Personnel and other Contractor staff assigned to perform Services.

Contractor shall not change, remove, or alter the commitment to the Project of Project Manager or other Key Personnel without providing the Department with thirty (30) days’ written notice, written justification, a comprehensive transition plan, and without obtaining the Department’s prior written approval. Provided the requirements of justification and transition planning are sufficient to protect the Project from unnecessary risks as determined by the Department, approvals for replacement of Key Project Personnel will not be unreasonably withheld by the Department.

The replacement Project Manager, or other Key Personnel, shall have comparable or greater skills and applied experience than the Key Personnel being replaced and be subject to reference and background checks. If Contractor removes Key Personnel for any reason without the Department’s approval, Contractor agrees to replace the new Key Personnel if performance is unacceptable to the Department.

Notwithstanding the foregoing, the Department acknowledges that the Project Manager or other Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty, for example. In such circumstances, Contractor shall immediately, within one (1) business day, notify the Department in writing of the impending or actual departure of the Project Manager or any Key Personnel and of the qualifications and identity of proposed replacement Project Manager or Key Personnel. The Department shall retain the right to reasonably disapprove of any replacement Project Manager or Key Personnel.

6.4.2.2 Reporting and Tracking

The Contractor shall be responsible for Project status reporting and tracking of all Project documentation. The Department requires weekly status reports to be provided to reflect the major activities for the reporting period. As part of the Contractor’s approach to status reporting, the Department requires weekly participation in status meetings with the Department’s Project Team. The Department’s Project Management Office will use the logs, status reports, and meetings to verify progress of Project activities and to detect potential problems or delays.

Title: Electronic Project Workspace and Document Repository	ID: RM-001
Delivery: Within 30 days of Contract Execution	
Update(s): N/a	

Description: An electronic portal (such as SharePoint) or other secured electronic workspace which has the functionality to upload, manage, and display Project work, Deliverables, Plans, working documentation, schedules, list data, etc.
<p>Requirements: Contractor shall establish, maintain, and provide access to the Department, as needed, a collaborative electronic Project Workspace and Document Repository, for the shared use of the Contractor and the Department. This workspace will provide a common area for Contractor’s Project documents, artifacts, and Deliverables to be stored during their creation/review. The Department prefers the usage of Microsoft SharePoint site, but the Contractor may propose and gain acceptance on an alternate technology that provides similar basic functionality as SharePoint, including:</p> <ul style="list-style-type: none"> • Document management and tracking • Project data management and tracking (interactive lists) • Role-based access control • Graphical dashboards and reporting <p>All project materials, including list data and metadata, contained within the SharePoint site, or other accepted workspace, shall be delivered to the Department in an electronic format upon completion of the Project. All Project documentation shall be kept current by the Contractor and made available to the Department in electronic format that is accessible through Microsoft Office 2016* (or higher) software.</p>
Performance Measure: Deliverable contains all documents and all data is accurate and up-to-date as of the last action or meeting.

Title: Requirements Traceability Matrix	ID: RM-002
Delivery: Per the accepted Requirements Management Plan	
Update(s): Per the accepted Requirements Management Plan	
Description: A Project document in the form of a grid or list that links product requirements from their origin to the deliverables that satisfy them.	
Requirement(s): Contractor shall establish and maintain a Requirements Traceability Matrix per the accepted Requirements Management Plan.	
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.	

Title: Change Log	ID: RM-003
Delivery: Within 10 Days of Project Management Plan Acceptance	
Update(s): As needed per action or meeting.	
Description: A Project document used to track, enter, review, analyze, update, monitor, and report on Project Changes.	
Requirement(s): Contractor shall establish and Maintain a change tracking log that includes the following information, at a minimum:	
<ul style="list-style-type: none"> • Unique Identifier • Title • Description • Status 	

<ul style="list-style-type: none"> • Impact (Scope, Schedule, and Cost) • Owner • Disposition
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.

Title: Risk Register	ID: RM-004
Delivery: Within 10 Days of Project Management Plan Acceptance	
Update(s): As needed per action or meeting.	
Description: A Project repository of uncertain events or conditions that, if they should occur, will have a positive or negative effect on one or more project objectives (Risks).	
Requirement(s): Contractor establish and maintain a Risk Register throughout the Project. Each documented Risk shall include the following information, at a minimum: <ul style="list-style-type: none"> • Unique Identifier • Title • Description • Status • Cause or Source of Risk • Probability of Occurrence • Estimated Impact • Response Strategy • Response Owner 	
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.	

Title: Action Log	ID: RM-005
Delivery: Within 10 Days of Project Management Plan Acceptance	
Update(s): As needed per action or meeting.	
Description: A Project document used to track, enter, review, analyze, update, monitor, and report on action items.	
Requirements: Contractor shall establish and maintain an action item log that includes following information, at a minimum: <ul style="list-style-type: none"> • Unique Identifier • Title • Description • Owner • Status • Date Assigned • Date Due • Date Closed 	
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.	

Title: Issue Log	ID: RM-006
Delivery: Within 10 Days of Project Management Plan Acceptance	
Update(s): As needed per action or meeting.	
Description: A Project document where information about issues is recorded and monitored.	
Requirements: Contractor shall establish and maintain an Issue Log which includes the following information, at a minimum: <ul style="list-style-type: none"> • Unique Identifier • Title • Description • Owner • Status • Date opened • Date Due • Date Closed 	
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.	

Title: Decision Log	ID: RM-007
Delivery: Within 10 Days of Project Management Plan Acceptance	
Update(s): As needed per action or meeting.	
Description: A Project document used to track, enter, review, analyze, update, monitor, and report on decisions.	
Requirements: Contractor shall establish and maintain a Decision Log which includes the following information, at a minimum: <ul style="list-style-type: none"> • Unique Identifier • Title • Description • Approval Authority • Date of Entry • Due Date • Actual Date of Decision • Project Impact (Scope, Schedule, And Cost) • Status 	
Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last action or meeting.	

Title: Testing Log	ID: RM-008
Delivery: Within 10 Days of Solution Testing Plan Acceptance	
Update(s): As needed per test.	
Description: A Project document used to track, enter, review, analyze, update, monitor, and report on testing related to the Solution.	

<p>Requirements: Contractor shall establish and maintain a Testing Log, which includes the following information, at a minimum:</p> <ul style="list-style-type: none"> • Unique Identifier • Title • Description of Test • Link(s) to Items Tested • Date Planned • Date Conducted • Results
<p>Performance Measure: Deliverable contains all data elements and each line item is accurate and up-to-date as of the last test.</p>

<p>Title: Lessons Learned Register</p>	<p>ID: RM-009</p>
<p>Delivery: Within 10 Days of Project Management Plan Acceptance</p>	
<p>Update(s): As needed per action or meeting.</p>	
<p>Description: A Project document used to capture lessons learned from project team and stakeholders throughout the project.</p>	
<p>Requirements: Contractor shall establish and maintain a Lessons Learned Register, which includes the following information, at a minimum:</p> <ul style="list-style-type: none"> • Unique Identifier • Title • Category • Trigger • Lesson • Responsible Party • Comments 	
<p>Performance Measure: Deliverable contains all data elements and each line item is accurate and up to date as of the last action or meeting.</p>	

<p>Title: Status Reports</p>	<p>ID: RM-010</p>
<p>Delivery: Weekly</p>	
<p>Update(s): Weekly</p>	
<p>Description: A written document detailing Project health.</p>	
<p>Requirements: Contractor shall prepare, and submit to the Department’s Project Coordinator, a written update on the project health using the following outline:</p> <ol style="list-style-type: none"> 1. Section 1: Status Overview <ul style="list-style-type: none"> 1.1. Overview of Project Progress 1.2. Overall Status 1.3. Schedule Performance Index (SPI) and Cost Performance Index (CPI) 2. Section 2: Progress <ul style="list-style-type: none"> 2.1. Project Milestones, Deliverables, & Major Tasks 2.2. Scope Changes 3. Section 3: Issues and Risks 	

- 3.1. Project Issues
- 3.2. Project Risks
- 4. Section 4: Project Spending Plan
 - 4.1. Identify Baselined Planned Expenditures vs. Actual Expenditures
 - 4.2. Major Project Expenditures

Each Project Status Report shall include a Project ‘dashboard’ at the top which graphically represents the overall status of the project in terms of the standard triple constraint: scope, schedule, and cost. In addition, the following topics shall be addressed in their respective sections:

- Departures from the Project schedule with explanations of causes, effects on other areas, and corrective actions to achieve realignment
- Changes to Project objectives, scope, schedule, or budget
- Critical path analysis
- Tasks completed since the last report
- Tasks that were delayed and reasons for delay, with expected revised completion dates
- Updates for previously delayed tasks
- Planned activities for the next reporting period
- Contractor staff planned to join or leave the Project
- Summary of major concerns or issues encountered, proposed resolutions, and actual resolutions
- Any other topics that require attention from the Department’s Project Coordinator
- Additional items defined in the Project Management Plan

Performance Measure: Report(s) contain the required information in the prescribed format and are delivered on time.

Title: Status Meetings	ID: RM-011
Delivery: As Agreed in the Project Communication Plan.	
Update(s): N/a	
Description: A gathering of Project staff to discuss and address pertinent topics of the project when directing and managing project work. Attendees should include the project manager, the project team, and appropriate stakeholders involved or affected by the topics addressed.	
Requirements: Contractor shall conduct Project Status Meetings with the Department’s Project Coordinator, and other personnel as necessary, to discuss project health, accomplishments, upcoming tasks, risks, and issues. Each attendee should have a defined role to ensure appropriate participation. Contractor shall be responsible for any multimedia technology, such as GoToMeeting, Skype, or other technology required for remote Contractor and Department personnel to participate in meetings, if applicable.	
Performance Measure: Contractor conducts meetings in accordance with the accepted Project Communication Plan.	

Title: Meeting Documentation (Agendas and Minutes)	ID: RM-012
Delivery: Per Occurrence.	
Update(s): N/a	

Description: Project documents indicating salient details about Project meetings.
Requirements: Contractor shall document meetings with an agenda and minutes. Meeting Agendas shall list, at a minimum, the purpose, attendees, time, and place of the meeting. Meeting minutes shall document, at a minimum, the status of risks, action items, issues, and decisions. Items included in each meeting's minutes shall be transcribed over to their respective logs within one (1) business day.
Performance Measure: <ul style="list-style-type: none"> • Meeting Agenda is complete and submitted to the Department's Project Coordinator one (1) business day prior to the meeting. • Meeting Minutes are complete and provided to the Department's Project Coordinator within two (2) business days of each meeting occurrence.

Title: Project Phase Audit/Gate Check	ID: PM-002
Delivery: End of Project Phase in accepted Project Schedule Baseline.	
Update(s): N/a	
Description: An audit report of the status of the Project Deliverables.	
Requirements: Contractor Project Manager shall prepare and submit an audit of all Deliverables and Milestones achieved during the phase to the Department's Project Manager for review and acceptance.	
Performance Measure: Report(s) contain the required information in the prescribed format and are delivered on time.	

Title: Project Closeout Report (PCR)	ID: PM-003
Delivery: Per accepted Project Schedule Baseline.	
Update(s): N/a	
Description: A document that describes the Project's accomplishments against the project budget, scope, schedule, and performance baselines.	
Requirements: Contractor shall prepare a Project Closeout Report (PCR) as defined in the accepted Project Schedule. The PCR shall include the following information: <ul style="list-style-type: none"> • Summary level description of the Project. • Summary of the validation information for the final product, service, or result. • Summary of how the final product, service, or result achieved the business needs identified for the Project. If the business needs are not met at the close of the project, indicate the degree to which they were achieved and estimate for when the business needs will be met in the future. • Summary of any risks or issues encountered on the project and how they were addressed. • Summary of the lessons learned compiled by the project team and stakeholders. An analysis of Scope objectives, the criteria used to evaluate the scope, and evidence that the completion criteria were met. • An analysis of Schedule objectives, including whether results achieved the benefits that the project was undertaken to address. If the benefits are not met at the close of the project, indicate the degree to which they were achieved and estimate for future benefits realization. 	

<ul style="list-style-type: none"> • An analysis of Cost objectives, including the acceptable cost range, actual costs, and reasons for any variances. • An analysis of Quality objectives, the criteria used to evaluate the Project and Solution quality, the verification and actual milestone delivery dates, and reasons for variances.
<p>Performance Measure: Deliverable contains all required sections in sufficient detail to facilitate comprehensive assessment of Project objectives.</p>

6.4.3 Phase 1: Project Stand-Up

Contractor shall work closely with the Department’s Project Team to assist in establishing and operating the operating structure for the Project. As part of this effort, Contractor shall establish, within fourteen (14) calendar days from Contract execution, and maintain for the duration of the Project, an on-site presence in Tallahassee, FL. The Contractor shall provide project management methods, tools, and templates compatible with the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) framework and as required by Florida Administrative Code (F.A.C.) Chapter 74-1 to ensure on-time and within-budget delivery of the Project. The Department’s Project Team must approve all project management methods, templates, and tools used during the Project prior to their use by the Contractor.

6.4.3.1 Management Plans and Baselines

Contractor shall, as a continuing effort, create a progressively elaborated Project Management Plan including Project Scope and Schedule Baselines. Contractor shall use a Rolling Wave Planning approach to managing Scope, Schedule, and Costs. In addition, the Contractor shall apply methods and tools such as, but not limited to, forecasting, metrics, analyses, modeling, and scorecards/dashboards to measure and assess performance efficiency, progress, productivity, and quality of the Project, as specified in the accepted Project Management Plan.

Title: Project Management Plan	ID: PM-001
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
<p>Description: A project document, or document collection, detailing how the Contractor’s portion of the Project will be executed, monitored and controlled, and closed. The Contractor’s Project Management Plan integrates and consolidates all of the subsidiary management plans and baselines, and other information necessary to manage the Project.</p>	
<p>Requirements: The Contractor shall create, submit, and maintain a Project Management Plan containing the following information: A description of the Project life cycle (Key Phases & Milestones), the Development Approach, a Deliverable list, review methods and timings (Entry and Exit Gates), and baseline variance thresholds.</p> <p>The Project Management Plan will also include the following plans, each of which will be submitted as a separate Deliverable for review and acceptance by the Department:</p> <ul style="list-style-type: none"> • PM-001a: Scope Management Plan • PM-001b: Requirements Management Plan • PM-001c: Schedule Management Plan • PM-001d: Quality Management Plan 	

<ul style="list-style-type: none"> • PM-001e: Resource Management Plan • PM-001f: Communications Management Plan • PM-001g: Risk Management Plan • PM-001h: Stakeholder Engagement Plan • PM-001i: Change Management Plan • PM-001j: Configuration Management Plan • PM-001k: Scope Baseline • PM-001l: Schedule Baseline
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>

Title: Scope Management Plan	ID: PM-001a
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
<p>Description: A subsidiary of the Project Management Plan that establishes how the scope will be defined, developed, monitored, controlled, and validated.</p>	
<p>Requirements: Contractor shall create, submit, and maintain a Scope Management Plan that details the following information:</p> <ul style="list-style-type: none"> • Process for preparing a project scope statement • Process that enables the creation of the WBS from the detailed project scope statement • Process that establishes how the scope baseline will be accepted and maintained • Process that specifies how formal acceptance of the completed Project deliverables will be obtained. 	
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>	

Title: Requirements Management Plan	ID: PM-001b
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
<p>Description: A subsidiary of the Project Management Plan that establishes how the requirements will be analyzed, documented, and managed.</p>	
<p>Requirements: Contractor shall create, submit, and maintain a Requirements Management Plan that details the following information:</p> <ul style="list-style-type: none"> • How requirements activities will be planned, tracked, and reported • Configuration management activities such as: <ul style="list-style-type: none"> ○ How changes will be initiated ○ How impacts will be analyzed ○ How they will be traced, tracked, and reported ○ Authorization levels required to approve these changes • Requirements prioritization process • Metrics that will be used and the rationale for using them • Traceability structure that reflects the requirement attributes captured on the Requirements Traceability Matrix. 	

Performance Measure: Deliverable contains a comprehensive and logical description of the information required.

Title: Schedule Management Plan	ID: PM-001c
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
Description: A subsidiary of the Project Management Plan that establishes the criteria and the activities for developing, monitoring, and controlling the schedule.	
<p>Requirements: Contractor shall create, submit, and maintain a Schedule Management Plan that details the following information:</p> <ul style="list-style-type: none"> • Project schedule model development. The scheduling methodology and the scheduling tool to be used in the development of the project schedule model are specified. • Level of accuracy. The level of accuracy specifies the acceptable range used in determining realistic activity duration estimates and may include an amount for contingencies. • Units of measure. Each unit of measurement (such as staff hours, staff days, or weeks for time measures, or meters, liters, tons, kilometers, or cubic yards for quantity measures) is defined for each of the resources. • Project schedule model maintenance. The process used to update the status and record progress of the project in the schedule model during the execution of the project. • Control thresholds. Variance thresholds for monitoring schedule performance shall be specified to indicate an agreed-upon amount of variation to be allowed before some action needs to be taken. Thresholds are to be expressed as percentage deviations from the parameters established in the baseline plan. • Rules of performance measurement. The schedule management plan shall specify: <ul style="list-style-type: none"> ○ Rules for establishing percent complete ○ Earned value management (EVM) techniques (e.g., baselines, fixed-formula, percent complete, etc.) to be employed ○ Schedule performance measurements such as schedule variance (SV) and schedule performance index (SPI) used to assess the magnitude of variation to the original schedule baseline. • Reporting formats. The formats and frequency for the various schedule reports. • Project protocols for schedule changes. The process for documenting and obtaining Department approval of proposed schedule changes. 	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

Title: Quality Management Plan	ID: PM-001d
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
Description: A subsidiary of the Project Management Plan that establishes how an organization’s quality policies, methodologies, and standards will be implemented in the Project.	
<p>Requirements: Contractor shall create, submit, and maintain a Quality Management Plan that details the following information:</p> <ul style="list-style-type: none"> • Quality standards that will be used by the Project; 	

<ul style="list-style-type: none"> • Quality objectives of the Project; • Quality roles and responsibilities; • Project Deliverables and processes subject to quality review; • Quality control and quality management activities planned for the Project; • Quality tools that will be used for the Project; and • Major procedures relevant for the project, such as dealing with nonconformance, corrective actions procedures, and continuous improvement procedures.
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>

<p>Title: Resource Management Plan</p>	<p>ID: PM-001e</p>
<p>Delivery: Within 60 days of Contract Execution</p>	
<p>Change(s): Formal Change Control.</p>	
<p>Description: A subsidiary of the Project Management Plan that provides guidance on how Project resources should be categorized, allocated, managed, and released.</p>	
<p>Requirements: Contractor shall create, submit, and maintain a Resource Management Plan that details the following information:</p> <ul style="list-style-type: none"> • Identification of resources. Methods for identifying and quantifying team and physical resources needed. • Acquiring resources. Guidance on how to acquire team and physical resources for the Project. • Roles and responsibilities: <ul style="list-style-type: none"> ○ Role. The function assumed by, or assigned to, a person in the project. Examples of project roles are civil engineer, business analyst, and testing coordinator. ○ Authority. The rights to apply project resources, make decisions, sign approvals, accept deliverables, and influence others to carry out the work of the project. Examples of decisions that need clear authority include the selection of a method for completing an activity, quality Performance Measure, and how to respond to project variances. ○ Responsibility. The assigned duties and work that a project team member is expected to perform in order to complete the project’s activities. ○ Competence. The skill and capacity required to complete assigned activities within the project constraints. • Project organization chart. A project organization chart is a graphic display of project team members and their reporting relationships. • Project team resource management. Guidance on how project team resources shall be defined, staffed, managed, and eventually released. • Resource control. Methods for ensuring adequate physical resources are available as needed and that the acquisition of physical resources is optimized for Project needs. Includes information on managing inventory, equipment, and supplies throughout the Project life cycle. 	
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>	

<p>Title: Communications Management Plan</p>	<p>ID: PM-001f</p>
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Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
Description: A subsidiary of the Project Management Plan that describes how project communications will be planned, structured, implemented, and monitored for effectiveness. It establishes how, when, and by whom information about the Project will be administered and disseminated.	
Requirements: Contractor shall create, submit, and maintain a Communications Management Plan that details the following information: <ul style="list-style-type: none"> • Stakeholder communication requirements • Information to be communicated, including language, format, content, and level of detail • Escalation processes • Reason for the distribution of that information • Timeframe and frequency for the distribution of required information and receipt of acknowledgment or response • Person responsible for communicating the information • Person responsible for authorizing release of confidential information • Person or groups who will receive the information, including information about their needs, requirements, and expectations • Methods or technologies used to convey the information, such as memos, email, press releases, or social media • Resources allocated for communication activities, including time and budget • Method for updating and refining the communications management plan as the project progresses and develops, such as when the stakeholder community changes as the project moves through different phases • Glossary of common terminology • Flow charts of the information flow in the project, workflows with possible sequence of authorization, list of reports, meeting plans, etc. and • Constraints derived from specific legislation or regulation, technology, organizational policies, etc. 	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

Title: Risk Management Plan	ID: PM-001g
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
Description: A subsidiary of the Project Management Plan that establishes how the risk management activities will be structured and performed.	
Requirements: Contractor shall create, submit, and maintain a Risk Management Plan that details the following information: <ul style="list-style-type: none"> • Risk strategy. Describes the general approach to managing risk on this Project. • Methodology. Defines the specific approaches, tools, and data sources that will be used to perform risk management on the Project. 	

<ul style="list-style-type: none"> • Roles and responsibilities. Defines the lead, support, and risk management team members for each type of activity described in the risk management plan, and clarifies their responsibilities. • Funding. Identifies the funds needed to perform activities related to Project Risk Management. Establishes protocols for the application of contingency and management reserves. • Timing. Defines when and how often the Project Risk Management processes will be performed throughout the project life cycle and establishes risk management activities for inclusion into the Project Schedule. • Risk categories. Provide a means for grouping individual project risks with a risk breakdown structure (RBS); a hierarchical representation of potential sources of risk.
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>

Title: Stakeholder Engagement Plan	ID: PM-001h
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
<p>Description: A subsidiary of the Project Management Plan that establishes how stakeholders will be engaged in project decisions and execution, according to their needs, interests, and impact.</p>	
<p>Requirements: Contractor shall create, submit, and maintain a Stakeholder Engagement Plan that details the following information:</p> <ul style="list-style-type: none"> • Process for analysis of Project Stakeholders. • Strategies and actions required to promote productive involvement of stakeholders in decision making and execution. • Specific strategies or approaches for engaging with individuals or groups of stakeholders. 	
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>	

Title: Change Management Plan	ID: PM-001i
Delivery: Within 60 days of Contract Execution	
Change(s): Formal Change Control.	
<p>Description: A subsidiary of the Project Management Plan that describes how the change requests throughout the project will be formally authorized and incorporated.</p>	
<p>Requirements: Contractor shall create, submit, and maintain a Change Management Plan that details the following information:</p> <ul style="list-style-type: none"> • Change Management Approach. Describes the approach the organization will use for managing change throughout the Project. • Change Definitions. Defines the different types of changes that may be requested and considered for the Project. • Change Control Board. Establishes the Change Control Board as the formally chartered approval authority for all proposed Changes pertaining to the Project. • Change Control Process. Describes the Change Control Process, from beginning to end, including how Project changes are submitted, tracked, analyzed, accepted, communicated to 	

stakeholders, and incorporated. It also documents how deferred or rejected changes are communicated to stakeholders.

Performance Measure: Deliverable contains a comprehensive and logical description of the information required.

Title: Configuration Management Plan	ID: PM-001j
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Delivery: Within 60 days of Contract Execution	ID: PM-001j
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Change(s): Formal Change Control.	ID: PM-001j
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Description: A subsidiary of the Project Management Plan that describes how the information about the items of the Project (and which items) will be recorded and updated so that the Solution, Services, and results of the Project remains consistent and/or operative.

Requirements: Contractor shall create, submit, and maintain a Configuration Management Plan that details the following information:

- Project items (plans, logs, lists, reports, Deliverables, etc.) under formal control
- Process and Procedures for controlling changes to formally controlled items.

Performance Measure: Deliverable contains a comprehensive and logical description of the information required.

Title: Project Scope Baseline	ID: PM-001k
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Delivery: Within 60 days of Contract Execution	ID: PM-001k
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Change(s): Formal Change Control.	ID: PM-001k
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Description: The accepted document or document collection which contains the accepted version of the following information:

- Scope Statement
- Work Breakdown Structure (WBS)
- WBS Dictionary

Requirements: Contractor shall develop, maintain, and manage Project activities using an accepted Scope Baseline which defines all the work of the Project and only the work of the Project. The Scope Baseline shall consist of the following information, at a minimum:

- **Scope Statement.** The Project scope statement includes the description of the project scope, major deliverables, assumptions, and constraints.
- **Work Breakdown Structure (WBS).** The WBS is a hierarchical decomposition of the total scope of work to be carried out by the Project team to accomplish the Project objectives and create the required Deliverables. Each descending level of the WBS represents an increasingly detailed definition of the Project work.
- **Work package.** The lowest level of the WBS is a work package with a unique identifier. These identifiers provide a structure for hierarchical summation of costs, schedule, and resource information and form a code of accounts. Each work package is part of a control account. A control account is a management control point where scope, budget, and schedule are integrated and compared to the earned value for performance measurement. A control account has two or more work packages, though each work package is associated with a single control account.

<ul style="list-style-type: none"> • Planning package. A control account may include one or more planning packages. A planning package is a work breakdown structure component below the control account and above the work package with known work content but without detailed schedule activities. • WBS dictionary. The WBS dictionary is a document that provides detailed deliverable, activity, and scheduling information about each component in the WBS. The WBS dictionary is a document that supports the WBS. Information in the WBS dictionary shall include but is not limited to: <ul style="list-style-type: none"> ○ Code of account identifier ○ Description of work ○ Assumptions and constraints ○ Responsible organization ○ Schedule milestones ○ Associated schedule activities ○ Resources required ○ Cost estimates ○ Quality requirements ○ Performance Measure ○ Technical references
<p>Performance Measure: Deliverable contains a comprehensive and logical description of the information required.</p>

Title: Project Schedule Baseline	ID: PM-001I
Delivery: Within 60 days of Contract Execution	
Update(s): Weekly per Scheduled Management Plan	
Change(s): Formal Change Control.	
Description: A document or file that presents linked Project activities with planned dates, durations, milestones, and resources.	
<p>Requirements: Contractor shall develop, maintain, and manage Project activities using a comprehensive, fully resource-loaded Project Schedule in Microsoft Project that details the Contractor’s implementation approach and includes tasks to be performed by Department and Contractor staff. Contractor shall define and analyze all Project activities, including sequences, durations, resource requirements, and schedule constraints to create a Project Schedule Baseline for Project execution, monitoring and controlling, and submit it to the Department. Contractor shall prepare, submit, and maintain the Project Schedule Baseline as a Microsoft Project Plan File.</p> <p>The Project Schedule must adhere to the standards defined in the accepted Project Management Plan and must be constructed and maintained in a format compatible with Microsoft Project 2013. The Contractor is responsible for confirming and monitoring that Microsoft Project calculates Project Key Performance Indicators, including the Critical Path, as expected.</p> <p>The Project Schedule shall include major Deliverables and detailed Project activities in discrete work packages for assignment to Project Team members. The Contractor shall track and report progress on these activities and Deliverables, including, but not limited to, expected results, timeliness of achieving Deliverables, and other significant events.</p>	

The initial Project Schedule shall include detailed resource and cost loaded activities for the following Phases:

- Phase 0: Project Management
- Phase 1: Project Stand-Up
- Phase 2: Solution Stand-Up
- Phase 3: Situation Analysis
- Phase 4: Planning

The following Phases shall be scheduled, and cost loaded, at a summary level:

- Phase 5a: Design
- Phase 5b: Development
- Phase 5c: Implementation
- Phase 6: Support and Maintenance

Contractor shall be responsible for monitoring and updating the Project Schedule continuously, and revising and developing further detail, as appropriate. Changes made to the Project Schedule to reflect performance delays by the Contractor or its Subcontractors shall not be interpreted to relieve Contractor from contractual accountability for on-time performance of the Services.

Performance Measure: Deliverable contains a comprehensive and logical description of the information required, updated per the accepted Schedule Management Plan.

6.4.3.2 Solution Quality and Testing

Title: Solution Testing Plan	ID: SQ-001
Delivery: Within 45 days of Contract Execution	
Update(s): As Required by Design Phase(s)	
Description: A document, or collection of documents, which contain a combination of narrative, wireframe diagrams, screenshots, and tables, that describes specifically what is to be tested and how that testing is to be accomplished.	
Requirements: Contractor shall prepare, submit, and maintain a Testing Plan that specifies: <ol style="list-style-type: none"> 1. Test data repository 2. Test types and purpose 3. Testing duration and frequency 4. Test document preparation 5. Test script development 6. Conditions expected to succeed 7. Conditions expected to create an exception 	
Performance Measure: Planned Testing activities and Test Cases relate to the project requirements and are sufficient to validate that each requirement has been met.	

6.4.4 Phase 2: Solution Stand-Up

Contractor shall conduct validation of the hardware purchased and configured by the Department. Upon hardware validation, Contractor shall install and verify operation of the Contractor’s Solution to its out-of-the-box configuration(s), including any “internal” interfaces between its constituent components or

applications; not including any interfaces with any Department systems. The Solution shall consist of the following environments: Development, Quality Assurance (Testing), Production, and Disaster Recovery.

Title: Hardware Validation	ID: HW-001
Delivery: Per Accepted Project Schedule.	
Update(s): Per Accepted Project Schedule.	
Description: A written document that verifies the Department-purchased hardware is correct and operational, ready for installation of the Solution.	
Requirements: Contractor shall review the Department-purchased hardware and validate that it is as specified for installation of the Contractor’s Solution.	
Performance Measure: Contains Contractor’s signatory’s concurrence that the hardware is operational and configured correctly to facilitate Solution Installation and Setup.	

Title: Solution Installation and Setup	ID: SW-001
Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: The Solution is installed and configured for baseline functionality in all 4 environments.	
<p>Requirements: Contractor shall install and set up the Solution to its manufacturer-specified installation condition(s); this includes any Contractor-required integrations between application software packages. Contractor shall configure the Solution to include the following environments:</p> <ul style="list-style-type: none"> • Development Environment: A copy of the Solution where configurations and code are created and undergo unit testing developers. The Development Environment shall have the same capabilities as the Production Environment but differ in external system interfaces as little as possible to simulate the actual working condition of the Production Environment. • Quality Assurance (Test) Environment: A standardized copy of the Solution where configurations and code are interface tested using mock users and data nearly identical to the Production Environment. The Quality Assurance (Test) Environment shall have the same capabilities as the Production Environment but differ in external system interfaces as little as possible to simulate the actual working condition of the Production Environment. • Production Environment: A copy of the Solution that serves actual end user customers and which contains live data. The Production Environment shall have all external interfaces necessary to facilitate the actual working of the Solution. • Disaster Recovery (DR) Environment: A copy of the Solution, located in an off-site (non-Tallahassee) location specified by the Department, that runs in a standby mode to serve actual end user customers in the event of a Production Environment outage and which contains near-live copies of Production Environment data. The Disaster Recovery (DR) Environment shall have all external interfaces necessary to facilitate the actual working of the Solution in the event of failure of the Production Environment. The DR Environment shall maintain a live or nearly live copy of all data residing in the Production Environment and be capable of a Recovery Time Objective (RTO) of 24 hours and a Recovery Point Objective (RPO) of 24 hours. 	
Performance Measure: All elements pass tests specified in the accepted Solution Testing Plan.	

Title: Solution Configuration Documentation	ID: SW-002
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Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: A document, or collection of documents, which contain a combination of narrative, wireframe diagrams, screenshots, and tables, that describes the configurations internal to Solution; including a description of all components, key decisions, settings, architecture, functions, etc.	
Requirements: Contractor shall provide comprehensive documentation of the Solution installation, including: <ul style="list-style-type: none"> • Comprehensive List of Component Applications • Detailed Description of Component Architecture (Hardware and Software) • Detailed Description of Component Functionality • Detailed Description of Internal Interfaces • Detailed Description of Administration Settings <p>The target audience for the information is the Department’s technical administrators, as such, shall be in a format and of a vernacular common to technical professionals. All acronyms, technical terminology, and jargon shall be defined.</p>	
Performance Measure: Document provides the required information in sufficient detail as to allow for the Department’s Solution administrators to understand the logical relationships of all interfaces within the Solution and make configuration changes, as necessary for normal day-to-day Solution operation and Disaster Recovery.	

6.4.5 Phase 3: Situation Analysis

Contractor shall analyze the current state of the Department’s current IMS, remittance processing sub-system (RPS), and document processing sub-system (DPS) to ensure that sufficient documentation exists to allow for deployment of a future-state Solution. Section 10.0 provides detailed information regarding the current IMS’ configuration, interfaces, processes, measurements, metrics, and performance requirements. Contractor shall use this information, as well as information gathered during the Project, to design and configure the Solution to meet the current function and business needs identified. If there is not sufficient documentation to design a future-state for the Solution, the Contractor shall create “as-is” documentation in standard business process notation and include narrative descriptions of key activities, including owners, inputs, and outputs.

Contractor shall focus their analysis on the following IMS areas:

- Business Process Documentation
- System Interface Documentation

Title: Documentation Review and Recommendation	ID: SA-001
Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: A document that details the results from the Contractor’s review and identifies the Contractor’s recommendation regarding the current IMS system.	
Requirements: Contractor shall conduct and prepare a review of the existing IMS Documentation and create a recommendation regarding the steps necessary to design a future-state for the Solution.	

Performance Measure: Contractor’s reviews and provides written analysis and recommendation of existing documentation.

Title: Business Process Documentation	ID: SA-002
Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: A document that details the current IMS business processes.	
Requirements: If required by the Documentation Review and Recommendation, Contractor shall prepare “as-is” documentation in standard business process notation and include narrative descriptions of key activities, including owners, inputs, and outputs in sufficient detail to allow for design of a future-state Solution.	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

Title: System Interface Documentation	ID: SA-003
Delivery: Per Accepted Project Schedule.	
Update(s): N/a	
Description: A document that details the current IMS interfaces.	
Requirements: If required by the Documentation Review and Recommendation, Contractor shall prepare “as-is” documentation in standard data model notation and include narrative descriptions of key activities, including owners, inputs, and outputs in sufficient detail to allow for design of a future-state Solution.	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

6.4.6 Phase 4: Planning

Upon completion of the Phase 3: Situation Analysis, Contractor shall create and gain acceptance of a logically sequenced plan for the Design, Development, and Implementation (DDI) Phase(s) of the Project. The Phase 4: Planning Deliverables shall consist of the following:

6.4.6.1 Document Process Grouping

Contractor shall review the existing Departmental processes and IMS and prepare a written recommendation of groups of documents and their associated business processes that can be simultaneously implemented in the Contractor’s Solution (by tax type, by correspondence type, etc.).

Title: Document Process Groupings (DPG) List	ID: PL-001
Delivery: Per Accepted Project Schedule.	
Update(s): Formal Change Control.	
Description: A document that describes the logical grouping of the Department’s documents to be processed through the Solution.	
Requirements: Contractor shall provide a Document Process Groupings (DPG) List detailing the following items:	
<ul style="list-style-type: none"> • Document Process Groupings (DPG) of the Department’s business processes. 	

<ul style="list-style-type: none"> Interface Groupings related to the Department’s current processes which can be logically implemented simultaneously or slightly before the dependent Document Process Groupings (DPG).
<p>Performance Measure: The Document Process Groupings (DPG) List shall include all in-scope Business Processes (all taxes, forms, correspondence, interfaces, etc.) divided into logically consistent DPGs.</p>

6.4.6.2 Master Transition Plan and Schedule

During Phase 4: Planning, Contractor shall plan, submit, and gain acceptance on a Master Transition Plan and Schedule that details the sequence and duration of the Design, Development, and Implementation (DDI) Phase(s) associated with each Document Process Grouping (DPG). The Master Transition Plan and Schedule shall include the summary activities for the implementation of each DPG using a rolling-wave approach. DPGs may be implemented in either series or in parallel, or a combination of staggered and/or overlapping activities, as best fits the situation.

This Master Transition Plan and Schedule shall be cost loaded and sub-divide the Contractor’s price for Phase(s) 4a-4c by DPG to facilitate Earned Value Management of the Project.

Title: Master Transition Plan and Schedule	ID: PL-002
Delivery: Per Accepted Project Schedule.	
Update(s): Formal Change Control.	
Description: An update to the Project Schedule decomposing Phase(s) 4a-4c and providing the sequencing and costs for all Document Process Grouping(s).	
<p>Requirements: Contractor shall prepare a Master Transition Plan and Schedule identifying the following information:</p> <ul style="list-style-type: none"> Number and sequence of DPGs to be implemented Summary of the Work to accomplish each DPG Cost summary for each DPG Description of the Role(s) to be provided by the Contractor for each DPG Description of the Methods to be used by the Contractor for each DPG 	
<p>Performance Measure:</p> <ul style="list-style-type: none"> All DPGs are decomposed and sequenced into a logical schedule that does not exceed the original Project Schedule. Every DPG includes a total cost sufficient to allow for Earned Value measurements. 	

6.4.6.3 Organizational Change Management Plan

It is expected that significant organizational change will occur during the Project as a result of automating existing manual processes for the Department. Effective Organizational Change Management (OCM) will be integral to the success of this Project and will be a critical success factor for ensuring staff participation in business process improvement, implementation, and user acceptance. Contractor shall collaborate with the Project Team to identify and conduct organizational change activities and shall support the organizational change process, where required, and provide subject matter expertise and assistance by creating content and supporting materials, as needed.

At a minimum the OCM Services shall include:

- Identify, assess, and support Project stakeholders
- Develop a readiness assessment and measurements for administrators and end-users
- Perform a role mapping and end-user skills fit/gap analysis in preparation of the Workforce Transition Plan(s)
- Plan and support execution of the Workforce Transition to the Solution
- Develop administrator and end-user training to facilitate knowledge transfer
- Identify and document the impact of business process redesign on the Department
- Identify a list of items for the Department to consider in determining a timeline of decommissioning the current IMS.

Title: Organizational Change Management (OCM) Plan	ID: PL-003
Delivery: Per Accepted Project Schedule.	
Update(s): Formal Change Control.	
Description: A document that outlines the readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to support a successful transition from current to future technologies and processes.	
Requirements: Contractor shall provide an Organizational Change Management Plan to facilitate organizational change. The OCM Plan shall include the following: <ul style="list-style-type: none"> • Description of roles, responsibilities, and communication between Contractor and Department related to OCM • Contractor’s methods for assessing the impact of delivering the Project to the Department • Contractor’s methods for assessing the Readiness of the organization and individual users to accept those changes • Contractor’s methods for planning the action necessary to facilitate those changes • Contractor’s methods for creating the to-be process maps • Contractor’s methods for performing a skill/role gap analysis between the existing system and the Solution • Contractor’s methods for creating the Administrator and End-User training and knowledge transfer; including platform (classroom, CBT, etc.), schedule, and curriculum. 	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

6.4.7 Phase 5a: Design

Contractor, in consultation with the Department, shall design efficient and modernized document and remittance processing processes that ensure the future-state Solution functions properly and provides the same or similar core business value of the existing IMS, while still providing the performance gains and process optimizations sought from the Project. This design effort shall encompass the following core domains:

- Solution Configuration/Interfaces
 - Interfaces with Department Systems
 - Configuration(s) [i.e. data model, workflows, triggers, administration, etc.]
 - Conversion and Migration of Existing Data
 - System Documentation

- Data Management, Data archiving, and Retention
- Business Process Re-Engineering
 - Workflow Sequences
 - Processing Facility Layout
 - Equipment Arrangement and Settings
- Workforce Transition
 - Staffing Roles and Duties
 - Administrator Training
 - End-User Training

For each DPG, Contractor shall plan, submit, and gain acceptance on a detailed cost- and resource-loaded Document Process Grouping (DPG) Design and Implementation Plan.

It is anticipated that the implementation activities for each DPG will consist of the following basic sequence, with specific variations being conducted according to the Contractor’s methodology:

Solution Interfaces/Configuration > Business Process Re-Engineering > Workforce Transition

In each DPG Design and Implementation Plan, Contractor shall:

- Using the output of the as-is business process documentation, design Interfaces compatible with the existing Department systems. Contractor shall design these Interfaces to minimize or eliminate disruption, changes, and re-coding to existing Department systems.
- Using the output of the as-is business process documentation, work with the Department to conduct business process re-engineering and design the necessary configuration(s) for the Solution. Contractor shall review current scanning equipment, the scanning facility’s physical configuration, the Department’s workforce allocation, and any other relevant data and produce this comprehensive set of documentation that defines the future-state of the Solution for the DPG and lays out the process to achieve that future-state.
- Using the output of the future-state business process re-engineering, and in light of the capabilities and requirements of the Solution, design and document the future-state configuration choices for the DPG in the Solution that support the re-engineered business processes. This includes a complete mapping and documentation of the queues, batching, workflows, business rules, system settings, and any other elements of the Solution configuration necessary to achieve that future-state.
- Using the output of the future-state business process re-engineering, partner with the Department on workforce transition efforts, including providing written recommendations for changes to staffing roles, functions, positions, and documentation.
- Using the output of the future-state business process re-engineering, submit, and gain acceptance on a detailed written specification of metrics related to the re-engineered business process for each DPG.

Title: DPG Design and Implementation Plan	ID: SD-001
Delivery: Per the Accepted Master Transition Schedule.	

Update(s): Formal Change Control.	
Description: A document, or document collection, that specifies the Design of a DPG and the plan for its Development and Implementation in subsequent Phases.	
<p>Requirements: Contractor shall provide a DPG Design and Implementation Plan for each Document Process Grouping (DPG) identified in the accepted Master Transition Plan and Schedule. Each DPG Plan shall include, at a minimum:</p> <ul style="list-style-type: none"> • Design of Interfaces with Department systems related to the DPG [data flow diagrams] • Design of Data Conversion and Migration related to the DPG [data models, entity relationship diagrams, functional specifications] • Design of all Business Processes related to the DPG [process flow charts] • Design of Software Configuration related to the DPG [system documentation] • Design of Physical Configuration related to the DPG [floor layout plans, work flow diagrams] • Design of Workforce related to the DPG [position descriptions, skills verification] • Design of Training related to the DPG [on-site classroom, on-site hands-on, archival video/webinar, written documentation, etc.] • Complete Plan for Development and Implementation of the above designs • Completely decomposed Schedule, including the following activity attributes: <ul style="list-style-type: none"> ○ Definitions ○ Sequences ○ Interdependencies ○ Resources ○ Contractor Cost Loading 	
<p>Performance Measure: Contractor’s DPG Design and Implementation includes all required elements at the level of detail and specificity necessary to ensure success. Such elements include, but are not limited to:</p> <ul style="list-style-type: none"> • Data flow diagrams for each interface with Department system(s) • Data models, entity relationship diagrams, functional specifications for all data to be converted/migrated. • Process flow charts from scanning of mail to file archive • Process metrics for DPG • A schedule containing all activities required to implement and deploy the specific DPG within the allotted time period accepted by the Department in the Master Implementation Plan and Schedule. The schedule shall be cost-loaded for the full value of the DPG, and logically complete, with no orphaned tasks or activities. • Adequate staff (including accepted Department staff) and resources to meet the schedule. 	

6.4.8 Phase 5b: Development

Contractor shall execute the DPG Design and Implementation Plan per the Master Transition Plan and Schedule to configure and test the Solution for the specific DPG. Contractor shall conduct conversion and migration for each DPG that preserves legacy data dating back to the origin of the current IMS system, which is approximately 21 years.

Title: DPG Solution Configuration	ID: SV-001
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Delivery: Per the Accepted DPG Design and Implementation Plan.	
Update(s): Formal Change Control.	
Requirements: Contractor configures Solution Interfaces, queues, batching, workflows, business rules, system settings, and any other elements necessary to complete the DPG Design and Implementation Plan.	
Performance Measure: All data elements pass tests specified in the accepted Solution Testing Plan.	

Title: Solution Testing and Results	ID: SQ-002
Delivery: Per Occurrence, as Specified in Accepted Testing Plan	
Update(s): Formal Change Control.	
Description: Testing of Solution components in accordance with the accepted Solution Testing Plan.	
Requirements: Contractor shall conduct testing and report testing results as specified in the accepted Testing Plan utilizing both Contractor and Department personnel, monitored by the Contractor’s Project Manager. The Contractor’s Project Manager shall report the success or failure of each test element, which drives corrective updates and retesting requirements.	
Performance Measure: Testing conforms to the requirements of the accepted Solution Testing Plan.	

Title: System Documentation (Administrator and User Manuals)	ID: SV-002
Delivery: Per the Accepted DPG Design and Implementation Plan.	
Update(s): Per the Accepted DPG Design and Implementation Plan.	
Description: A document, or collection of documents, that provide comprehensive information about the Solution Interfaces, queues, batching, workflows, business rules, system settings, and any other elements necessary to operate the Solution by the respective group (Administrator or End-User).	
Requirements: Contractor shall update the Administrator and End-User Manuals to reflect the changes made by executing the DPG Design and Implementation Plan.	
Performance Measure: Deliverable contains a comprehensive and logical description of the information required.	

Title: DPG Data Conversion and Migration	ID: SV-003
Delivery: Per the Accepted DPG Design and Implementation Plan.	
Update(s): Formal Change Control.	
Description: Contractor converts and migrates the appropriate data to complete the DPG Design and Implementation Plan.	
Requirements: Contractor shall conduct data conversion and data migration for each DPG.	
Performance Measure: All data elements pass tests specified in the accepted Solution Testing Plan.	

6.4.9 Phase 5c: Implementation

Contractor shall partner with the Department on workforce transition efforts, including providing written recommendations for changes to staffing roles, functions, positions, and documentation. Contractor shall execute the DPG Design and Implementation Plan per the Master Transition Plan and Schedule to Implement the changes to the business process and Departmental workforce required by the DPG. Implementation includes ensuring that the Departmental workforce is trained in the new business process and that the physical layout of the processing facility and equipment have been

relocated/reconfigured to the specifications provided in the accepted DPG Design and Implementation Plan.

Title: DPG Business Process Transition	ID: SI-001
Delivery: Per the Accepted DPG Design and Implementation Plan.	
Update(s): Formal Change Control.	
Description: Contractor configures the Department’s business process for each DPG.	
Requirements: Contractor shall transition the Department’s business process related to the DPG, including modifying the following items, per the accepted DPG Design and Implementation Plan: <ul style="list-style-type: none"> • Workflow Sequences • Processing Facility Layout • Equipment Arrangement 	
Performance Measure: Transitioned business process meets all specifications and requirements of the accepted DPG Design and Implementation Plan.	

Title: DPG Workforce Transition	ID: SI-002
Delivery: Per the Accepted DPG Design and Implementation Plan.	
Update(s): Formal Change Control.	
Description: Contractor transitions the Department’s workforce for each DPG.	
Requirements: Contractor shall conduct training sessions with identified stakeholders at all user and access levels in sufficient volume and with sufficient frequency to ensure success of the accepted DPG Design and Implementation Plan.	
Performance Measure: Transitioned workforce is fully trained, proficient, and certified on all specifications and requirements of the transitioned business process as specified in the accepted DPG Design and Implementation Plan.	

6.4.10 Phase 6: Support and Maintenance

Throughout the Contract, Contractor shall provide maintenance and support of the Solution. Throughout Phase 5a-5c, as DPGs are completed, the support and maintenance of those DPGs shall be transitioned to the support and maintenance of the Solution.

Title: Support and Maintenance - Implementation	ID: SM-001
Delivery: As work is Completed and Accepted in Contract Initial Years 1-3	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to transitioned Solution components and implemented DPGs after the completion of the DDI Phases for all DPGs.	
Requirements: Contractor shall provide support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. Contractor shall provide Solution maintenance during scheduled windows approved by the Department two weeks prior to any changes, unless the changes would significantly negatively affect Solution operations. Contractor shall be the single point of contact for solving support issues and for performing routine maintenance. Contractor shall provide customer support during the following hours, at a minimum: Monday through Friday, 7AM to 6PM Eastern Time. Customer support shall be provided through the following channels:	

- Email
- Toll-Free Phone
- Web Portal

Each support incident will be classified according to the following definitions, with the associated response and resolution times:

Severity	Response*	Resolution**
Critical - Urgent situation which renders business-critical components(s) of the Solution inoperable or causes the software to fail catastrophically.	1 Hour	8 hours
High - Major Solution component(s) has failure precluding its successful operation or causes degradation of service.	1 Hour	1 business day
Medium - Minor Solution problem; a majority of Solution functions operate normally; some workarounds or alternate methods must be employed.	1 Hour	2 business days
Low - Minor Solution problem, request, or question; Solution's Production functions are not affected.	1 Hour	5 business days

*Contractor provides acknowledgement of the issue.

**Contractor fixes the issue or provides an alternate method that does not affect operations or key metrics.

Performance Measure: Contractor complies with the service levels specified.

Title: Support and Maintenance – Initial Year 4	ID: SM-002
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Initial Year 5	ID: SM-003
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Renewal Year 1	ID: MR-001
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Renewal Year 2	ID: MR-002
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Renewal Year 3	ID: MR-003
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Renewal Year 4	ID: MR-004
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

Title: Support and Maintenance – Renewal Year 5	ID: MR-005
Delivery: As work is Completed and Accepted.	
Update(s): Formal Change Control.	
Description: Contractor provides support and maintenance to Solution components.	
Requirements: Contractor shall provide ongoing support and maintenance of all software, hardware (if any), and third-party software supplied as part of the Solution, including customizations and system interfaces with Department systems. The support and maintenance response times and responsibilities shall conform to the requirements of deliverable SM-001.	
Performance Measure: Contractor complies with the service levels specified in deliverable SM-001.	

6.5 DELIVERABLE REQUIREMENTS

The Department requires the Contractor to provide all Deliverables identified in the table(s) above. All draft deliverables for which formal review is required, and all final deliverables, shall be provided to the Department electronically, using the following software standards (or convertible versions).

Deliverable Format	Required Software Format
Word Processing	Microsoft Word 2013 or later and Adobe PDF format
Spreadsheet	Microsoft Excel 2013 or later and Adobe PDF format
Presentations	Microsoft PowerPoint 2013 or later and Adobe PDF format
Process Flows/Diagrams	Microsoft Visio 2013 or later and Adobe PDF format
Project Management	Microsoft Project 2013 or later and Adobe PDF format

No Deliverables shall be marked confidential, proprietary, or trade secret. All Deliverables, other than the Solution itself, shall become the Department’s property, and ownership of any copyrighted material created under this Contract, if any, shall be assigned to the Department.

6.5.1 Delivery & Review

Each of the Deliverables shall be submitted for review (“Delivery”) to the Department before 5:00 PM Eastern Time on the last Business Day specified either in this SOW or the appropriate accepted Deliverable. When calculating the specific Business Day of a Delivery, the first Business Day included in the calculation will be the Business Day following the specified initiating event for that Deliverable.

6.5.2 Performance Measures

The Department shall inspect each Deliverable submitted for Delivery by Contractor to ensure that it conforms in all material aspects to the Performance Measure(s). Performance Measure(s) for a given Deliverable may be modified or augmented by an accepted Deliverable. In the case where the Performance Measure for a Deliverable are altered by an accepted Deliverable, the Department shall consider both sets of criteria before granting Acceptance.

6.5.3 Review Cycle

The Department shall have, at a minimum, 30 calendar days to review each Delivery prior to providing Acceptance or Rejection. For Deliverables related to Project Management (designated as “PM-”), the

Department shall have 45 calendar days to review each Delivery prior to providing Acceptance or Rejection.

6.5.4 Acceptance

If, upon review, the Department finds a Deliverable to meet both the Performance Measure and any specifications detailed in a previously accepted Deliverable, if appropriate, the Department will provide to the Contractor a written notification that a Deliverable has been reviewed and is judged by the Department to meet the Performance Measure, as modified or augmented by other Deliverables (“Acceptance”).

1. Deliverable Acceptance will be provided by the Department, providing, in the Department’s sole assessment, that the Deliverable meets the Performance Measure, as modified or augmented by previously accepted Deliverable(s).
2. Notwithstanding any provisions to the contrary, written Acceptance of a Deliverable does not foreclose the Department’s remedies in the event those performance standards that cannot be readily measured at the time of Delivery are not met.

6.5.5 Rejection

If, upon review, the Department finds that a Deliverable fails to meet both the Performance Measure and any modification or augmentation detailed in a previously accepted Deliverable, if appropriate, the Department will provide to the Contractor a written notification that a Deliverable has been reviewed and is judged by the Department to fail the Performance Measure, as modified or augmented by other Deliverables (“Rejection”).

6.5.6 Notice of Deficiency

If, at any time during the Contract, the Department finds that a Deliverable submitted for Delivery fails to meet the Performance Measure, the Department may transmit a Notice of Deficiency to the Contractor stating its rejection of a Deliverable. The Notice of Deficiency shall identify how the Deliverable fails to meet the Performance Measure, as modified or augmented by other Deliverables, and the required correction(s) and timeframe for correction (“Correction Period”). The Correction Period shall not be less than five (5) Business Days, unless emergency or unforeseen circumstances that pose an immediate threat to Department operations or the health, welfare, and safety of State of Florida residents warrant a shorter Correction Period.

6.5.7 Correction

Upon receipt of a Notice of Deficiency, the Contractor shall:

1. Acknowledge, in writing, receipt by close of business on the Business Day following the Business Day of receipt.
2. Notwithstanding the confirmation required above, continue any and all efforts necessary to remedy the identified deficiencies and, at the Contractor’s expense, bring the Deliverable into compliance with the Performance Measure, as augmented by other accepted Deliverables, during the Correction Period defined in the Notice of Deficiency.

3. Upon correction, and before the expiration of the Correction Period, the Contractor shall resubmit the Deliverable for Delivery.

6.5.8 Quality Assurance

The Department requires that the Contractor use due professional care in preparing each Deliverable. The Contractor must perform all quality assurance measures necessary in order to ensure performance. Prior to Delivery of any Deliverable, the Contractor shall first perform any quality assurance activities necessary to verify that the Deliverable is complete and in conformance with the Performance Measure defined for each Deliverable and in conformance to applicable specifications provided in any previously accepted Deliverable(s). If requested by the Department, Deliverables shall contain documentation of all quality assurance activities applied, including documentation of deficiencies or defects corrected.

When presenting a Deliverable for Delivery, the Contractor shall certify that:

1. The Contractor has performed all required quality assurance activities.
2. The Contractor has performed all applicable testing to adhere to the Statement of Work and all technical specification documents or plans.
3. The Contractor has corrected all material deficiencies discovered during quality assurance activities and testing.
4. The Deliverable is ready for review.

6.5.9 Rejected Deliverables

For Deliverables Rejected pursuant to above, the Department may assess Liquidated Damages against Contractor for each business day of a Deliverable's non-conformance with the Performance Measure, as augmented/modified by other accepted Deliverables.

Notwithstanding any liquidated damages, the Contractor shall continue any and all efforts necessary to remedy the deficiencies identified in a Notice of Deficiency and, at the Contractor's expense, bring the Deliverable into compliance with the Performance Measures, as augmented/modified by other accepted Deliverables.

6.6 WORK REQUIREMENTS

6.6.1 Location

All work under this SOW will be performed in and around Tallahassee, Florida. The Department maintains a Disaster Recovery site in Atlanta, Georgia that can be remotely accessed from Tallahassee. Contractor is fully responsible for the living expenses incurred by its personnel during the Project.

6.6.2 Resources & Equipment

The Department shall provide the Contractor with access to Department facilities and office equipment (e.g. cubicles, desks, chairs, conference tables, filing cabinets, storage cabinets, and white boards) to house and equip the Contractor's Project staff. It is anticipated that the Contractor's on-site staff should not exceed ten (10) persons on a day-to-day basis, and accommodations for a workforce of that size will be provided within the Department's CCOC and/or Building L location(s) in Tallahassee, Florida.

The Department’s Information Services Program will provide established communications equipment and services including telephones, voice mail, and Internet connectivity via WiFi throughout the CCOC facility, in each office, conference room, and work area and areas with adequate office equipment (e.g., printers, copiers) and office supplies (consumables).

6.7 PAYMENT

The Department is not liable for payments under the fully executed Contract unless and until the Vendor completes the associated work and it is accepted by the Department. Payments will be made consistent with the requirements of section 215.0422, Florida Statutes. The Department is not responsible for and will not pay local, state, or federal taxes. All costs associated with the Contract must be stated in U.S. currency.

6.7.1 Software Licensing

Contractor may invoice for Solution software licenses upon completion and Acceptance of all Phase 2 deliverables identified below.

6.7.2 Completion Invoicing

Contractor may invoice for the following Services deliverables upon completion and Acceptance of each deliverable by the Department.

6.7.2.1 Phase 1: Project Stand-Up Deliverables

ID	Deliverable Name
PM-001	Project Management Plan
PM-001a	Scope Management
PM-001b	Requirements Management
PM-001c	Schedule Management Plan
PM-001d	Quality Management Plan
PM-001e	Resource Management Plan
PM-001f	Communications Management Plan
PM-001g	Risk Management Plan
PM-001h	Stakeholder Engagement Plan
PM-001i	Change Management Plan
PM-001j	Configuration Management Plan
PM-001k	Project Scope Baseline
PM-001l	Project Schedule Baseline
SQ-001	Solution Testing Plan

6.7.2.2 Phase 2: Solution Stand-Up Deliverables

ID	Deliverable Name
HW-001	Hardware Validation
SL-001	Solution Software
SW-001	Solution Installation and Setup
SW-002	Solution Configuration Documentation

6.7.2.3 Phase 3: Situation Analysis Deliverables

ID	Deliverable Name
SA-001	Documentation Review and Recommendation
SA-002	Business Process Documentation
SA-003	System Interface Documentation

6.7.2.4 Phase 4: Planning Deliverables

ID	Deliverable Name
PL-001	Document Processing Groupings
PL-002	Master Transition Plan and Schedule
PL-003	Organizational Change Management Plan

6.7.3 Progress (Earned Value) Invoicing

Contractor may invoice the following Services deliverables monthly for actual earned value, as reflected in the Project Status reports, updated Project Schedule, and as Accepted by the Department. The total payment amounts for earned value shall not exceed the total amount(s) indicated on the Price Sheet for Phases 5a-5c unless authorized in an amendment to the Contract.

ID	Deliverable Name
SD-001	DPG Design and Implementation Plan
SV-001	DPG Configuration
SQ-002	Solution Testing and Results
SV-002	DPG Data Conversion and Migration
SV-003	System Documentation (Administrator and User Manuals)
SI-001	DPG Business Process Transition
SI-002	DPG Workforce Transition

6.7.4 Annual Invoicing

Solution Support and maintenance shall be pre-paid prior to performance on the anniversary date of the Contract. Contractor shall invoice for support and maintenance deliverables annually. Invoices must be submitted no less than ninety (90) days prior to the anniversary date of Contract execution.

ID	Deliverable Name
SM-002	Solution Support and Maintenance - Initial Year 4
SM-003	Solution Support and Maintenance - Initial Year 5
MR-001	Solution Support and Maintenance - Renewal Year 1
MR-002	Solution Support and Maintenance - Renewal Year 2
MR-003	Solution Support and Maintenance - Renewal Year 3
MR-004	Solution Support and Maintenance - Renewal Year 4
MR-005	Solution Support and Maintenance - Renewal Year 5

6.7.5 Included Deliverables

Deliverables specified as Phase 0 must be provided by the Contractor for no direct fees. Contractor costs associated with providing these ongoing deliverables shall be allocated to priced deliverables, as appropriate.

ID	Deliverable Name
KP-001	Project Manager
KP-002	Key Personnel (Multiple)
RM-001	Electronic Project Workspace and Document Repository
RM-002	Requirements Traceability Matrix
RM-003	Change Log
RM-004	Risk Register
RM-005	Action Log
RM-006	Issue Log
RM-007	Decision Log
RM-008	Testing Log
RM-009	Lessons Learned Register
RM-010	Status Reports
RM-011	Status Meetings
RM-012	Meeting Documentation (Agendas and Minutes)
PM-002	Project Phase Audit/Gate Check
PM-003	Project Closeout Report (PCR)

END OF SECTION

SECTION 7.0 PROPOSAL INSTRUCTIONS

7.1 DELIVERY

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.

Respondents shall deliver Proposals to the Department's office designated in the Solicitation Acknowledgement Form before the date and time specified. Any Proposal that is received after the exact time specified in the Timeline of Events, Section 2.10 is late. Late Proposals, as well as Proposals submitted electronically or by facsimile, are Non-Responsive and will not be considered in the Evaluation and are not eligible for Award. All Proposal materials must be packaged so that each box shipped to the Department does not exceed twenty-five (25) pounds.

In addition to whatever markings are required for shipment, packages must be marked to show the following information:

- Request for Proposal Number: 19/20-02
- Request for Proposal for Document and Remittance Processing System
- Respondent's Name
- Respondent's Return Address
- Volume # and Name
- Container # of # (Example: Container 1 of 5)

7.2 CLIENT REFERENCES

Each Respondent must coordinate the completion and separate submission of the included Attachment C: Vendor Past Performance Form for three (3) customers to whom Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP. The Vendor Past Performance Form must be completed by an individual representing the Respondent's reference and must be separately returned to the Department before the time appointed for the Proposals Due in the Procurement Schedule. **Vendor Past Performance Forms submitted with Respondent's Proposals will not be considered in the Evaluation.**

For each required Vendor Past Performance Form, the reference should follow the process below:

1. Complete the Vendor Past Performance Form on the form provided or an exact duplicate of the form;
2. Sign and date the completed Form;
3. Either:
 - a. Seal the completed, signed, and dated Form in standard #10 envelope;
 - b. Sign his/her name in ink across the sealing flap of the envelope;
 - c. Identify on the front of the envelope the following:
 - i. Reference Company Name

- ii. Respondent Company Name (who they are providing a reference for)
- d. Hand deliver or send via courier service the sealed envelope containing the completed reference questionnaire to the Department Procurement Officer at:

2450 Shumard Oak Boulevard
Building 2, Suite 1600
Tallahassee, Florida 32399-0109

- 4. Or:
 - a. Email the Vendor Past Performance Forms to the Procurement Officer from a verifiable company email address. **Submissions from personal email addresses will not be will not be considered in the Evaluation.**

It is recommended that Vendors' request individuals submitting references to allow sufficient time for the responses to arrive and to utilize a tracking system to ensure delivery (such as FedEx, UPS, etc.). Vendors are also cautioned that the Department will not open any envelope/package received prior to the RFP Proposal opening. Therefore, in order for the Department to confirm receipt, the outside envelope/package must be clearly labeled to identify both the Company Name and the Respondent's Name, or a tracking number will need to be provided.

The Department will not accept late Vendor Past Performance Forms or Vendor Past Performance Forms submitted by any means other than that which is described above, and each Vendor Past Performance Form submitted must be completed as required. The Department will not evaluate more than the number of required references indicated above. The Department reserves the right to contact references directly to confirm and clarify information detailed in the completed Vendor Past Performance Form and may consider clarification of responses in the evaluation and scoring of references. The Department will make a reasonable effort to contact references, if required, however, the Department is under no obligation to directly contact references or to clarify any reference information.

The Department must receive three (3) Vendor Past Performance Forms. Failure of the Department to receive fewer than three (3) Vendor Past Performance Forms will result in the Vendor receiving fewer points for this evaluation criteria.

7.3 GENERAL FORMATTING INSTRUCTIONS

The Respondent's Proposal must include all data and information requested by this RFP and be submitted in accordance with these instructions. Non-conformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed Non-Responsive.

7.3.1 Binding and Labeling

Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, solicitation name and number, and the Respondent's name. The same identifying data should

be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

7.3.2 Cross Referencing

Each volume must be written on a stand-alone basis so that its contents may be evaluated with no cross-referencing to other volumes of the Proposal. Information required for Proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the Proposal.

7.3.3 Tables of Contents and Glossary

Each volume must contain a table of contents to delineate the sections and any subsections within that volume. If a volume contains uncommon words, technical abbreviations, or acronyms, it should contain a glossary of these terms, with an explanation for each. Tables of contents and glossaries do not count against the page limitations for their respective volumes, if any.

7.3.4 Page Limitations

Page limitations, if specified, should be treated as preferred maximums. Each page will be counted except the following: blank pages, title pages, tables of contents, tabs, glossaries, and those parts of the Proposal noted as unlimited.

7.3.5 Page Size and Format

A page is defined as each face of an 8 ½ X 11-inch sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two (2) pages. For the purposes of formatting, font sizes must not be less than 10 points. Pages must be numbered sequentially within volumes. These limitations apply to both electronic and hard copy Proposals. Department-furnished forms and attachments must not be altered and are exempt from stated formatting.

7.3.6 Tables, Charts, Graphs, and Figures

Tables, charts, graphs, and figures must be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays must be uncomplicated and must not exceed 11 x 17 inches in size. Foldout pages must fold entirely within the volume and count as a single page. Foldout pages may only be used for large tables, charts, graphs, figures, diagrams, and schematics, not for pages of text. For tables, charts, graphs and figures, the font size must be no smaller than 10 points. These limitations must apply to both electronic and hard copy Proposals.

7.4 FORMAT, CONTENT, QUANTITY AND MEDIA

The following instructions have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. Non-conformance with the instructions provided in the RFP may result in an unfavorable Proposal evaluation or being deemed Non-Responsive. Respondent's Proposals must be submitted in hard and electronic copies and divided into volumes containing the information specified below.

7.4.1 Volume I, Technical Proposal

The Vendor shall furnish six paper copies of Volume One: Technical Proposal. Copy one shall be the original/master copy and shall be clearly marked as “Original/Master Copy”.

In addition to the required paper copies, the Vendor shall furnish six electronic sets of Volume One: Technical Proposal; one for each paper set and six electronic sets of the demonstration.

The Vendor should write the electronic copies on CD-ROM or DVD in a single .pdf file format.

The “original/master” paper copy of the Volume One: Technical will be considered the authority if minor differences between the paper and electronic copies are identified.

Any Vendor including confidential, proprietary, trade secret or other information not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority in their volume one: technical proposal shall also provide a redacted electronic copy on CD-ROM or DVD in a single .pdf file format for public distribution. Any Vendor including this information should also ensure that non-redacted paper and electronic copies are handled in accordance with Section 3.3.11 of this RFP.

Vendors should not disclose cost information in the body of Volume One: Technical. Including cost information in Volume One: Technical may cause the Proposal to be disqualified.

Using the instructions outlined below, the Respondent must prepare and submit a Technical Proposal volume detailing their qualifications, capabilities, and a description of the commodities and/or contractual services that they will provide to the Department. The Technical Proposal is to be organized into Tabs as directed below and must contain complete responses to each topic within the specified Tab, either singly or as a group, as best demonstrates Respondent’s capabilities. If a portion of any section is omitted, the Proposal may be deemed Non-Responsive at the discretion of the Department.

Volume I	Technical Proposal	Page Limit
Tab A	Solution Requirements	N/A
Tab B	Hardware and Equipment Requirements	N/A
Tab C	Project Management	30
Tab D	Implementation Approach	50
Tab E	Technical Approach	30
Tab F	Solution Demonstration	N/A

7.4.1.1 Tab A: Solution Requirements

Per Section 6.1 of the Statement of Work, each Respondent shall complete and submit the Solution Requirements spreadsheet provided in Attachment A. The Solution Requirements document must be included in both printed and electronic form(s) in the Respondent’s Proposal. Respondent shall indicate whether a Requirement is currently supported by their Solution, can be modified to meet the requirement with the level of effort indicated, or is not offered with Respondent’s Solution.

7.4.1.2 Tab B: Hardware and Equipment Requirements

Due to State of Florida IT hardware hosting requirements, the Department will assume the responsibility for procurement and management of the IT hardware upon which the Solution will reside. As part of their Proposal, each Respondent must include a complete architecture diagram, full specifications, and a detailed bill of materials for the IT hardware required to operate the Solution. Respondents shall select all IT hardware from the following catalog provided by the Northwest Regional Data Center (NWRDC) at the following link: <http://www.nwrdc.fsu.edu/servicecatalog>

In addition, the Department will procure the scanning equipment separately from this RFP using the following existing agreements from the Florida Department of Management Services (DMS) and the Federal General Services Administration (GSA):

Florida DMS Contract Link(s):

- [600-000-11-1 Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services](#)
- [43210000-US-ACS Technology Products, Services, Solutions, and Related Products and Services](#)

GSA Contract Link(s):

- [252-GSA Schedule 70 Information Technology, Equipment, Software, and Service](#)

Respondents shall specify a detailed bill of materials for the equipment required to operate the Solution, taking into account the inventory and age of the Department's existing scanning equipment provided in Section 10.0. The Bill of Materials should include applicable information (i.e. make/model/part number, etc.) to help the Department validate, verify and confirm.

This information, both for hardware and equipment, will be used to acquire quotes and begin build-out of the selected Respondent's prior to the Project's beginning. Non-compliance with this requirement will result in a Proposal being deemed non-responsive and the Proposal will be ineligible for award.

7.4.1.3 Tab C: Project Management

Topic 1: Per the Statement of Work (section 6.4.2.1), Contractor is to provide Key Personnel with specific knowledge, skillsets, and abilities to support the Department throughout the Project.

Identify the Key Personnel that you will provide to the Department for this Project and describe, in detail, how these Key Personnel meet the requirements presented in the Statement of Work.

Topic 2: Per the Statement of Work (section 6.4.2.1), Contractor is to provide additional project staffing with knowledge, skillsets, and abilities to support the Department throughout the Project.

Identify additional personnel that you will provide to the Project and describe, in detail, how these additional personnel will assist you in meeting the requirements presented in the Statement of Work. Include in your Proposal an organization chart illustrating how you will manage your staff members assigned to the Project.

Topic 3: The Statement of Work (section 6.4.2.2) requires the Contractor to provide a comprehensive approach to Project Management, including identification and tracking of project risks, actions, issues, and decisions.

Describe, in detail, your approach and methods to managing risks, actions, issues, and decisions. Include in your Proposal a discussion of how these items are identified, analyzed, classified, tracked, communicated, incorporated, and resolved.

Topic 4: Per the Statement of Work (section 6.3.3.1), Contractor is to provide a detailed progressively elaborated schedule that is cost-loaded, and which supports earned value management throughout the Project.

Describe, in detail, your approach to schedule management as required in the Statement of Work. Include in your Proposal a description of how schedules are planned, developed, refined, and managed, paying specific attention to accuracy, metrics, and reporting.

7.4.1.4 Tab D: Implementation Approach

Topic 1: Per the Statement of Work (Section 6.4), Contractor is to provide the Solution and subsequent Services in multiple iterative Phases encompassing the traditional Initiation, Analysis, Design, Development, and Implementation (DDI) domains.

Describe, in detail, your overall approach to fulfilling the requirements of the Statement of Work and demonstrate how your method(s) allow for the phased wave roll-out specified in the Statement of Work. Include in your Proposal a description of the following:

- **Vendor's expertise in identifying and tracking requirements**
- **Vendors experience managing multi-year timeline(s) with key milestones/reviews**
- **Vendor's experience managing multiple groups of stakeholders (end-users, senior management, etc.)**

Topic 2: Per the Statement of Work (section 6.4.5, section 6.4.6), Contractor is to provide a complete re-engineering of the Department's business process(es) related to scanning, remittance processing, and document processing in support of the Project.

Describe, in detail, your approach to business process re-engineering as required in the Statement of Work. Include in your Proposal a description of the following:

- **Vendor's experience and methods for assessing current business processes**
- **Vendor's experience and methods for designing new/updated business processes**
- **Vendor's experience and methods for creating the to-be process maps and documentation**

Topic 3: Per the Statement of Work (section 6.4.6.3), Contractor is to provide an assessment of the current state of the Department's workforce and business processes and develop a plan for transitioning the Department from the current IMS to the Solution.

Describe, in detail, your approach to, and experience with, organizational change management as required by the Statement of Work. Include in your Proposal a description of the following:

- **Vendor’s experience and methods for assessing the impact of delivering the Project to the Department.**
- **Vendor’s experience and methods for assessing the readiness of the organization and individual users to accept those changes.**
- **Vendor’s experience and methods for planning the action necessary to facilitate those changes.**
- **Vendor’s experience and methods for performing a skill/role gap analysis between the existing system and the Solution.**
- **Vendor’s experience and methods for creating the Administrator and End-User training and knowledge transfer; including platform (classroom, CBT, etc.), schedule(s), and curriculum.**

Topic 4: Per the Statement of Work (section 6.4.7 and section 6.4.9), Contractor is to provide workforce transition and training for the new Solution.

Describe, in detail, your approach to, and experience with, workforce transition and training as specified in the Statement of Work. Include in your Proposal a description of the following:

- **Vendor’s experience and methods for conducting training sessions with identified stakeholders at all user and access levels.**
- **Vendor’s experience and methods for assurance that a workforce is fully trained, proficient, and certified on all specifications and requirements of the transitioned business process.**

7.4.1.5 Tab E: Technical Approach

Topic 1: Per the Statement of Work (section 6.4.7), Contractor is to provide design and configuration of the Solution interfaces with Department Systems.

Describe, in detail, your experience and methods for designing interfaces with systems external to the Solution, as specified in the Statement of Work. Include in your Proposal a description of Vendor’s methods for gathering and validating requirements for external interfaces.

Topic 2: Per the Statement of Work (section 6.4.8), Contractor is to provide data conversion and data migration that preserves legacy data dating back to the origin of the current IMS system, which is approximately 21 years.

Describe, in detail, your approach to image and data conversion and migration as specified in the Statement of Work. Include in your Proposal a description of how data elements and schema are identified, analyzed, implemented, and migrated.

Topic 3: Per the Statement of Work (section 6.4.7), Contractor is to provide metrics for data sources and implement data analytics and reports to measure performance across Solution processes.

Describe, in detail, your approach to metric design and implementation within your Solution as required in the Statement of Work. Include in your Proposal a description of the methods used to identify measurements, design metrics that concretely measure business processes, and develop

reports that provide comprehensive point-in-time and historical assessments of business process performance.

Topic 4: Per the Statement of Work (section 6.4.8), Contractor is to provide a comprehensive quality assurance and testing plan to ensure that the Solution interfaces, workflows, and data are functioning properly.

Describe, in detail, your approach to test planning and Solution testing as required in the Statement of Work. Include in your Proposal a description of the following:

- **Types of testing to be performed**
- **Frequency of testing**
- **Method for creating test cases**
- **Standard criteria for test passage/exception**
- **Method for reporting of testing results**

7.4.1.6 Tab F: Solution Demonstration

In addition to the written Proposal, the Respondent must prepare and submit a Demonstration of their core Solution. The Demonstration should show the basic functionality and provide a representative of the look and feel of the Solution. The bulk of the Demonstration should be animated, or live captured, but static screen shots may be used to supplement the video. An audio or text narrative is required and must be synchronized with the video. The demonstration must be broken into two parts. Part one demonstrating the basic user functionality and part two demonstrating the administrator functionality. The total length of the demonstration should not exceed two (2) hours.

Below is a script for what the demonstration should include and how it is to be ordered:

User Interface

The Respondent must demonstrate the following functions of the User Interface:

1. **Login:** Demonstrate the startup login and how to navigate to at least three different user graphical user interfaces (GUIs).
2. **Capture:** Demonstrate what the scanner operator will see as they are scanning.
3. **Recognition:** Demonstrate the level of recognition the Solution will deliver.
4. **Exception Handling:** Demonstrate the process for perfecting data elements, correcting poor images, handling mixed transactions, and correcting misidentified documents.
5. **File Output:** Demonstrate the initiation process to output a file and how the file transfer is acknowledged.
6. **Image Archive:** Demonstrate general functionality to search and view images. Include a demonstration how internal (within Department network) and external (outside of the Department network) customers will search and view images.
7. **Reports:** Demonstrate report generation and the ways to view, save and print reports. Show how statistical data is captured on all demonstrations for user processing. This should cover the workflows above.

8. **Workflow Monitoring:** Demonstrate the mechanism utilized to track the workflow.

In addition to the above, the Demonstration of the User Interface must include the following document types:

- Structured - *Must include a demonstration of the process used to capture data from structured forms.*
- Unstructured – *Must include a demonstration of the process used to capture data from unstructured forms.*
- Checks – *Must include a demonstration of the workflow for processing a check through completion into a check21 ready image and file. Also, include a demonstration of the process used to identify and eliminate duplicate payments.*
- Coupon and letter sized documents.
- Documents with multiple data fields - *A minimum of 10 data fields that are non-contiguous.*

Note: A single document may represent multiple document types. Example: a document may be structured, letter-sized, and have multiple data fields.

Administrator Interface

The Respondent must demonstrate the following functions of the Administrator Interface:

1. **Workflow Creation:** Demonstrate how a new workflow is created and configured.
2. **Image/Data Management:** Demonstrate how to configure image and data management.
3. **Security:** Demonstrate how security levels are set within the Solution and the options for protecting the data. Include an example of the available security parameters as they relate to accessing different types of documents.
4. **Administrator Troubleshooting Functions:**
 - a. Demonstrate how Solution system error / warning logs are created, accessed and how they can be utilized for troubleshooting issues.
 - b. Demonstrate the database utilized with the Solution and what products are best used to query data inside the database for research purposes.

7.4.2 Volume II, Administrative Proposal

The Vendor shall furnish 1 paper copy of Volume Two: Administrative, and it shall be sealed and clearly marked as the “Original/Master Copy”

In addition to the required paper copy, the Vendor shall furnish one electronic set of Volume Two: Administrative, etc.

The Vendor should write the electronic copy on CD-ROM or DVD in a single .pdf file format.

Volume Two: Administrative, etc., shall be sealed in a separate box/container/envelope and clearly labeled as to which volume is enclosed in accordance with Section 7.1.

Using the instructions outlined below, Respondents must prepare an Administrative Proposal volume in the order outlined. If a portion of any section is omitted, the Proposal may be deemed Non-Responsive at the discretion of the Department.

Volume I	Administrative Proposal	Page Limit
Tab A	Transmittal Letter	5
Tab B	Solicitation Forms	N/A
Tab C	Disclosures and Attestations	N/A

7.4.2.1 Tab A: Transmittal Letter

Each Respondent must prepare and include a Transmittal Letter of no more than five (5) pages total that summarizes the key points from the Respondent's Administrative, Technical, and Price volumes.

The Transmittal Letter serves as the document covering the transmittal of the response package. The Letter must provide the complete name and address of the vendor's firm and the name, title, mailing address, telephone number, and email address of the official contact and an alternate, if available, who may be available to be contacted by telephone or will attend meetings, as may be appropriate, regarding the solicitation. In addition, the Transmittal Letter shall provide the name and title of the individual who has the authority to contractually bind the Respondent.

The transmittal letter shall also include the following:

- A statement affirming that all requirements described in Attachment A can be met by the Respondent's offered Solution.
- A statement affirming that Respondent's work for phases 0-5c will be completed by June 30, 2022.
- A statement affirming that Respondent's pricing for phases 0-5c does not exceed \$6,000,000.
- A statement affirming that Respondent's pricing for phases 1-4 does not exceed 35% of the implementation services pricing.
- A statement offering the Respondent's proposal for a duration of not less than 180 days.
- A statement affirming that the proposed IT Hardware and equipment required for the Solution to function can be sourced from the contract(s) specified.

7.4.2.2 Tab B: Solicitation Forms

Each Respondent must complete and include the following Solicitation Forms:

- Solicitation Acknowledgement Form(s) (1st Page of RFP)

7.4.2.3 Tab C: Disclosures and Attestations

Each Respondent must complete and include the following Disclosures and Attestations:

- Attachment E: Vendor Financial Attestation
- Attachment F: Vendor Responsibility Disclosure

- Attachment G: Vendor Conflicts of Interest Attestation
- Attachment H: Vendor Principal Place of Business Attestation
- Attachment I: Vendor Drug-Free Workplace Attestation
- Attachment J: Vendor Scrutinized Companies Lists Attestation
- Attachment K: Agreement to Maintain the Security of Confidential Information

7.4.3 Volume III, Price Proposal

The Vendor shall furnish 1 paper copy of Volume Three: Price, and it shall be sealed and clearly marked as the “Original/Master Copy”

In addition to the required paper copy, the Vendor shall furnish one electronic set of Volume Three: Cost.

The Vendor should write the electronic copy on CD-ROM or DVD in a single .pdf file format.

Volume Three: Cost, shall be sealed in a separate box/container/envelope and clearly labeled as to which volume is enclosed in accordance with Section 7.1.

The Vendor shall provide the rate(s) for unspecified/unknown tasks. See Section 5.6.

Using the instructions outlined below, the Respondent must prepare and submit a Price Proposal volume detailing their price for the commodities and/or contractual services that they will provide to the Department. The Price Proposal shall be packaged in a separately sealed package within Respondent’s submission package and shall be clearly labeled as “Price Proposal” on the outside of the package or envelope. The Price Proposal is to be organized into Tabs as directed below and must contain complete responses to all items. If a portion of any section is omitted, the Proposal may be deemed Non-Responsive at the discretion of the Department.

Volume III	Price Proposal	Page Limit
Tab A	Price Sheet	N/A

7.4.3.1 Tab A: Price Sheet

Each Respondent must complete and include the Price Sheet (Attachment D) as Tab A of the Price Proposal.

END OF SECTION

SECTION 8.0 PROPOSAL EVALUATION

Proposals are scored by an Evaluation Committee consisting of at least three (3) qualified persons with the requisite knowledge and ability to conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. All responsive Proposals will be scored to determine which Proposal is the most advantageous to the Department, taking into consideration price and other criteria set forth in this RFP. The Department may award a Contract to one, or more, Vendor(s), or to no Vendors, based upon aggregate points and what is most advantageous to the Department.

8.1 SELECT MANDATORY COMPLIANCE ITEMS REVIEW

Table 8.1-1 outlines the conditions or requirements that must be met in order to have a responsive Proposal to this Request for Proposal. The Department will perform a Selected Mandatory Compliance Items Review on every Proposal received to validate compliance with the items listed in Table 8.1-1 below. This review does not assign any scores but is simply a pass/fail review. Proposals that fail one or more of the items listed in the table will be rejected and not considered further.

If a Proposal passes all items being reviewed under Table 8.1-1, the Department will continue the Proposal evaluation as described in the next section(s).

Table 8.1-1

Item #	Mandatory Item	Yes/No
1	Did Proposal arrive sealed, on the correct date and time?	
2	Confirm that the Vendor is not on the Suspended Vendor List.	
3	Confirm that the Vendor is not on the Convicted Vendor List.	
4	Confirm that the Vendor is not on the Discriminatory Vendor List.	
5	Confirm that the Vendor is not on the Federal Excluded Parties List.	
6	Confirm that the Vendor is not on the List of Prohibited Investments (Scrutinized Companies).	
7	Confirm that the Vendor Transmittal Letter contains affirming statements for all required items (see Section 7.4.2.1)	

The Department will verify that all other mandatory requirements have been satisfied as outlined in this Request for Proposal. Vendors failing to meet a mandatory requirement will be rejected as non-responsive and not considered further. Proposals that pass the Selected Mandatory Compliance Items will be evaluated and scored according to the method detailed in this section.

8.2 EVALUATION PROCESS

Each member of the Evaluation Committee will score each Respondent's Demonstration and Technical Proposal separately. Using the scoring guidelines provided below, each Evaluator will assign a numerical score from zero (0) to five (5) to each Topic:

Numerical Score	Evaluation Word	Description
5	Superior	Reply exhaustively addresses the evaluation criterion or demonstrates extraordinary experience related to the criterion.
4	Excellent	Reply extensively addresses the evaluation criterion or demonstrates exceptional experience related to the criterion.
3	Acceptable	Reply adequately addresses the evaluation criterion or demonstrates sufficient experience related to the criterion.
2	Fair	Reply minimally addresses the evaluation criterion or demonstrates nominal experience related to the criterion.
1	Poor	Reply inadequately addresses the evaluation criterion or demonstrates limited experience related to the criterion.
0	Missing	Reply does not address the evaluation criterion or does not demonstrate experience related to the criterion.

8.3 PAST PERFORMANCE EVALUATION (200 POINTS)

The Department will conduct a Past Performance Evaluation of the received from Respondent’s References. The Department will average the Respondent’s three (3) Reference scores, divide the average by the highest possible score, and multiply the result by 200 points to arrive at the Respondent’s Final Past Performance Score for the RFP.

$$\frac{\text{Average Reference Score}}{\text{Highest Reference Score}} \times 200 \text{ Points} = \text{Final Past Performance Score}$$

8.4 SOLUTION REQUIREMENTS EVALUATION (50 POINTS)

For each listed requirement, the Respondent shall indicate the degree of fit of the Solution to the requirement and identify any necessary customizations required to bring the Solution into full compliance with the requirement. Using the Respondent-provided response to each line item of the Solution Requirements Excel spreadsheet, the Department will assign a “Degree of Fit” percentage score according to the table below:

Respondent Response	Degree of Fit Percentage Score
Full Fit	1.00
Customization: One to Twelve (1 – 12) Weeks	0.90
Customization: Thirteen to Twenty-four (13 – 24) Weeks	0.85
Customization: Twenty-five to Thirty-six (25 – 36) Weeks	0.80
Customization – Thirty-seven to Fifty-two (37 – 52) Weeks	0.75
Not Offered*	0.00

*Failure to offer a Solution Requirement will result in disqualification.

The Department will calculate the Requirements Evaluation Score by multiplying the value of each requirement by the Degree of Fit Percentage Score and summing the results.

$$\sum (\text{Percentage} \times \text{Requirement Value}) \times 50 \text{ Points} = \text{Final Requirements Score}$$

8.5 DEMONSTRATION EVALUATION (150 POINTS)

Each evaluator will work independently to review and score Respondent's Demonstration using the Evaluation Criteria in the order and method they deem most effective. Upon completion of the Demonstration evaluation, the evaluators will submit their scores to the Procurement Officer for tabulation.

After the evaluation team assigns scores, the Department will calculate the Respondent's Final Demonstration Score as follows:

1. Multiply the Assigned Score by the Topic Weighted Value
2. Average the Respondent's Topic Scores
3. Sum the Average Topic Scores

$$\sum \left(\frac{Score_A \times Value_T}{Evaluator_N} \right) = Final\ Demonstration\ Score$$

8.6 TECHNICAL PROPOSAL EVALUATION (400 POINTS)

Each evaluator will work independently using the Evaluation Criteria to review and score Respondent's Technical Proposal in the order and method they deem most effective. Upon completion of the Technical Proposal evaluation, the evaluators will submit their scores to the Procurement Officer for tabulation.

After the evaluation team assigns scores, the Department will calculate the Respondent's Final Technical Score as follows:

4. Multiply the Assigned Score by the Topic Weighted Value
5. Average the Respondent's Topic Scores
6. Sum the Average Topic Scores

$$\sum \left(\frac{Score_A \times Value_T}{Evaluator_N} \right) = Final\ Technical\ Score$$

8.7 PRICE PROPOSAL EVALUATION (200 POINTS)

The Respondent's Price Proposal Score will be calculated by the Department as follows:

1. Divide the Lowest Respondent's Total Price ($Price_L$) by Respondent's Total Price ($Price_T$) and multiply the resulting price ratio by 200 points

$$\left(\frac{Price_L}{Price_T} \right) \times 200 = Final\ Price\ Score$$

8.8 COMPILATION OF SCORES

To arrive at each Respondent's Final Score, the Department will sum the Respondent's Scores for Past Performance, Requirements, Solution Demonstration, Technical, and Price.

$$\begin{aligned} & \textit{Past Performance} + \textit{Requirements} + \textit{Demonstration} + \textit{Technical} + \textit{Price} \\ & = \textit{Final Overall Score} \end{aligned}$$

The Department may make an Award to the Respondent having the Proposal that receives the highest Final Overall Score as the most advantageous to the Department, taking into consideration the price and other evaluation criteria explained in this section. The Department reserves the right to award to the next highest-ranked respondent if the higher ranked respondent is unable to meet the Contract terms, conditions, or performance requirements of the Contract.

END OF SECTION

SECTION 9.0 PROPOSAL CHECKLIST

To ensure that Respondent response package can be accepted, please be sure the following items are fully completed and enclosed:

Volume I: Technical Proposal [One (1) Original; five (5) Copies]

- Tab A: Solution Requirements (Attachment A)
- Tab B: Hardware and Equipment Requirements
- Tab C: Project Management
- Tab D: Implementation Approach
- Tab E: Technical Approach
- Tab F: Solution Demonstration

Volume II: Administrative Proposal [One (1) Original]

- Tab A: Transmittal Letter
- Tab B: Solicitation Forms
 - Solicitation Acknowledgement Form(s) *[If Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.]*
- Tab C: Disclosures and Attestations
 - Attachment E: Vendor Financial Attestation
 - Attachment F: Vendor Responsibility Disclosure
 - Attachment G: Vendor Conflicts of Interest Attestation
 - Attachment H: Vendor Principal Place of Business Attestation
 - Attachment I: Vendor Drug-Free Workplace Attestation
 - Attachment J: Vendor Scrutinized Companies Lists Attestation
 - Attachment K: Agreement to Maintain the Security of Confidential Information

Volume III: Price Reply [One (1) Original; Sealed Separately]

- Tab A: Price Sheet

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. Failure to comply with any instructions of the RFP may be grounds for deeming a Proposal as non-responsive and not eligible for award.

SECTION 10.0 TECHNICAL AND PROCUREMENT EXHIBITS

The following Technical and Procurement Exhibits, located in the Procurement Library, are hereby incorporated by reference. The specified attachments provide details and information regarding the current IMS and should be used by the Vendor in creating their Proposal.

Procurement Library Link: <http://floridarevenue.com/Pages/IMS-Modernization-Project.aspx>

Attachment A: Solution Requirements

Exhibit 1a: IMS Reports/Metrics

Exhibit 1b: IMS Reports Metrics (CAMS Imaging)

Exhibit 1c: Sunrise Reports

Exhibit 1d: IMS Processing Metrics 2019

Exhibit 1e: Volumes by document Type

Exhibit 2a: Interface Catalogue

Exhibit 2b: IMS Modernization Interfaces PowerPoint

Exhibit 3a: List of Identified Forms (CS-ES20)

Exhibit 3b: List of Identified Forms (CS-PO20)

Exhibit 3c: List of Identified Forms (CS-PO90)

Exhibit 4: IMS Batch and Form Processing Listing

Exhibit 5: IMS Mailroom Equipment and Scanning Inventory

Exhibit 6: Number of Licensed Users

Exhibit 7: Black Out Dates of 2020

Exhibit 8: 2019 IMS Retention Schedules

Exhibit 9a: Standard Operating Procedure (Account Number Search)

Exhibit 9b: Standard Operating Procedure (Batch List)

Exhibit 9c: Standard Operating Procedure (Batch Search)

Exhibit 9d: Standard Operating Procedure (Batch Submission)

Exhibit 9e: Standard Operating Procedure (Business Partner Info)

Exhibit 9f: Standard Operating Procedure (Contract Object Search)

Exhibit 9g: Standard Operating Procedure (Coupon Check Detail Additional Info)

Exhibit 9h: Standard Operating Procedure (Coupon Check Detail)

Exhibit 9i: Standard Operating Procedure (Deposit Information Advanced Search)

Exhibit 9j: Standard Operating Procedure (Deposit Information Basic Search)

Exhibit 9k: Standard Operating Procedure (Dollar Amount Search)

Exhibit 9l: Standard Operating Procedure (MICR Number Search)

Exhibit 9m: Standard Operating Procedure (Micro Roll Frame Search)

Exhibit 9n: Standard Operating Procedure (Partial Check Information Search Results)

Exhibit 9o: Standard Operating Procedure (Reports Home)

Exhibit 9p: Standard Operating Procedure (SunRise Overview)

Exhibit 9q: Standard Operating Procedure (Validation Period Search Results)

Exhibit 9r: Standard Operating Procedure (Viewing Images)

Exhibit 10: Standard Contract

ATTACHMENT A: SOLUTION REQUIREMENTS

Respondents shall download, complete, and submit Attachment A: Solution Requirements document from the Procurement Library, located in the link below:

Procurement Library Link: <http://floridarevenue.com/Pages/IMS-Modernization-Project.aspx>

ATTACHMENT B: EVALUATOR SCORE SHEETS

Respondent's Name: _____

Evaluator Name: _____

Evaluation Date: _____

Demonstration Evaluation (Tab F)

User Interface	Score	Weight	Value
<i>Factor 1: Login and Graphical User Interface (GUI)</i>	Choose an item.	1.00	5
Based upon the Respondent's Demonstration, their Solution possesses _____ graphical interface and login capability.			
<i>Factor 2: Image Capture</i>	Choose an item.	4.00	20
Based upon the Respondent's Demonstration, their Solution possesses _____ capability for image capture.			
<i>Factor 3: Image Recognition</i>	Choose an item.	4.00	20
Based upon the Respondent's Demonstration, their Solution possesses _____ capability for data and document type recognition.			
<i>Factor 4: Exception Handling</i>	Choose an item.	3.00	15
Based upon the Respondent's Demonstration, their Solution possesses _____ capability for perfecting data elements, correcting poor images, handling mixed transactions, and correcting misidentified documents.			
<i>Factor 5: File Output</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability to output a file and acknowledge the file transfer.			
<i>Factor 6: Image Archive</i>	Choose an item.	3.00	15
Based upon the Respondent's Demonstration, their Solution possesses _____ capability to search and view images inside and outside the Department's network.			
<i>Factor 7: Reporting</i>	Choose an item.	3.00	15
Based upon the Respondent's Demonstration, their Solution possesses _____ reporting capability, including report generation, viewing, exporting, saving, and printing reports.			
<i>Factor 8: Workflow Monitoring</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability to track workflows and process queues.			

Administrator Interface	Score	Weight	Value
<i>Factor 1: Workflow Creation</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability			
<i>Factor 2: Image/Date Management</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability			
<i>Factor 3: Security</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability for setting security levels and data protections.			

<i>Factor 4: Administrator Troubleshooting Functions</i>	Choose an item.	2.00	10
Based upon the Respondent's Demonstration, their Solution possesses _____ capability related to errors and warning logs creation, access, and troubleshooting.			

Technical Proposal Evaluation

Tab C: Project Management	Score	Weight	Value
<i>Factor 1: Key Personnel</i>	Choose an item.	5.00	25
<p>Based upon the Respondent's description of their proposed Key Personnel and how those Key Personnel meet the Key Personnel requirements outlined in the Statement of Work, they possess _____ Key Personnel required to fulfill the requirements of the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Did the Respondent identify required Key Personnel? • Does the Respondent demonstrate that the Key Personnel proposed possess skillsets that are adequate to fulfill the requirements of the Statement of Work? 			
<i>Factor 2: Project Staffing</i>	Choose an item.	3.00	15
<p>Based upon the Respondent's description of their proposed additional project personnel and how those personnel will assist them in meeting the requirements outlined in the Statement of Work, as well as a review of their organization chart, they possess _____ experience required to fulfill the requirements of the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Are the additional personnel level demonstrated by the Respondent delineated in the organizational chart? • Does the Respondent clearly articulate the number and type of additional project personnel that they will provide? • Does the Respondent clearly articulate how the additional project personnel identified will assist them in meeting the requirements presented in the Statement of Work? 			
<i>Factor 3: Risk and Issue Management</i>	Choose an item.	6.00	30
<p>Based upon the Respondent's description of their approach to management of risks, actions, issues, and decisions, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Does Respondent describe a comprehensive method for capturing the required project information from initiation to close? • Has Respondent presented a method for identification, analysis, and classification of risks, actions, issues, and decisions to ensure correct prioritization and management? • Does Respondent demonstrate how risks, actions, issues, and decisions are tracked and managed? 			
<i>Factor 4: Schedule Management</i>	Choose an item.	6.00	30
<p>Based upon the Respondent's description of their approach to schedule management, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Does the Respondent identify the tool(s) used for schedule management? 			

- Does the Respondent address the methods for planning activity durations, defining activity sequences, and determining required resources?
- Does the Respondent explain the process(es) for managing the Project schedule, including updates, changes, and reporting?

Tab D: Implementation Approach	Score	Weight	Value
<i>Factor 1: Overall Approach</i>	Choose an item.	20.00	100
<p>Based upon the Respondent’s description of their overall Project approach and high-level timeline, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Has Respondent specified a coherent method for identifying and tracking requirements to ensure those requirements are met? • Has Respondent identified examples of implementations of similar size and scope with government clients? • Has Respondent demonstrated successful experience with large, complex, multi-year deployments of their Solution? • Did Respondent include a description of how they manage multiple groups of stakeholders with various levels of interest and authority? 			
<i>Factor 2: Business Process Re-Engineering</i>	Choose an item.	6.00	30
<p>Based upon the Respondent’s description of their approach to, and experience with, business process re-engineering, their proposal represents a(n) _____ capability to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Does Respondent include a description of elicitation methods used in identifying and assessing current-state business processes, e.g. meetings, document reviews, interviews, etc.? • Does Respondent describe the approach used to analyze and document the current business processes and design new processes in light of the Solution’s capabilities? 			
<i>Factor 3: Organizational Change Management</i>	Choose an item.	8.00	40
<p>Based upon the Respondent’s description of their organizational change management experience and processes, their Proposal represents a(n) _____ capability to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Has Respondent presented an approach to Organizational Change Management that has demonstrated success in projects of similar size and scope to the Project included in the Statement of Work? • Has Respondent identified methods for assessing project impacts and employee readiness for change? • Has Respondent included sample training materials that illustrate their capabilities to design, administer, and assess training effectiveness? 			
<i>Factor 4: Workforce Transition and Training</i>	Choose an item.	6.00	30

Based upon the Respondent's description of their experience and approach to workforce transition, their proposal represents a(n) _____ approach to accomplish the Statement of Work.

Consider in your evaluation the following points:

- Has Respondent demonstrated previous experience with providing training to various levels of skills and roles in their Solution?
- Has Respondent illustrated their proficiency in assessing the effectiveness of their training?
- Has Respondent presented a coherent and proven method for certifying staff as proficient with Solution processes and methods?

Tab E: Technical Approach	Score	Weight	Value
<i>Factor 1: Interface Design and Implementation</i>	Choose an item.	6.00	30
<p>Based upon the Respondent's description of their method and experience with interface design and configuration, their proposal represents a(n) _____ capability to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Did Respondent provide a proven method for assessing interfaces with other systems and for designing interfaces compatible with the Solution? • Did Respondent demonstrate evidence of successful implementation of interfaces between the Solution and outside systems? 			
<i>Factor 2: Data Conversion and Migration</i>	Choose an item.	4.00	20
<p>Based upon the Respondent's description of their approach to data conversion and migration, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Did Respondent demonstrate a proven method for assessing the data within an existing system, a process for converting the data to the new Solution, and the approach to migrating the data to the new Solution? 			
<i>Factor 3: Reporting and Metrics Design</i>	Choose an item.	4.00	20
<p>Based upon the Respondent's description of their reporting and metrics design methodology, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Has Respondent illustrated a proven methodology for developing business performance measures, metrics, and reports? Has Respondent provided evidence of this method's effectiveness in previous projects? 			
<i>Factor 4: Quality Assurance and Testing</i>	Choose an item.	6.00	30
<p>Based upon the Respondent's description of their approach to test planning and Solution testing, their proposal represents a(n) _____ approach to accomplish the Statement of Work.</p> <p>Consider in your evaluation the following points:</p> <ul style="list-style-type: none"> • Does Respondent include a comprehensive approach to the development of tests and their supporting data? 			

- Did Respondent concretely demonstrate how their testing approach was followed and ensured successful Solution functionality and/or corrected defects in a previous implementation?

ATTACHMENT C: VENDOR PAST PERFORMANCE FORM

Respondent's Name: _____

Reference Name & Title: _____

Reference Company _____

To whom it may concern:

Your company has been selected by the above-referenced Respondent to provide a Past Performance Reference in support of the Florida Department of Revenue's Request for Proposal (RFP) for a Document and Remittance Processing System. This system is vital to the scanning, processing, and depositing of tax revenues for the State of Florida, and we are interested in any feedback your company can provide to further our evaluation of the Respondent above.

Please complete the form below, and either:

1) Seal it in a #10 envelope with your signature across the back fold, include your company's name and the Respondent's name on the outside of the envelope so we can verify receipt, and mail it to the Department at the following address:

2) Email it from a company email address, and not a personal email address, to the Procurement Officer at the following email:

Michael.Weyant@floridarevenue.com

Procurement Office
Florida Department of Revenue
2450 Shumard Oak Boulevard
Building 2-1600
Tallahassee, Florida 32399-0100

We appreciate your time and assistance,

Sincerely,

The Florida Department of Revenue

Date of Form Completion: _____

Please describe the work the Respondent performed for your company:

For the next questions, please rate the Respondent's performance using the following scale:

(5) Superior (4) Excellent (3) Acceptable (2) Fair (1) Poor (0) Unacceptable

1. How would you rate the Vendor's overall quality of work?	
2. How would you rate the Vendor's Solution user interface?	
3. How would you rate the Vendor's use of adequate personnel in quantity, experience, and professionalism?	
4. How well did the Vendor's adhere to the agreed-upon schedule?	
5. How would you rate the Vendor's implementation approach?	
6. How well do you think this company handles change (i.e. Organizational change, scope change)?	
7. How well did the software meet your expectations based on the specified business needs and requirements?	
8. How well did the Vendor Solution meet or exceed your processing volumes	
9. How would you rate the responsiveness of the Vendor during the implementation process?	

Is there any other information you would like to share about this Respondent?

Company Name

Signature

Authorized Representative
Name and Title

Date

ATTACHMENT D: PRICE SHEET

Respondents must provide a price for each item listed below. Respondent’s pricing must include all things necessary to provide the commodities and contractual services as specified in the Statement of Work. Contractor shall include any indirect or non-specified costs associated with providing the Project in the priced line items below. Note: Pricing for Phases 1-4 shall not exceed 35% of the implementation services pricing.

Software Licensing

ID	Deliverable Name	Price
SL-001	Solution Software ¹	
Software Total		

¹Contractor shall provide a price for licensing of the entire Solution, including any and all application software package(s).

Implementation Services – Completion

ID	Deliverable Name	Price
PM-001	Project Management Plan ²	
PM-001a	Scope Management	
PM-001b	Requirements Management	
PM-001c	Schedule Management Plan	
PM-001d	Quality Management Plan	
PM-001e	Resource Management Plan	
PM-001f	Communications Management Plan	
PM-001g	Risk Management Plan	
PM-001h	Stakeholder Engagement Plan	
PM-001i	Change Management Plan	
PM-001j	Configuration Management Plan	
PM-001k	Project Scope Baseline	
PM-001l	Project Schedule Baseline	
SQ-001	Solution Testing Plan	
Services Phase 1 Total⁵		

²Respondent shall provide a single price for all Project Plan components.

ID	Deliverable Name	Price
HW-001	Hardware Validation	
SW-001	Solution Installation and Setup	
SW-002	Solution Configuration Documentation	
Services Phase 2 Total⁵		

ID	Deliverable Name	Price
SA-001	Documentation Review and Recommendation	
SA-002	Business Process Documentation	
SA-003	System Interface Documentation	
Services Phase 3 Total^{3,5}		

³Contractor shall provide a total price for all activities occurring during Phase 3.

ID	Deliverable Name	Price
PL-001	Document Processing Groupings (DPG) List	
PL-002	Master Transition Plan and Schedule	
PL-003	Organizational Change Management Plan	
Services Phase 4 Total⁵		

Implementation Services – Earned Value

ID	Deliverable Name	Price
SD-001	DPG Design and Implementation Plan	
SV-001	DPG Configuration	
SQ-002	Solution Testing and Results	
SV-002	System Documentation (Administrator and User Manuals)	
SV-003	DPG Data Conversion and Migration	
SI-001	DPG Business Process Transition	
SI-002	DPG Workforce Transition	
Services Phase(s) 5a - 5c Total^{4, 5}		

⁴Contractor shall provide a total price for all activities occurring during Phase(s) 5a - 5c, the exact payment amounts will be determined by actual earned value each month during Phase(s) 5a - 5c.

⁵The total pricing for phases 0-5c should not exceed \$6,000,000. Any Proposals exceeding this amount will be considered non-responsive and not considered for award.

Support and Maintenance Services

Contractor shall provide annual pricing for support and maintenance:

ID	Deliverable Name	Payment Type	Price
SM-002	Solution Support and Maintenance ⁵	Initial Year 4	
SM-003	Solution Support and Maintenance ⁵	Initial Year 5	
MR-001	Solution Support and Maintenance ⁵	Renewal Year 1	
MR-002	Solution Support and Maintenance ⁵	Renewal Year 2	
MR-003	Solution Support and Maintenance ⁵	Renewal Year 3	
MR-004	Solution Support and Maintenance ⁵	Renewal Year 4	
MR-005	Solution Support and Maintenance ⁵	Renewal Year 5	
Services Phase 6 Total			

⁶Support and maintenance will commence on the 1st day of the new contract year, beginning in Initial Year 4. Support and maintenance for initial years 1-3 shall be included in the fees charged for Phases 1-5.

Unspecified/Unforeseen Tasks

Please complete the following table for any/all roles priced for Unspecified/Unforeseen tasks:

Role/Position	Hourly Rate ⁶

⁶Hourly rates proposed for Unspecified/Unforeseen tasks are “not to exceed” contract rates. These rates will not be considered in the Proposal Evaluation.

Respondent Signature

Signature: _____

Date: _____

Name of Respondent /Company: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Respondent must not alter this Price Sheet except to include pricing information as requested. Any footnotes, notations, and exceptions made to or on this form by the Respondent will not be considered, and inclusion of any such items may be grounds for a Proposal being rejected as non-responsive and not eligible for award.

ATTACHMENT E: VENDOR FINANCIAL ATTESTATION

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

Signature

Date

ATTACHMENT F: VENDOR RESPONSIBILITY DISCLOSURE

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent's Responsibility pursuant to section 287.012(25), Florida Statutes.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the Vendor:

1. Been the subject of civil litigation or settlements? No Yes
2. Been subject to criminal judgments or administrative actions? No Yes
3. Been suspended or barred from participation in any competitive process or contract award? No Yes
4. Had any licenses or certifications suspended, revoked, or canceled? No Yes
5. Had any contracts or agreements terminated for cause? No Yes
6. Been the subject of bankruptcy proceedings? No Yes
7. Undergone a major change of organizational structure, ownership, or name? No Yes

Signature

Date

ATTACHMENT G: VENDOR CONFLICTS OF INTEREST ATTESTATION

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Revenue employee.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
 _____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Revenue; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the respondent, or its affiliates; and
- Vendor's officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

Employee Disclosure:

Full Legal Name	DOR Position Title	Disclosed Position Held or % of Ownership

Signature

Date

ATTACHMENT H: VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

All Respondents must complete section I. Pursuant to section 287.084(2), Florida Statutes. if the Respondent's principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, complete Section II.

Section I. Respondent's Principal Place of Business

(Please select one)

- The Respondent's principal place of business is in the State of Florida.
- The Respondent's principal place of business is outside of the State of Florida.

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

- The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent's principal place of business is in the **political subdivision** of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

RESPONDENT'S ATTORNEY	
Signature:	Phone #: () -
Name:	Address:
State of Licensure:	
Bar Number:	Date of Admission:

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

ATTACHMENT I: VENDOR DRUG-FREE WORKPLACE ATTESTATION

Per section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, the bid, Reply, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of section 287.087, Florida Statutes shall be given preference in the award process.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of section 287.087, Florida Statutes.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of section 287.087, Florida Statutes.

Signature

Date

ATTACHMENT J: VENDOR SCRUTINIZED COMPANIES LISTS ATTESTATION

Per section 287.135, Florida Statutes, agencies are prohibited from contracting with Vendors for commodities or contractual services valued at over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, pursuant to section 215.473, Florida Statutes.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

The Vendor submitting this Response is not listed on any of the following lists:

- Scrutinized Companies with Activities in Sudan List
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
- Scrutinized Companies that Boycott Israel List

I understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Vendor to immediate contract termination, civil penalties, attorney's fees, and/or other costs.

Company Name

Signature

Authorized Representative
Name and Title

Date

ATTACHMENT K: AGREEMENT TO MAINTAIN THE SECURITY OF CONFIDENTIAL INFORMATION

Departmental policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources is based upon a legislative directive and federal policy. By signing this agreement, you are acknowledging that you understand the policy as described herein and that you agree to abide by it.

Disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on returns, received in phone calls, and other communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department of Revenue by any person, any amendment or supplement and all supporting schedules, attachments or lists.

Disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department of Revenue is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.

The Department has an obligation to the taxpayer or custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department of Revenue and prevent its unauthorized disclosure.

IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION SHOULD NOT BE DISCLOSED. Any questions should be directed to the Contract Manager who will discuss with the Department's Office of General Counsel.

By signing this agreement, you are agreeing to abide by the departmental policy described above and that you will not release any specific taxpayer or child support information which you might obtain while providing services for the Department of Revenue.

I have reviewed the foregoing and my signature below indicates I understand the departmental policy and accept responsibility for complying with it.

Company Name

Signature

Authorized Representative

Date