



Department of Financial Services

State of Florida
Department of Financial Services

Request for Proposals (RFP)
Number: RLAC-9999-17020
Accounting, Forensic Accounting Analysis and
Expert Witness Testimony Services

Procurement Officer:
Jill Hancock, FCCM, CPM
Department of Financial Services, Division of Rehabilitation and Liquidation
Purchasing and Contractual Services
2020 Capital Circle, SE
Alexander Building, 3rd Floor
Tallahassee, FL 32301
Email: Rehab.Procurement@myfloridacfo.com

Failure to file a protest within the time prescribed in section 120.57(3), F. S., 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, F.S.

CONTENTS

SECTION 1. Introduction	6
1.1 Purpose	6
1.2 Solicitation Objective	6
1.3 Term	6
1.4 Definitions	6
1.5 Special Accommodations	7
1.6 Procurement Officer	7
SECTION 2. RFP Process	8
2.1 Overview of the RFP	8
2.1.1 Solicitation Phase	8
2.1.1.1 Pre-Response Conference	8
2.1.1.2 Question and Answer Period	8
2.1.1.3 Submission of Responses	8
2.1.1.4 Public Opening	8
2.1.2 Evaluation Phase	9
2.1.2.1 Administrative Review	9
2.1.2.2 Technical Response Evaluation	9
2.2 Timeline	9
2.3 Addenda/AmendmentS to the RFP	10
2.4 Contract Formation	10
2.5 Disclosure of Response Contents	10
2.6 Withdrawal of Responses	10
2.7 Clarification Process	10
2.8 Administrative Cure Process	11

2.9	Information from Other Sources	11
2.10	Diversity	11
SECTION 3. RESPONSE INSTRUCTIONS		12
3.1	Instructions to Respondents	12
3.2	MyFloridaMarketplace (MFMP) Registration.....	12
3.3	Who May Respond	12
3.4	How to Submit a Response	12
3.5	Contents of Response	13
3.6	Volume One: Response Qualification Documents	14
3.6.1	Cover Letter	14
3.6.2	Mandatory Criteria Certification and Required Documentation	14
3.6.3	Financial Documentation	14
3.6.4	Business References.....	14
3.6.5	Description of Contract Disputes	14
3.6.6	Other Required Documentation.....	15
3.7	Volume Two: Respondent’s Technical Response	15
3.8	Volume Three: Price Response (Separately Sealed).....	16
3.9	Confidential Response Materials and Redacted Submissions	16
3.9.1	Redacted Submissions	17
3.10	Additional Information	17
SECTION 4. Selection Methodology		18
4.1	Mandatory Criteria	18
4.2	Evaluation Team	18
4.3	Evaluation Criteria	18
4.3.1	Response Qualification.....	18
4.3.2	Technical Response	18

RFP #RLAC-9999-17020
Accounting, Forensic Accounting Analysis and Expert Witness Testimony Services
DFS-Division of Rehabilitation and Liquidation

4.3.3	Price Response	18
SECTION 5. AWARD		19
5.1	Basis of Award	19
5.2	Award Preferences for Identical Evaluations of Responses	19
5.3	The Department’s Recommendation of Award	19
5.4	Chief Financial Officer’s Approval	19
5.5	Posting of Decision	19
5.6	Execution of Contract	20

Attachments

#	Name	Intentionally Omitted	Attached for Reference	To Be Completed and Returned
A	Standard Contract, Including: Attachment 1, Standard Terms and Conditions, Attachment 2, Statement of Work, Addendum A, Public Records Requirements, and Addendum B, Data Security Requirements		✓	
B	Evaluator Score Sheet		✓	
C	Mandatory Criteria Certification			✓
D	Price Response Form			✓
E	Business Reference Form			✓
F	Award Preferences for Identical Evaluation of Responses Form		✓	
G	Principal Place of Business and Foreign State Preferences in Contracting Form			✓
H	Affidavit as to Compliance with Preferred Pricing Clause	✓		

SECTION 1. INTRODUCTION

1.1 PURPOSE

The Florida Department of Financial Services (Department) is issuing this Request for Proposals (RFP) to establish a contract for accounting, forensic accounting analysis and expert witness testimony services. The solicitation will be administered through the Vendor Bid System (VBS). Respondents interested in submitting a Response must comply with all of the terms and conditions described in this RFP.

1.2 SOLICITATION OBJECTIVE

The Department intends to enter into a contract using the Attachment A, Standard Contract, for forensic accounting analysis services, hereby incorporated by reference. The Department intends to make multiple awards, however the Department reserves the right to award one Respondent or multiple Respondents by region, or to make no award, as determined to be in the best interest of the State, as defined below.

1.3 TERM

The initial term of the Contract, as defined below, will be three (3) years beginning on the date of execution, and the Contract may be renewed for up to three (3) years in accordance with section 287.057, F.S. The Contract may be renewed in whole or in part for a period that will not exceed the renewal years listed in the Statement of Work (Attachment 2 to the Standard Contract), or the length of the Contract, whichever is longer. Renewal will be made at the renewal pricing specified in the Contract.

1.4 DEFINITIONS

The “General Contract Conditions” Form PUR 1000 (PUR 1000) and “General Instructions to Respondents” Form PUR 1001 (PUR 1001), found in Rule 60A-1.002, Florida Administrative Code (F.A.C.), are hereby incorporated by reference. In addition to the definitions in those forms, the following definitions also apply to this RFP:

Business Days - Monday through Friday, inclusive, except for State government holidays.

Confidential Information - Any documents, data, or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority.

Contract - The agreement that results from this competitive procurement, if any, between the Department and the Respondent identified as providing the most advantageous Response to the State.

Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.

Response - the formal response to an RFP.

Respondent - an entity that submits a Response to this RFP.

State - The state of Florida.

1.5 SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation due to a disability should contact the Department's Procurement Officer. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting.

1.6 PROCUREMENT OFFICER

Pursuant to section 287.057(23), F.S., and the PUR 1001, section 21, the Procurement Officer is the sole point of contact from the date of release of this RFP until the contract award is made. Violation of this provision may be grounds for rejecting a Response.

The Procurement Officer is:

Jill Hancock, FCCM, CPM
Department of Financial Services
Division of Rehabilitation and Liquidation
Purchasing and Contractual Services
Email: Rehab.Procurement@myfloridacfo.com

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS, at: http://myflorida.com/apps/vbs/vbs_main_menu in accordance with Section 2.1.1. below.

The Department will not talk to any Respondents or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone.

The email Rehab.Procurement@myfloridacfo.com is strictly for the submission of questions from Respondents during the question and answer period. Emails sent to this address that are requests for information other than the submission of questions, during the question and answer period, will not be answered.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL*****

SECTION 2. RFP PROCESS

2.1 Overview of the RFP

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. The RFP process involves two phases: Solicitation and Evaluation.

2.1.1 Solicitation Phase

2.1.1.1 Pre-Response Conference

The Department will not hold a pre-Response conference for Respondents to ask questions informally.

2.1.1.2 Question and Answer Period

Respondents may submit written questions or requests for clarification regarding the terms, conditions, requirements of the RFP and its attachments, and any processes described in those documents, to the Procurement Officer by email by the deadline listed in the Timeline, Section 2.2 of the RFP. The Department will address all inquiries submitted by the deadline listed in the Timeline below.

Questions will not constitute a formal protest of the specifications or of the solicitation. Responses to all written inquiries, and clarifications or addenda if made to the RFP, will be made through the VBS.

Each submission shall have the solicitation number in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	Document	Document Section	Document Page #	Question

2.1.1.3 Submission of Responses

Once the Department posts the answers to the questions, Respondents may begin submitting Responses as indicated in Section 3.4; however, Respondents are encouraged to submit their Responses no earlier than five (5) days prior to the submission deadline. Respondents' Responses must be submitted by the deadline listed in the Timeline below.

2.1.1.4 Public Opening

The Department will open the Responses in a public meeting at the date, time, and location noted in the Timeline. The Procurement Officer will review the entire Response to ensure that all required volumes were timely submitted, however prices will not be read aloud at the RFP Response opening.

2.1.2 Evaluation Phase

2.1.2.1 Administrative Review

All responses will be reviewed by the Procurement Officer to ensure that complete responses have been submitted and to ensure that the responses meet the minimum mandatory criteria listed in Attachment C, Mandatory Criteria Certification. Complete responses that meet the minimum mandatory criteria will be sent to the Evaluation Team for their qualitative review. In order to foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the RFP and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

2.1.2.2 Technical Response Evaluation

All initially responsive Responses reviewed by the Procurement Officer pursuant to Section 2.1.2.1 will be evaluated according to the criteria in Attachment B, Evaluator Score Sheet, and set forth in this RFP. The Responses will be scored individually and the points for price will be added to the evaluation team scores by the Procurement Officer. After the evaluation phase, the Procurement Officer will compile the final evaluation scores and forward them as the recommendation of award to the Chief Financial Officer or his designee.

2.2 TIMELINE

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to make adjustments to this schedule and will notify participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondent to check VBS on a regular basis for such updates.

Timeline	Event Time Eastern Time (ET)	Event Date
RFP posted on the VBS.	3:00 PM, EST	11/14/17
Deadline to submit questions to Procurement Officer.	5:00 PM, EST	11/20/17
Department's anticipated posting dated for answers to Respondents' questions on VBS.	5:00 PM, EST	11/29/17
Deadline to submit responses and all required documents to the Department.	3:00 PM, EST	12/06/17
Response opening. Division of Rehabilitation and Liquidation, 2020 Capital Circle SE, Tallahassee, FL, Alexander Building Room 370A	3:30 PM, EST	12/06/17
<u>Anticipated</u> date to post Notice of Intent to Award.		12/29/17

Anticipated Contract start date.		01/15/18
---	--	----------

2.3 ADDENDA/AMENDMENTS TO THE RFP

The Department reserves the right to modify this RFP by issuing addenda and/or amendments. All changes to the RFP will be made through addenda or amendments posted on the VBS. It is the responsibility of the Respondent to check for any changes on the VBS.

2.4 CONTRACT FORMATION

The Department may enter into a Contract with each Respondent awarded pursuant to Section 4. The Contract will consist of the Standard Contract, Attachment 1, Standard Terms and Conditions, Attachment 2, Statement of Work, the attached Addenda, relevant portions of the Response submitted by the awarded Respondent(s), and the Price Response submitted by the awarded Respondent(s). If there is any discrepancy between the Statement of Work and the incorporated relevant portions of the Response, the terms most favorable to the Department shall prevail. See the Standard Contract and its attachments for more details on final contract formation.

The Department 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 Response, except those identified in the Contract. The Respondent shall bring any perceived inconsistencies among any of the provisions of the RFP and its attachments to the attention of the Department prior to the submission of its Response. At any time during the solicitation, the Department may specifically identify and incorporate by reference any additional documents which are to be incorporated into the Contract. The Contract that results from this solicitation will be posted on the Internet on the Florida Accountability Contract Tracking System (FACTS) in accordance with section 215.985, F.S., “Transparency Florida Act.”

2.5 DISCLOSURE OF RESPONSE CONTENTS

All documentation produced as part of the RFP will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with Section 2.6. Once the Procurement Officer opens the Response, the Response may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), F.S.

2.6 WITHDRAWAL OF RESPONSES

The Respondent may modify a Response at any time prior to the due date by submitting a request to the Procurement Officer.

2.7 CLARIFICATION PROCESS

The Department may request clarification from the Respondent for the purpose of resolving ambiguities or questioning information presented in the Response. Clarifications may be requested throughout the solicitation process. The Respondent’s answers to requested clarifications must be in writing and must address only the information requested. Respondent’s

answers to requested clarifications must be submitted to the Department within the time specified by the Department in the requested clarification.

2.8 ADMINISTRATIVE CURE PROCESS

In the interest of maximizing competition, the Response qualification and cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Response. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Response will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Response is compliant with the RFP at the time of submittal.

2.9 INFORMATION FROM OTHER SOURCES

The Department reserves the right to seek information from outside sources regarding the Respondent, the Respondent's offerings, capabilities, references, and the Respondent's performance, if the Department determines that such information is pertinent to the RFP. The Department may consider such information throughout the solicitation process including, but not limited to, determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Department engaging consultants, subject matter experts, and others to ensure that the Department has a complete understanding of the information provided pursuant to the solicitation.

2.10 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, minority-, veteran-, women-owned, and small business enterprises are encouraged to participate in the State's procurement process as both prime contractors and subcontractors.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The “General Instructions to Respondents” Form PUR 1001 is incorporated by reference and can be accessed at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_re/sources/purchasing_forms.

The following section of the PUR 1000 is inapplicable:

Section 14. Transaction Fee

Payments under this Contract will be paid from receivership funds. The Department of Financial Services, Division of Rehabilitation and Liquidation’s accounting system generates contract payments. The State Accounting System (FLAIR) is not utilized for contract payments made by the Division of Rehabilitation and Liquidation.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Responses

Responses shall be submitted in accordance with Section 3.4 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.1.1.2 of this solicitation.

The Special Instructions are in the sections below starting with Section 3.2. In accordance with Rule 60A-1.002(7), F.A.C., in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions shall prevail.

3.2 MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Respondents must have a current vendor registration in MFMP at:

<https://vendor.myfloridamarketplace.com/>.

The awarded Respondent(s) will be required to pay the required transaction fees as specified in PUR 1000, section 14, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032, F.A.C.

3.3 WHO MAY RESPOND

The Department will evaluate Responses from responsive and responsible Respondents that meet the requirements of Attachment C, Mandatory Criteria Certification, and provide the mandatory documentation listed in the Mandatory Criteria Certification and elsewhere in this solicitation.

3.4 HOW TO SUBMIT A RESPONSE

The Respondent shall submit:

- One original version of each volume of the Response.

- The Respondent shall include the originals of any documents required to be signed as part of the Response. The Respondent must label the cover and spine of the volumes “Original – Volume ____, Binder ___ of __,” and include the Respondent’s exact legal name, and the RFP number.
- Three (3) copies of Volume One: Response Qualification Documents and Volume Two: Technical Response.
 - The Respondent shall include an exact copy of the original Response. The Respondent must label the cover and spine of the volumes “Copy # ____, Volume # ____, Binder ___ of __,” and include the Respondent’s exact legal name, and the RFP number.
- One (1) copy of Volume Three (Price Response).
- One scanned copy of the entire Response and price sheet on a CD-ROM or flash drive, with large files scanned as separate .pdf files.
- One REDACTED scanned copy of the Response, if applicable (see Section 3.9).
 - The Respondent should include a redacted copy of the original Response. The Respondent must label the cover and spine of the volumes “REDACTED Copy # ____, Volume # ____, Binder ___ of __,” and include the Respondent’s exact legal name, and the RFP number.

Respondents shall deliver the Responses in sealed packages to Purchasing and Contractual Services at 2020 Capital Circle, SE, Alexander Building, Suite 310, Tallahassee, Florida 32301 by the deadline listed in the Timeline in Section 2.2. The Respondent shall clearly label the outside of the sealed packages with the solicitation number and company name.

3.5 CONTENTS OF RESPONSE

It is a mandatory requirement of this RFP that the Response contain all of the documents listed below. The Respondent shall organize each Response submittal contents as follows:

Volume One: Response Qualification Documents

- Cover Letter
- Mandatory Criteria Certification and Required Documentation
- Financial Documentation
- Attachment E, Completed Business Reference Forms
- Description of Contract Disputes
- Other Required Documentation
 - Attachment G, Principal Place of Business and Foreign State Preferences in Contracting Form

Volume Two: Respondent’s Technical Response

- Narrative on Experience and Ability

Volume Three: Price Response

- Attachment D, Price Response Form (Separately Sealed)

- List all staff positions and the hourly rates for each.

3.6 VOLUME ONE: RESPONSE QUALIFICATION DOCUMENTS

3.6.1 Cover Letter (Section 1)

The Respondent shall provide a cover letter on the Respondent's letterhead with the following information:

- Name and principle place of business of the Respondent.
- Primary location from where the work will be executed.

3.6.2 Mandatory Criteria Certification and Required Documentation (Section 2)

The Respondent shall submit a completed Mandatory Criteria Certification. Respondents will complete the form by writing "Yes" or "No" next to each question, unless otherwise indicated in the question, and signing the bottom. Completion of this form is mandatory. The Respondent must meet the qualifications identified in the following Mandatory Criteria Certification in order to be considered for award. Certain criteria must be validated with supporting documentation as indicated on the Mandatory Criteria Certification. The Department will not evaluate a Response from a Respondent who answers "No" to any of the criteria. Failure to meet mandatory requirements will cause rejection of the RFP Response or termination of the Contract.

3.6.3 Financial Documentation (Section 3)

The Respondent must submit its most recent two (2) years of independently audited financial statements as evidence of sufficient financial resources and stability for the Respondent to provide the services sought. **The financial information will not become part of the Contract.** If audited financial statements are not available, the Respondent shall submit its most recent two (2) years of CPA reviewed financial statements, which shall include at a minimum, a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements (including a description of the reporting entity, a list of significant accounting policies and estimates used, major asset categories, debt, contingent liabilities, transactions with related parties, litigation, and subsequent events).

3.6.4 Business References (Section 4)

The Respondent shall complete and attach Attachment E, Business References Form, for at least three (3) references. In order to be considered relevant experience, the services provided shall be ongoing or shall have been completed within the last twelve (12) months preceding the issue date of this solicitation.

3.6.5 Description of Contract Disputes (Section 5)

The Respondent shall identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer(s) within the last three (3) years related to contracts under which Respondent provided(s) commodities and/or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent's ability to provide the services described in this solicitation or that resulted in any judicial or quasi-judicial action to which the Respondent has been a party. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- Identification by the contract customer that Respondent was in default or breach of a duty or performance under the contract;
- An issuance of a notice of default or breach;
- The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- The assessment of any fines or direct, consequential or liquidated damages under such contracts.

For each dispute, Respondent shall list the following information:

- Identify the contract to which the dispute related;
- Explain what the dispute related to; and
- Explain whether and how dispute was resolved.

If there are no such contract disputes, the Respondent shall submit a statement confirming this fact under this title in its Response.

3.6.6 Other Required Documentation (Section 6)

- Principal Place of Business and Foreign State Preferences in Contracting Form

The Respondent shall complete and submit Attachment G, the Principal Place of Business and Foreign State Preferences in Contracting Form, indicating whether its principal place of business is within the State. For the purpose of this RFP, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

Consistent with section 287.084 (2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on the Principal Place of Business and Foreign State Preferences in Contracting Form.

3.7 VOLUME TWO: RESPONDENT’S TECHNICAL RESPONSE

Please provide the following information to be evaluated against the criteria listed in Section 4:

- **Narrative on Experience and Ability (Section 7)**
 - The Respondent shall furnish a narrative on its prior relevant experience and ability to provide this or similar services.

- Summary of experience with Statements of Statutory Accounting Principles (SSAPs) and reporting through preparation, compilation, review, and/or audit engagements.
 - Summary of experience with accounting and/or auditing for different types of insurance entities (i.e. Property & Casualty, Life and Health, Health Maintenance Organization, etc.).
 - Summary of experience in providing litigation support, including testimony given in mediation, arbitration, and trial venues.
 - Summary of firms experience in preparing articles, publications and/or presentations regarding accounting and/or auditing practices and principles.
 - Provide the firm policy for providing CPA firm auditing malpractice expert witness testimony, which may include testifying against a CPA firm.
 - Provide list of staff qualifications and experience in testifying in a Florida State court proceeding and Federal court proceeding, which included malpractice.
 - Provide a list of CPA firms where a conflict of interest may exist.
 - Summary of experience with the Florida Insurance Code provisions found in Chapters 624, 625, 631, and 641 Florida Statutes and the associated regulations or receivership experience in another state.
- **Organizational Chart (Section 9)**
 - Provide an organizational chart for the firm.
 - **Key Personnel (Section 10)**
 - Provide the identification of key personnel who would perform the services in the Statement of Work.
 - **Lead Time (Section 11)**
 - Provide the amount of lead time needed to in order to be prepared to provide services when notified by the DEPARTMENT that services are needed.
 - **Respondent's Proposed Solution (Section 12)**
 - The Respondent shall fully describe its plan for carrying out the services in the Statement of Work.
 - **Exceptions (Section 13)**
 - The Respondent shall fully describe exceptions, if any, to the Request for Proposals solicitation.

3.8 VOLUME THREE: PRICE RESPONSE (SEPARATELY SEALED)

The Respondent shall complete and return the Price Response Form.

3.9 CONFIDENTIAL RESPONSE MATERIALS AND REDACTED SUBMISSIONS

In addition to the public records requirements of the PUR 1001, section 19, if the Respondent considers any portion of its Response to be Confidential Information or exempt under Chapter

119, F.S., or other authority (Public Records Law), then the Respondent must simultaneously provide the Department with an unredacted version of the materials and a separate redacted copy of the materials the Respondent claims as Confidential Information or exempt and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent shall mark the unredacted version of the document as “Unredacted version – contains Confidential Information” and place such information in an encrypted electronic form or a sealed separate envelope.

3.9.1 Redacted Submissions

If submitting a redacted version of its Response, the Respondent shall mark the cover of the redacted copy with the Respondent’s name, Department’s solicitation name, and number, and the words “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims are Confidential Information or exempt from Public Records Law. An entire Response should not be redacted. An entire page or paragraph which contains Confidential Information or exempt material should not be redacted unless the entire page or paragraph is wholly Confidential Information or exempt from Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

In addition, the Respondent should submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website. In addition, the Department will follow the procedures identified in the Contract as Addendum A, Public Records Requirements, if the Department receives a further request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy of its Response, the Department is authorized to produce the entire unredacted Response submitted to the Department in response to a public records request.

3.10 ADDITIONAL INFORMATION

By submitting the Response, Respondent certifies that it agrees to and satisfies all mandatory requirements specified in the RFP. At any time during the solicitation process, the Department may request, and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification or rejection of the Response.

SECTION 4. SELECTION METHODOLOGY

4.1 MANDATORY CRITERIA

In the Administrative Review Phase, the Procurement Officer will review Attachment C and make a determination of responsiveness. The Procurement Officer will also ensure that all documents that were labeled as “Mandatory” in this RFP have been submitted by the Respondent. Only those Responses that meet the mandatory criteria and contain all the mandatory documentation will be sent to the evaluation team for evaluation.

4.2 EVALUATION TEAM

The Department’s evaluation team will consist of at least three persons who collectively have experience and knowledge in the program area and service requirements for the commodities and contractual services sought.

4.3 EVALUATION CRITERIA

Each response will be evaluated against the criteria set forth in Attachment B, Evaluator Score Sheet.

4.3.1 RESPONSE QUALIFICATION

The evaluation team members will also review and evaluate portions of Volume One, Response Qualifications Documents, if the Evaluator Score Sheet requires the evaluation team to assign a point value to portions of Volume One.

4.3.2 TECHNICAL RESPONSE

Each evaluation team member will independently evaluate each Response against the evaluation criteria set forth in the Evaluator Score Sheet.

4.3.3 PRICE RESPONSE

The Procurement Officer will evaluate the Price Response. Price Responses for the initial contract term will be awarded a maximum of 5 points. Price Responses for the renewal period will be awarded a maximum of 3 points. The scores for the Price Response will be determined based on the following formula:

Initial term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$

Renewal term: $(\text{Lowest Respondent's Price} / \text{Respondent's Price}) \times (\text{Maximum Number of Points available}) = \text{Points Awarded for Price Response}$

SECTION 5. AWARD

5.1 BASIS OF AWARD

A Contract(s) may be awarded to the responsible and responsive Respondent(s) whose Response is deemed the most advantageous offer to the State based on points awarded, in consideration of price and selection criteria in this RFP. The Department reserves the right to award regional contracts for all or for part of the work contemplated by this solicitation.

The Department reserves the right to accept or reject any or all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this RFP as deemed necessary during the RFP or after contract award.

5.2 AWARD PREFERENCES FOR IDENTICAL EVALUATIONS OF RESPONSES

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will provide Attachment G, Award Preference for Identical Evaluation of Responses Form, to the Respondents with Responses that resulted in the identical evaluations. Based on those forms, the Department will give the award to a Respondent if it is a minority-owned or veteran-owned business. If more than one Respondent is entitled to this preference, the preference will be given to the Respondent with the qualifying business with the smallest net worth, consistent with section 295.187(4)(b), F.S. If the award cannot be decided based on this preference, the Department will apply the criteria identified in Rules 60A-1.011(1), 60A-1.011(3), and 60A-1.011(4), F.A.C., in that order of precedence.

5.3 THE DEPARTMENT'S RECOMMENDATION OF AWARD

The Department will develop a recommendation as to the award(s) that will result in a Contract(s) that is most advantageous to the State based on the evaluation team's scores.

5.4 CHIEF FINANCIAL OFFICER'S APPROVAL

The Chief Financial Officer or his designee will make the final decision as to which Respondent(s) should be awarded the Contract(s) based on the Recommendation of Award.

5.5 POSTING OF DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) or more Contracts with the Respondent(s) identified therein, on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). If the Department decides to reject all Responses, it will post its notice on the same VBS website.

5.6 EXECUTION OF CONTRACT

The awarded Respondent shall sign the Contract within thirty (30) calendar days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract shall be tolled. The Department reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines in its sole discretion that it is in the best interest of the State to do so. The Department also reserves the right to award to the Respondent ranked second if the Department does not receive a timely signed Contract from the awarded Respondent.