



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

# DEPARTMENT OF ECONOMIC OPPORTUNITY INVITATION TO NEGOTIATE

## Solicitation Acknowledgement Form

Page <u>1</u> of <u>61</u> pages	SUBMIT REPLY TO: <b>Department of Economic Opportunity Office of Property and Procurement 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455</b>
AGENCY RELEASE DATE: <b>December 22, 2016</b>	

SOLICITATION TITLE: <b>Enterprise Grants Management Solution</b>	SOLICITATION NO: <b>17-ITN-001-BM</b>
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REPLIES WILL BE OPENED: **February 7, 2017 at 3:00 PM, Eastern Time**  
and may not be withdrawn within 180 days after such date and time.

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a reply 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 reply and certify that I am authorized to sign this reply for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a reply to an agency for the State of Florida, the Respondent offers and agrees that if the reply is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

RESPONDENT NAME:	<hr/> *Authorized Representative's Signature  <hr/> *Name and Title of Authorized Representative  *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	

**RESPONDENT CONTACTS:** Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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**SECTION A**  
**PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS**

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. (See Section B).
  - (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. (See Section B).
  
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.

**NOTE: This section is superseded by a condition in Section B. Electronic submission of responses is not required and will not be accepted.**
  
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:
  - Technical Specifications,
  - Special Conditions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials. (See Section B).

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. **NOTE: This section is superseded by a condition in Section B.**
  
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. **NOTE: This section is superseded by a condition in Section B.**
  
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the 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 response on a contract to provide any goods or services to a public entity;
  - submitting a response on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting responses 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 (\$35,000) provided in section 287.017 of the Florida Statutes.

- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a response on a contract to provide any goods or services to a public entity;
  - submit a response on a contract with a public entity for the construction or repair of a public building or public work;
  - submit responses 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; 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 responding 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, nor 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) of the 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 response.
  - 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 response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- 10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturer's 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 and evidence which is gathered

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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 response. 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 response 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 s. 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://vbs.myflorida.com>. 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 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone. **NOTE: This section is superseded by a condition in Section B.**
14. **Firm Response.** The Buyer may make an award within one hundred eighty (180) 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 one hundred eighty (180) 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. **NOTE: This section is superseded by a condition in Section B.**
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 responses, 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 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) of the Florida Statutes and chapter 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), F.S. and Section 28-110.003, Fla. Admin. Code requires 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), F.S. 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, Fla. Admin. 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 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.
- (PUR 1001 (10/06) – 60A-1.002(7), F.A.C.)

**SECTION A (continued)**  
**PUR 1000 – GENERAL CONTRACT CONDITIONS**

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 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, 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 (i) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes. **NOTE: This section is superseded by a condition in Section B, only if the contract award is equal to or greater than \$65,000.**
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released 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.

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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.** Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed a Transaction Fee of one percent (1.0%), unless otherwise changed by law, 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, 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.

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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 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, 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) 413-5516 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://dhis.dos.state.fl.us/recordsmgmt/scheduling.cfm>). 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

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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 responses 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 obligated 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 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 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 performance of services shall not exceed the expiration date 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-

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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 State, 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. **NOTE: This section is superseded by a condition in Section B.**
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(6), 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,

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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.pride-enterprises.org/>.

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.
48. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 (10/06) – 60A-1.002(7), F.A.C.)

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

- B.1 Solicitation Number** 17-ITN-001-BM
- B.2 Solicitation Type** Invitation to Negotiate (ITN)
- B.3 Program Office** Finance and Administration
- B.4 Issuing Office** Blake McGough/Vincent McKenzie  
Purchasing Analyst/Purchasing Manager  
107 East Madison Street, B-047 Caldwell Bldg.  
Tallahassee, Florida 32399  
(850) 245-7443/(850) 245-7463  
[Blake.McGough@deo.myflorida.com](mailto:Blake.McGough@deo.myflorida.com)  
[Vincent.McKenzie@deo.myflorida.com](mailto:Vincent.McKenzie@deo.myflorida.com)

**B.5 Restrictions on Communication with DEO Staff**

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

**B.6 Calendar of Events**

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	12/22/2016
2.	Technical Questions due from prospective Respondents (Only e-mail inquiries will be accepted.)	1/9/2017, at 3:00 p.m. (Eastern Time)
3.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>	1/16/2017
4.	Intent to Submit Reply (Attachment K) is due to DEO (Submittal is not mandatory, but is strongly encouraged)	1/24/2017, at 3:00 p.m. (Eastern Time)
5.	Replies Due and Public Opening of Replies	2/7/2017, at 3:00 p.m. (Eastern Time)
6.	Public Meeting Respondent Evaluation Validation	3/7/2017, at 3:00 p.m. (Eastern Time)
7.	Anticipated Posting of Vendor Scores/Shortlist and Notice of Preliminary Demonstrations and Negotiations	3/7/2017

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8.	Preliminary Demonstrations and Negotiations	3/22/2017 – 3/24/2017
9.	Public Meeting – Notice of Intent to Negotiate	3/28/2017, at 3:00 p.m. (Eastern Time)
10.	Anticipated Negotiations Round 1	4/4/2017 – 4/7/2017
11.	Anticipated Negotiations Round 2	4/18/2017 – 4/21/2017
12.	Provide BAFO Instructions	4/26/2017
13.	BAFO Due and Reviewed	5/1/2017, at 3:00 p.m. (Eastern Time)
14.	Public Meeting – Intent to Award Recommendation	5/9/2017, at 3:00 p.m. (Eastern Time)
15.	Anticipated Posting of Notice of Intent to Award	5/9/2017
16.	Anticipated Contract Start Date	5/16/2017

The Department reserves the right to modify this ITN from time to time by issuing addenda. Addenda or clarifications to this ITN along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and returned with the reply. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

**B.7 Notice of Potential Federal Funding**

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

**B.8 Pre-Reply Conference (THIS SECTION DOES NOT APPLY TO THIS ITN)**

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

Any questions from Respondents concerning this ITN shall be submitted in writing, identifying the submitter, to Blake McGough and Vincent McKenzie at the address specified in Section B.4, Issuing Office, or by email to [Blake.McGough@deo.myflorida.com](mailto:Blake.McGough@deo.myflorida.com) and [Vincent.McKenzie@deo.myflorida.com](mailto:Vincent.McKenzie@deo.myflorida.com) by the date and time specified in section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS). It is the prospective Respondent's responsibility to periodically check the VBS. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent's questions should be submitted in the format included in *Attachment L – Technical Questions Submittal Form*.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent

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because of lack of knowledge of conditions or requirements and the selected Respondent will not be relieved of any liabilities or obligations.

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

#### **B.10 Intent to Submit Reply**

Respondents who intend to submit a reply to this ITN are encouraged to complete, sign and return Attachment K, Intent to Submit Reply, by the date and time listed in Section B.6, Calendar of Events, of this ITN.

#### **B.11 Submission of Replies** (*This section supersedes Section A, PUR 1001, Instructions #3, Electronic Submission of Responses*)

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

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

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

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

#### **B.12 Withdrawal of Replies**

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

#### **B.13 Reply Opening** (*This section supersedes Section A, PUR 1001, Instructions #12, Public Opening*)

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

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

DEO reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of Contract award. If DEO exercises the right, the short list will be posted on the Vendor Bid System. In the event DEO exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

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

#### **B.14 Solicitation Requirements**

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

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## MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its reply in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.33 and B.35.1, one (1) original, signed and sealed Technical Reply, six (6) paper copies of the signed original and one (1) electronic copy of the signed original Technical Reply (on compact disc), which include the following required attachments:
1. DEO Solicitation Acknowledgement Form
  2. Attachment A – Reference Form
  3. Attachment C – Drug Free Workplace Certification
  4. Attachment D – Disclosure Statement/Conflict of Interest
  5. Attachment E – Certification Regarding Debarment
  6. Attachment F – Certification Regarding Lobbying
  7. Attachment G – List of Subcontractors
  8. Attachment H – Reference Questionnaire
- D. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Sections B.33 and B.35.2, one (1) original, signed and sealed Attachment B, Cost Reply, two (2) paper copies of the signed original and one (1) electronic copy of the signed original Cost Reply (on compact disc). Attachment B must be submitted in a sealed package separate from the other attachments.
- E. It is **MANDATORY** that the Respondents return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by the individual authorized to bind the Respondent.

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

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

### **B.15 Cost of Preparing Respondent’s Reply**

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

### **B.16 Disclosure and Ownership of Replies by DEO**

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

### **B.17 Respondent’s Duties to Assert Exemption from Disclosure as a Public Record**

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

Pursuant to section 215.985(16), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your reply to this solicitation.

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

DEO takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its reply, in hard copy and on a CD ROM, at the time of reply submission.**

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to DEO at the same time the Respondent submits its reply to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

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

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

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

**B.18 Posting of the Notice of Shortlist, Intent to Negotiate and/or Intent to Award** *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Notice of Shortlist, Intent to Negotiate and/or Intent to Award, will be posted for review by interested parties at the location identified in Section B.6, Calendar of Events above and on the Florida Vendor Bid System for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

#### **B.19 Description of Work Being Procured**

DEO is requesting replies from prospective contractors to provide a pre-existing solution, based on a Platform as a Service (PaaS) model (Salesforce or a functional equivalent) to manage grants (Federal and State) across DEO and down to the subrecipient level. The pre-existing solution may require customizations to fully meet DEO's needs. The Solution will include the migration of data from three (3) legacy systems. All work shall be performed in accordance with the Scope of Work contained in Section C.

#### **B.20 Number of Awards**

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

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

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if such will be most advantageous to DEO and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

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

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

**B.22 Reply Acceptance Period**

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

**B.23 Firm Reply** - *(This section supersedes Section A, PUR 1001, Item #14, Firm Response).*

Any submitted reply shall remain firm and valid for one hundred eight (180) days after the reply submission due date, or until a Contract is fully executed, whichever occurs first. The Respondent shall not withdraw any reply within this time period except as described in paragraph B.12. Any reply that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

**B.24 Disclosure**

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

**B.25 Laws and Permits**

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

**B.26 Insurance**

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

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

See Section C, Scope of Work, Sections C.25 and C.26 for additional insurance requirements

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days notice for non-payment of premium by the insured.

**The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with DEO. The insurance certificate must name DEO as an additional insured and identify**

**DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.**

**B.27 Vendor Registration**

Prior to entering into a Contract with DEO, the selected Contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under "Business" at <http://www.myflorida.com/>). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group codes are provided to assist you in your registration efforts:

43231500	Business function specific software
43232202	Document management software
43232303	Customer relationship management CRM software
43232400	Development software
43232401	Configuration management software
43232402	Development environment software
43232403	Enterprise application integration software
43232404	Graphical user interface development software
43232408	Web platform development software
43233006	Virtual machine software
43233508	Mobile operator specific application software
43233701	Enterprise system management software
81111500	Software or hardware engineering
81112212	Customer relationship management software maintenance
81111503	Systems integration design
81111504	Application programming services
81111507	ERP or database applications programming services
81111508	Application implementation services
81111704	Database design
81111705	Systems architecture
81112501	Computer software licensing service
80111608	Temporary information technology software developers

**B.28 Florida Department of State Registration Requirements**

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

**B.29 Diversity**

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

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The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and veteran-owned business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and veteran-owned business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and veteran-owned business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Veteran-owned Business Enterprises (CVOBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to CMBE and CVOBE certified contractors (agents or subcontractors) as a result of any award of DEO to this Contractor shall be provided to DEO's Purchasing Office by the prime contractor.

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

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

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

### **B.31 Conflict of Interest**

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

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

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

### **B.33 Submittal Requirements**

A signed original Technical Reply including the client references and six (6) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copies of the signed original Technical Reply (on compact disc). The original shall be labeled "Original Technical Reply" and all copies shall be labeled "Technical Reply Copy." The original and copies may then be submitted together.

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A signed original Cost Reply and two (2) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Cost Reply (on compact disc). The original shall be labeled "Original Cost Reply" and all copies shall be labeled "Cost Reply Copy." The original and copies may then be submitted together.

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

**The Respondent's Technical Reply shall be packaged separately from its Cost Reply or the reply package will be rejected.**

If Respondent considers any portion of its Technical Reply or Cost Reply to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original reply with the confidential information redacted. This compact disc shall be titled "Redacted Copy". Respondent must cite the specific statutory authority for each individual redaction in order for the claim of confidentiality to be considered.

### **B.34 Elaborate Replies**

It is not necessary to prepare your reply using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your reply simply and in accordance with the instructions herein.

### **B.35 Instructions for Preparation of the Technical Reply**

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

#### **B.35.1 Technical Reply Format**

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

Using the description of work outlined in Section B.19 above and Section C, Respondents shall prepare their Technical Reply package in the order outlined below, with the sections tabbed for ease of identification and review.

**Failure of the Respondent to provide any of the information required in the Technical Reply portion of the reply package shall result in a score of zero (0) for that element of the evaluation which will result in the reply being deemed non-responsive and rejected.**

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

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

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

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

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

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

- **Tab 1 – Table of Contents**

The Respondent's reply shall have a table of contents referencing the reply contents by section to the appropriate pages.

- **Tab 2 – Executive Overview**

- **Statement of Identified Need**

The Reply to the Department's Statement of Need shall include a brief executive summary demonstrating an understanding of the requested solution, the Department's Statement of Need and business objectives, and Project deliverables, as specified in this ITN. The Reply to the Department's Statement of Need shall also include a brief description of the contractor's Project approach as part of the executive summary.

- **Company Qualifications and Prior Relevant Experience**

Respondents must provide detailed evidence that the Respondent's organization has prior relevant experience with a substantially similar task on projects of similar scope and range as the project specified in this ITN.

- **Project Personnel**

The Respondent will provide a list of team members, as described in section C.8 Staffing Levels, for approval with their name, respective roles, duration and experience while performing the services outlined in this ITN.

The Respondent's reply must provide information demonstrating the contractor has the personnel with the experience and qualifications to provide the services requested in this ITN. A concise, but thorough, description of relevant experience for each individual of the proposed project team is required.

The Respondent must submit resumes on the personnel assigned to work on this project describing their education, training, and work experience. The Respondent must provide evidence that each staff proposed has previous experience with a substantially similar task on a large scale project.

DEO reserves the right to require references for each proposed member of the project team including subcontractors.

- **Tab 3 – Project Planning and Execution Strategy**

The Respondent must provide a detailed overview of the proposed solution and describe their approach to implementing the solution as detailed in Section C, Scope of Work of this ITN. The described approach should include the Gap analysis, testing, data migration, training, and knowledge transfer.

The Respondent must describe the proposed project management approach and methodology for managing the work defined in this ITN. This includes a Project Management Plan and Project Schedule.

- **Tab 4 – Post Go-Live Support**

The Respondent must describe in detail how the solution would be maintained and supported post go-live implementation by Department staff. This effort must be completed with minimal training to Department staff. The Department prefers that the solution be on a platform as a service (PaaS) model that can be maintained and supported by the Department without resort to external vendors.

- **Tab 5 – Duty of Continuing Disclosure of Legal Proceedings**

If, applicable, Respondent must disclose, as part of its Reply, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceeding) involving Respondent (and each subcontractor) in a written statement to DEO. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.

This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.

Respondent shall promptly notify DEO of any Proceeding relating to or affecting the Respondent's or subcontractor's business. If the existence of such Proceeding causes DEO concern that Respondent's ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:

- a. Respondent will be able to perform this Contract in accordance with its terms and conditions, and
- b. Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceedings.

○ **Tab 6 – Attachments**

Replies to this ITN must include the following documents and certifications:

1. Reference Form (Attachment A)
2. Drug-Free Workplace Certification (Attachment C)
3. Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
4. Certification Regarding Debarment (Attachment E)
5. Certification Regarding Lobbying (Attachment F)
6. List of Subcontractors (Attachment G)
7. Intent to Submit a Reply (Attachment K); optional
8. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.

**B.35.2 Cost Reply Submittal**

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

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's reply hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Failure by the Respondent to provide a cost on Attachment B shall result in the reply being deemed non-responsive and therefore, the reply will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

**Failure to complete and submit Attachment B, "Cost Reply", will result in the reply being deemed non-responsive and therefore, the reply will be rejected.**

**B.36 Past Performance References**

In the space provided on Attachment A, "Reference Form", the Respondent must list all the names under which it has operated during the last three (3) years from the issuance date of this solicitation. DEO will review its records to identify all contracts that the Respondent has undertaken with DEO, where the Respondent was the prime Contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor for DEO during the timeframe specified above, DEO will be one of the two clients selected for contact).**

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The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

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

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that a Respondent submits a reply as part of a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours.

### **B.37 Attachment H – Reference Questionnaire**

The reference questionnaire provided as Attachment H must be completed by an individual representing each of the clients listed in Attachment A, Reference Form. These individuals may not be current or former officials or staff of DEO.

All references must be provided using the form provided in Attachment H. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Reply by the submission deadline.

In order to obtain and submit the completed reference questionnaires, the Respondent must follow the process detailed below.

1. Make exact duplicates of the form for completion by references;
2. Send the reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope;
3. Instruct the individual to:
  - a. Complete the reference questionnaire on the form provided or an exact duplicate of the form;
  - b. Sign and date the completed reference questionnaire;
  - c. Seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - d. Sign his or her name in ink across the sealing flap of the envelope; and
  - e. Return the sealed envelope containing the completed reference questionnaire directly to the Respondent.
4. **Do NOT open the sealed references upon receipt.**
5. Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Reply. *DEO will make copies for distribution for evaluation.*

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

**Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance Section of the evaluation criteria.**



**Failure of the Respondent to provide any of the information required in the Technical Reply portion of the reply package shall result in a score of zero (0) for that element of the evaluation.**

### **B.38 State Project Plan**

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

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

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

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

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

### **B.39 ITN Process**

The ITN process consists of four sequential phases: first, the Reply Preparation Phase; second, the Evaluation Phase; third, the Preliminary Negotiation and Demonstration Phase; and fourth, the Negotiation Phase.

- 1. In the Reply Preparation Phase,** the Respondents will prepare and submit a reply to the Procurement Officer based on the requirements identified in Section C of this ITN and any addenda to the ITN.
- 2. In the Evaluation Phase,** an evaluation team will evaluate and score the replies according to the evaluation criteria contained in the ITN and DEO will then post DEO's Notice of Shortlist, if applicable, as set out in Section B.6., Calendar of Events.

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*available upon request to individuals with disabilities. All voice telephone equipment via the Florida Relay Service at 711.*

3. **Preliminary Negotiation and Demonstrations Phase** – Demonstrations will be conducted based on the Short-list above.
4. **In the Negotiation Phase**, negotiations will be conducted according to the negotiation methodology published in Section B.42 of this ITN. The ranking of Respondents' replies will not create a presumption of preference in the negotiation process or for Contract award.

**B.40 Evaluation Criteria**

1. General.

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

2. Criteria

See Attachment I - Evaluation Criteria

3. Evaluation Committee

The Evaluation Committee will evaluate ITN replies and assign points based on the criteria described in Attachment I to assure ITN replies are uniformly rated. Total possible points for the evaluation phase of the ITN are 100.

Each Evaluation Committee member will score the initial ITN reply evaluations independently. DEO reserves the right to short-list Respondents deemed to be in the competitive range. A short-list of Respondents may be generated based on the scores for the Technical Reply and Cost Reply of this ITN. Respondents will be selected for the short-list if they receive a score of 75 or above on the ITN evaluation phase.

Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest order based on the overall Technical Reply score average. DEO will post a notice on the Florida Vendor Bid System, stating DEO's intent to continue either separate or concurrent negotiations with selected Respondents. The Respondents selected for the short-list will be posted on the Florida Vendor Bid System at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

<b>For example:</b>	<b><u>Respondent</u></b>	<b><u>Raw Points Received</u></b>	<b><u>Rank</u></b>
	Company B	100	1
	Company A	80	2
	Company C	60	3.5*
	Company E	60	3.5*
	Company D	50	5

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

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

**B.41 Posting of Score and Notice of Short-list for Demonstrations and Preliminary Negotiations** *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

Evaluations, scores, and ranks of all replies will be posted with the Notice of Negotiations. The Notice of Demonstrations and Preliminary Negotiations will be electronically posted by the date and time indicated in Section B.6, Calendar of Events for 72 hours (Saturdays, Sundays and state holidays excluded) on the MyFlorida.com website at the following link: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

**B.41.1 Demonstrations and Preliminary Negotiations**

DEO will require Demonstrations from the short-listed Respondents prior to the final determination of contract award. Short-listed Respondents will be asked to participate in a one (1) day Demonstration meeting. The selected Respondents will demonstrate their proposed pre-existing solution and discuss their proposed approach. DEO will provide, at a later date but in adequate time to prepare, a detailed agenda including hypothetical business case scenarios, based on the requirements in this ITN, which the Respondent must use to demonstrate its concept of the Solution. Pre-scripted questions will also be provided; these questions will include, but are not limited to, the range of topics covered in this ITN. The Respondent's project manager assigned to the reply must be present at the demonstration and preliminary negotiation. The demonstrations and preliminary negotiations will not be open to the public but will be recorded. After Demonstrations and Preliminary Negotiations are complete, DEO will conduct a public meeting to discuss and decide which Respondent(s) DEO will ask to participate in Contract Negotiations. The Respondent(s) selected will represent the Respondent(s) offering the opportunity to provide the best value to the state.

**B.42 Negotiation**

DEO will proceed to negotiate with one or more selected Respondents, based on the highest scores calculated during the evaluation phase described in Section B.40, Evaluation Criteria, as described below. The negotiations will not be open to the public, but will be recorded.

1. Notice of Intent to Negotiate.

DEO will electronically post a Notice of Intent to Negotiate by the date and time indicated in Section B.6, Calendar of Events for 72 hours (Saturdays, Sundays, and state holidays excluded) on the Vendor Bid System at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

2. Negotiation Meetings.

Pursuant to s. 286.0113(2) (a), F.S., negotiations between DEO and potential contractors resulting from an Invitation to Negotiate are exempt from s. 286.011, F.S. and, as such, are not open to the public. Negotiation meetings thus exempted must be completely recorded. No portion of the meeting may be held off the record. The recording is exempt from public disclosure until notice of an intended decision is posted or for twenty (20) days after the final competitive sealed replies are opened, whichever occurs earlier.

Negotiation meetings will be conducted in Tallahassee, Florida. DEO reserves the right to schedule negotiation meetings (including oral presentations) at a different location in the state, based on ITN replies and/or written requests received from Respondents for an additional meeting venue. DEO will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each Respondent should plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting. DEO will require all project team leaders for this project to attend its Respondent's oral presentation.

3. Negotiation Methodology.

Negotiations will include the scope of work and related services to be provided by the Respondent until acceptable Contract terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will

continue until DEO receives best and final offers from the participating Respondent(s). DEO reserves the option to resume negotiations that were previously suspended.

#### 4. DEO Negotiation Rights.

DEO reserves the right to negotiate separately or concurrently with competing Respondents, as described herein. All ITN Respondents should be cognizant of the fact that DEO, upon completion of each step, reserves the right to select a Respondent or terminate the negotiations process without selecting a Respondent if DEO determines such action would be in the best interest of the State.

### **B.43 Award**

Upon completion of the negotiations process, the Negotiation Team will reach a consensus on which Respondent(s) it believes offer(s) the best value to DEO and recommend award accordingly. Upon consideration of the recommendation, the Director of DEO, or a duly authorized designee, shall make the award decision. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

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

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

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

### **B.44 Identical Tie Replies**

In a circumstance where replies which are equal with respect to price, quality, and service are received, the Respondents with certified Drug Free Workplaces will be given preference.

In the event that all tied Respondents submitted Drug Free Workplace Certifications, award shall be determined in accordance with Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

### **B.45 Terms and Conditions** *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All replies 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 Work (Section C),
- DEO Vendor Core Contract (Section D),
- Special Instructions for the Preparation and Submission of Replies (Section B)
- General Conditions (PUR 1000), and
- General Instructions to Respondents (PUR 1001).

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent's reply. In submitting its reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions of this solicitation, including those specifying information that must be submitted with a reply, shall be grounds for rejecting a reply.

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

#### **B.46 Trade Names**

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this reply are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Replies will be considered for any brand that meets or exceeds the quality level of item(s) response.

#### **B.47 Visitor Pass to the Caldwell Building**

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow sufficient time to accommodate this process if hand delivering your reply to the Office of Property and Procurement. The official date and time of receipt is the date and time the reply is stamped by DEO procurement office.

#### **B.48 Employment of DEO Personnel**

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

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

#### **B.49 Respondent's Responsibility**

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

#### **B.50 Accessible Electronic Information Technology**

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

#### **B.51 Agency for State Technology (AST)**

The Respondent understands its duty to comply with the Florida Information Technology Project Management and Oversight Standards as defined in Chapter 74-1, F.A.C. The Respondent will ensure the AST has the necessary data and reports to support compliance. The AST shall have the authority to access any and all documents, information or gain other access afforded DEO under this Contract.

#### **B.52 Value Added Services - Innovative Ideas**

Value added services are services beyond those services previously outlined that you may provide to offer additional benefits to DEO. Describe any value added services offered to DEO. Although DEO has provided a statement of need and mandatory requirements for Respondents to meet in order to be selected for the Contract for the Enterprise Grants Management Solution, it is not intended to limit Respondent's innovations or creativity in preparing a reply to accomplish these goals. Innovative ideas, new concepts and partnership arrangements other than those presented in this Invitation to Negotiate, will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts or terms and conditions specific to each Respondent.

Additional costs or shared savings associated with value added services or innovative ideas should not be shown on Attachment B, Cost Reply but rather only included as an Innovative Ideas Attachment with the Technical Reply.

#### **B.53 Definitions**

- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner

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in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.

- **Contract Manager:** A person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues pertaining to the Contract.
- **Contractor:** The person or entity that enters into a Contract to sell commodities or contractual services to DEO.
- **Contractor Personnel:** Persons directly employed by the Contractor.
- **DEO or Department:** Florida Department of Economic Opportunity.
- **Department Business Hours:** Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- **Department Non-Business Hours:** Typically Department-observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- **Department-Observed Holidays:** The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and the following day
  - Christmas Day
- **Invoice:** Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- **Premise(s):** The entire Department of Economic Opportunity real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract agreement.
- **Project Manager:** DEO's staff member(s), manager(s), contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- **Reply:** The offer extended to DEO in response to an Invitation to Negotiate.
- **Respondent:** The person or entity submitting a reply in response to an Invitation to Negotiate.
- **Responsive Reply:** A reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- **Responsive Vendor:** A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.



- Solution: A product, combination of products, services, or a mix of products and services that a vendor or service provider will offer to their client.
- Subcontractor: A person or entity contracting to perform part of another's entire Contract, upon DEO approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be a facsimile of the original.

**B.54 Strict Enforcement**

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

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## SECTION C SCOPE OF WORK

### C.1 Purpose

DEO currently uses three (3) software applications and other manual processes to manage, monitor, report, and track DEO's subrecipients' grant funding and program-specific data for federal and state programs. These processes are performed by multiple business units within DEO. The subrecipients of these grants include Local City and County Governments, Local Workforce Development Boards, Coalitions, Non-Profits, and Community Action Agencies.

DEO wants to combine and replace its disparate current grant management applications and processes into one solution with a more dynamic, user friendly solution to better meet the needs of DEO and its subrecipients. This will allow DEO to:

1. Streamline its business processes for managing grants and subrecipient agreements.
2. Monitor and track grant subrecipient information in one central location for the purpose of eliminating redundancy.
3. Provide consistency in the monitoring of expenditures and cash flows, close out, and workflow of managing grants and subrecipient agreements.
4. Provide consistency in the tracking and reporting of program data for federal reporting.
5. Replace disparate systems which are approaching the end of their product life cycle due to outdated technology.

### C.2 Background Overview

DEO is soliciting replies under this ITN to provide a single grants management/subrecipient solution based on a platform as a service model (Salesforce or a functional equivalent). This solution must take into account DEO's three (3) current grants management legacy systems, one (1) system based in Oracle and two (2) based in SQL.

### C.3 General Description

DEO is using this ITN to select a vendor to configure and implement an Enterprise Grants Management Solution that meets the following requirements:

1. **Web Access** – The Solution must allow DEO and its subrecipients to access the Solution from any computer and mobile device with web capabilities. The Solution must comply with DEO security standards (DEO security standards are based on Rule 74-2 F.A.C), and login credentials should be provided to each user. Current estimates include 100 internal users (DEO) and 600 external users (non-DEO). The Solution should support an increased number of users without modification to the Solution.
2. **Security** – The hosting provider must provide detailed information regarding the policies and procedures of the hosting platform. The information must focus on the following categories:
  - a. Physical Security,
  - b. Network Security,
  - c. Application Security,
  - d. Internal Systems Security,
  - e. Operating Systems Security, and
  - f. Third Party Certification.
3. **Administrative (Admin) Functions** – The Solution must empower admin users to have control of system configurations. Admin users must be able to:
  - a. Manage Users;
  - b. Manage Roles and Permissions;
  - c. Manage Security Controls;
  - d. Modify and maintain the Solution's Design, including its database structure and web application.
  - e. Manage Data Imports and Exports.
  - f. Manage Data Elements.
4. **Approvals and Workflows** – The Solution must have the ability to perform the automated workflows and the ability to create/customize workflows as necessary.
5. **Document Storage** – The Solution must allow specified users the ability to upload supporting documentation. Grant agreements/contracts that have been closed, including all associated documentation, must be archived and retrievable by the solution.

6. **Reporting** – The Solution must be capable of generating standard federal and state reports, and must allow users to create and customize additional ad hoc reports as necessary. The Solution must allow for the development of customized dashboards.
7. **Audit Trail** – The Solution must provide detailed audit trail features, including but not limited to:
  - a. User, date, and time stamps,
  - b. Transaction history,
  - c. System modifications,
  - d. Approval/Denial history, and
  - e. Audit reports.
8. **Document Generator** - Generate files in the following formats: Word, Excel, PowerPoint, PDF or HTML emails which may include data queried from the Solution.
9. **System Interfacing** – The Solution must interface in read-only capacity with other DEO applications.
10. **Post Go-Live Support** – The Solution must be able to be maintained and supported by DEO staff post solution go-live without a significant or costly training effort.

#### C.4 Major Program Goals

In addition to the general requirements listed in section C.3, there are business specific requirements for the new solution. A list of high level business specific requirements is provided below.

1. Manage Grant and Subrecipient agreements from post-award through close-out phases. Processes include the following:
  - a. Allow DEO staff to enter Grant and Subrecipient agreement data into the solution
  - b. Set up budgets for Subrecipient agreements
  - c. Obligate funds for Subrecipient agreements
  - d. Release funds to Subrecipients
  - e. Allow Subrecipients to request Funds
  - f. Allow DEO staff to approve/deny Funds
2. Performance Data and Program Client level data reporting.
3. The Solution must comply with all applicable State and Federal Reporting requirements for the Grants in this Solution.
4. The Solution must generate text files of financial transactions on a daily and weekly basis.
5. The Solution must have the ability to import data from existing systems.
6. The solution must adhere to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in Title 2 Code of Federal Regulation Part 200 which establishes uniform requirements for federal awards to non-federal entities. Specifically, §200.331 (2 CFR 200.331) which sets out responsibilities of pass-through entities (DEO in this context). One of those is that DEO must ensure that every subaward is clearly identified to the subrecipient as a subaward. The solution must allow subrecipients to meet certain financial and performance requirements that in turn will allow DEO to meet those requirements of the federal awarding agencies.

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

**EXAMPLE:** Deliverables, tasks, performance measures and financial consequences will be further defined and are subject to negotiations.

Contractor agrees to perform the following:

Planning Phase		
Deliverable No. 1 – Introduction and Project Management Plan		
Description/Tasks	Performance Measures	Financial Consequences
Conduct project kickoff meeting(s) at DEO's location.  Develop the Project Management Plan (PMP) and the PMP sub-plans: <ul style="list-style-type: none"> <li>• Project Plan Summary;</li> <li>• Project Scope Management Plan;</li> <li>• Resource Management Plan;</li> <li>• Risk Management Plan;</li> <li>• Communication Plan;</li> </ul>	Conduct kickoff meeting and provide completed Project Management Plan (PMP) and PMP sub-plans, as specified, within 10 business days of contract execution.  Evidence of sign-in sheet, PMP plans and any other required documentation must be	Failure to conduct kickoff meeting and provide PMP Management Plan and sub-plans within 10 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

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<ul style="list-style-type: none"> <li>• Project Change Management Plan;</li> <li>• Project Schedule (developed in Microsoft Project format);</li> <li>• Quality Management Plan;</li> <li>• Security Management Plan.</li> </ul>	submitted and approved by DEO.	
<b>Deliverable 1 - \$Cost</b>		
<b>Analysis and Design Phase</b>		
<b>Deliverable No. 2 – Gap Analysis and Requirements Validation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Perform Gap Analysis and Requirements Validation to identify all current and foreseeable/known future state and federal requirements that the Department must follow in the administration of its various programs, and identify the gaps between them, and then provide a list of the requirements to DEO.</p> <p>Then map each requirement to the proposed product/solution.</p>	<p>Perform Gap Analysis and Requirements Validation, as specified, and map the requirements to the proposed solution within 45 business days of contract execution.</p> <p>Evidence of requirements documents and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to Perform Gap Analysis and Requirements Validation within 45 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 2 - \$Cost</b>		
<b>Deliverable No. 3 – Business Process Reengineering Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Development of Business Process Reengineering (BPR) Plan.</p> <p>The contractor shall develop in-depth BPR Plans to reflect the approved system design and shall document the new business processes to the Department.</p>	<p>Develop Business Process Reengineering Plan (BPR), as specified, within 60 business days of contract execution.</p> <p>Evidence of BPR Plans and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to develop the BPR within 60 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 3 - \$Cost</b>		
<b>Deliverable No. 4 – System Documentation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop the System Design Document and include the supporting documents:</p> <ul style="list-style-type: none"> <li>• Business Design Document;</li> <li>• User Interface Control Document;</li> <li>• Systems Integration Document;</li> <li>• Entity Relationship Diagram;</li> <li>• Data Dictionary;</li> <li>• Infrastructure Requirements;</li> <li>• Security Requirements;</li> <li>• ADA Compliance Requirements;</li> <li>• Maintenance Requirements;</li> <li>• User Documentation Requirements.</li> </ul> <p>Develop the Interface Specification Design Document.</p>	<p>Develop the System Design Document, Interface Specification Design Document and Reports Inventory, as specified, within 100 business days of contract execution.</p> <p>Evidence of the development of the System Design Document, Interface Specification Design Document and Reports Inventory and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to develop the System Design Document, Interface Specification Design Document and Reports Inventory within 100 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>

Develop the Reports Inventory which includes the list of reports with applicable data elements that will be delivered as part of the solution.		
<b>Deliverable 4 - \$Cost</b>		
<b>Configuration and Development Phase</b>		
<b>Deliverable No. 5 – Traceability Matrix</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Traceability Matrix based on the Gap Analysis. The Traceability Matrix defines the system requirements that must be met by the delivered solution.	Develop the Traceability Matrix, as specified, within 110 business days of contract execution.  Evidence of the customized solution based on Gap Analysis, supported by a Traceability Matrix and any other required documentation must be submitted and approved by DEO.	Failure to develop the Traceability Matrix within 110 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 5 - \$Cost</b>		
<b>Deliverable No. 6 – Solution Prototype</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a working prototype of the solution in a testing environment based on the requirements identified in the Traceability Matrix.	Provide a working prototype of the solution in a testing environment, as specified, within 120 business days of contract execution.  Evidence of the working prototype and any other required documentation must be submitted and approved by DEO.	Failure to provide a working prototype of the solution within 120 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 6 - \$ Cost</b>		
<b>Testing Phase</b>		
<b>Deliverable No. 7 – Master Test Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression and security testing.	Development of the Master Test Plan, as specified, within 130 business days of contract execution.  Evidence of the development of the Master Test Plan and any other required documentation must be submitted and approved by DEO.	Failure to provide the Master Test Plan within 130 days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 7 - \$ Cost</b>		

<b>Deliverable No. 8 – Automated System Testing and Results</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop automated system test scripts, complete system test, and submit test logs and results.	<p>Development of the automated system test scripts and complete system test, as specified, within 135 business days of contract execution.</p> <p>Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation must be submitted and approved by DEO.</p>	Failure to provide the automated system test scripts and complete system test, along with required documentation as specified, within 135 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 8 - \$ Cost</b>		
<b>Deliverable No. 9 – User Acceptance Testing</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Conduct User Acceptance Testing (UAT).</p> <p>Provide the detailed results of the UAT execution.</p>	<p>Completion of User Acceptance Testing, as specified, within 155 business days of contract execution.</p> <p>Evidence of the completion of User Acceptance Training, along with detailed results and any other required documentation must be submitted and approved by DEO.</p>	Failure to complete User Acceptance Testing with detailed results, as specified, within 155 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 9 - \$ Cost</b>		
<b>Data Migration Phase</b>		
<b>Deliverable No. 10 – Data Conversion and Migration Plans</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Development of a Data Conversion Plan which must include details of the methods and processes to execute the required data conversions from the legacy systems to the new system.</p> <p>Develop a Data Migration and Mapping Plan which includes necessary translation of legacy data elements to the data elements in the new solution.</p>	<p>The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 165 business days of contract execution.</p> <p>Evidence of the completion of Data Conversion Plan and the Data Migration and Mapping Plan, along with detailed results and any other required documentation must be submitted and approved by DEO.</p>	Failure to complete The Data Conversion Plan and the Data Migration and Mapping Plan with detailed results, as specified, within 165 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 10 - \$ Cost</b>		



<b>Deliverable No. 11 – Data Conversion and Migration</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop the Data Conversion Report which includes the detailed metrics and disposition of data elements from the legacy systems to the new solution.</p> <p>Perform the data load during the Development phase and ensure load was successful before system deployment.</p>	<p>The Data Conversion Report and the Performance of the data load during the Development Phase must be completed, as specified, within 180 business days of contract execution.</p> <p>Evidence of the completion of Data Conversion Report and the Performance of the data load during the Development Phase, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete The Data Conversion Report and the Performance of the data load during the Development Phase, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 11 - \$ Cost</b>		
<b>Implementation Phase</b>		
<b>Deliverable No. 12 – Implementation Plan and Deployment Checklist</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop the Detailed Implementation Plan which must outline the detailed processes and approach to the implementation of the new solution.</p> <p>Develop the Deployment Checklist which must define the step by step processes and timing that must be adhered to for the successful pre-implementation, implementation and post-implementation of the new solution.</p>	<p>The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 180 business days of contract execution.</p> <p>Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete Detailed Implementation Plan and Deployment Checklist, as specified, within 180 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 12 - \$ Cost</b>		

<b>Deliverable No. 13 – Working System and Supporting Documentation</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop and deliver a Final System and User Documentation required for the operation of the overall solution, which must include system details, and user documentation specific to the Department.</p> <p>Supporting documents to the System and User Documentation Document that shall be provided by the contractor shall include:</p> <ul style="list-style-type: none"> <li>• System Administration Manual;</li> <li>• User Manual;</li> </ul> <p>Deliver a working system in a Production environment.</p>	<p>Completion of Final System and User Documentation, to DEO's satisfaction, and delivery of a working system in the Production environment, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 200 business days of contract execution.</p> <p>Evidence of the completion of the Final System and User Documentation must include the System Administration Manual and User Manual; Evidence of a working system in the Production Environment, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete the Final System and User Documentation, and delivery of a working system in the Production environment, as specified, within 200 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 13 - \$ Cost</b>		
<b>Training Phase</b>		
<b>Deliverable No. 14 – Training Materials and Knowledge Transfer Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Develop Final Training Materials which consists of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train the DEO administrators and users of the new system.</p> <p>Develop a knowledge transfer plan that includes information on how DEO administrators will make future configuration and modifications to System.</p>	<p>The Final Training Materials and the Knowledge Transfer Plan must be completed, as specified, within 165 business days of contract execution.</p> <p>Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted and approved by DEO.</p>	<p>Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 165 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 14 - \$ Cost</b>		

<b>Deliverable No. 15 – Knowledge Transfer</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Conduct on-site Knowledge Transfer based on training materials and knowledge transfer plan.	<p>Completion of conducting the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 195 business days of contract execution.</p> <p>Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted and approved by DEO.</p>	Failure to completely conduct the on-site Knowledge Transfer based on training materials and transfer plan, as specified, within 195 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 15 - \$ Cost</b>		
<b>Deliverable No. 16 – Transition Plan</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Transition Plan which identifies the approach and milestones necessary to transfer operation of the system from the contractor to the department.	<p>Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 13.</p> <p>The Transition Plan, as specified, and any other required documentation must be submitted and approved by DEO.</p>	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 16 - \$ Cost</b>		
<b>Deliverable No. 17 – Transition Completion Report</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	<p>Submittal of the Transition Completion Report, as specified, within 10 business days of acceptance of Deliverable 16.</p> <p>The Transition Completion Report, as specified, and any other required documentation must be submitted and approved by DEO.</p>	Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
<b>Deliverable 17 - \$ Cost</b>		

<b>Deliverable No. 18 – Project Closure</b>		
<b>Description/Tasks</b>	<b>Performance Measures</b>	<b>Financial Consequences</b>
<p>Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports.</p> <p>Supporting reports to the Project Closure Report that shall be provided by the contractor include:</p> <ul style="list-style-type: none"> <li>• Project Lessons Learned Project Report;</li> <li>• Project Release Document (Signed);</li> <li>• Post Implementation Review Report;</li> <li>• Post Implementation Evaluation Report;</li> <li>• Change Log (Closed Out);</li> <li>• Contract(s) Closure.</li> </ul>	<p>Submittal of the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 17.</p> <p>The Project Closure Report must be evidenced by documentation required below, and any other required documentation and must be submitted and approved by DEO:</p> <ul style="list-style-type: none"> <li>• Project Lessons Learned Project Report;</li> <li>• Project Release Document (Signed);</li> <li>• Post Implementation Review Report;</li> <li>• Post Implementation Evaluation Report;</li> <li>• Change Log (Closed Out);</li> <li>• Contract(s) Closure.</li> </ul>	<p>Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 17, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.</p>
<b>Deliverable 18 - \$ Cost</b>		

**C.6 Task List**

See Table in Section C.5

**C.7 Task Limits**

See Table in Section C.5

**C.8 Staffing Levels**

The contractor's proposed staff and organization must be sufficient to provide the required services throughout the Contract. Proposed individuals' skill levels must be consistent with the contractor's proposed solution and services. Proposed staff résumés must be provided and must reflect experience with project(s) of similar size and complexity. DEO reserves the right to reject any proposed team members throughout the duration of the Project.

The contractor shall staff the Project with key personnel identified in their reply. DEO will consider these personnel to be essential to this Project. Key Staff (as referenced below) are to include, but not be limited to the Senior Project Manager, Senior Business Analysts, Solutions Architect, System Developers, Test Manager and Training Lead. At a minimum, these Key Staff positions shall be solely dedicated to the Project and be available throughout the entirety of the Project.

Additional named staff, Project staff and on-site requirements shall be determined through discussions between the contractor and DEO.

The table below identifies the various positions (subject to negotiation) that will comprise the contractor's Key Staff and relevant job experience and job duty requirements for the individuals who will be named to fill these positions.

System Developer roles are mutually exclusive staff, whereas other staff (Senior Project Manager, Senior Business Analysts, Solutions Architect, Test Manager and Training Lead) may share responsibilities.

Key Staff	
Role	Requirements
One (1) Senior Project Manager	<ul style="list-style-type: none"> <li>• The contractor's Project Manager must have a minimum of five (5) years' experience within the last seven (7) years managing projects of this size and complexity.</li> <li>• In addition, the Project Manager shall have an active Project Manager Professional (PMP) certification or equivalent.</li> <li>• The Project Manager shall have the primary responsibility for coordinating the overall Project planning and controlling/execution.</li> <li>• The Project Manager will be responsible for the day-to-day management of the Project's Schedule, personnel and administration. The Project Manager's role shall include, but not be limited to: <ul style="list-style-type: none"> <li>○ Resource allocation;</li> <li>○ Quality contractor staff performance;</li> <li>○ Timely development, quality and submission of implementation documents and all other deliverables;</li> <li>○ Clear, effective communication with the Project Team and stakeholders;</li> <li>○ Leading status meetings.</li> <li>○ The contractor's Project Manager will also be required upon reasonable notice to meet with the DEO Project Manager and other DEO executives when requested by DEO Project Manager. The contractor's Project Manager shall be able available to be contacted through final acceptance.</li> </ul> </li> <li>• Should have experience implementing solutions on a platform as a service model.</li> <li>• Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> </ul>
Two (2) Senior Business Analysts	<ul style="list-style-type: none"> <li>• The business analyst must have a minimum of five (5) years' experience within the last seven (7) years in this job class.</li> <li>• Must have necessary experience with the grant management life cycle.</li> <li>• Responsibilities shall include: analyze and document business requirements and processes; prepare solutions that satisfy these requirements which may involve business process reengineering and/or the deployment of information technology; plan and/or conduct end-user training; construct data/activity/process models as may be required to define system functions; and provide support for the installation, UAT testing, data conversion, implementation and ongoing maintenance of the system.</li> <li>• Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> </ul>
One (1) Solutions Architect	<ul style="list-style-type: none"> <li>• The Solutions Architect must have a minimum of seven (7) years' experience within the last ten (10) years in this job class, to include large, complex application systems development and integration; and highly scalable technology solutions that adjust to cyclical business patterns.</li> <li>• The Solutions Architect shall have the primary responsibility for the overall technical vision and implementation of the system and will coordinate the activities of other architects.</li> <li>• This role also leads the contractor activities related to architecture reviews during the Design and Develop Phases.</li> <li>• Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> <li>• Should have experience implementing solutions on a platform as a service model.</li> </ul>

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Two (2) System Developers	<ul style="list-style-type: none"> <li>• The System Developer must have a minimum of five (5) years' experience within the last seven (7) years in this job class, to include large, complex application systems development.</li> <li>• Should have experience implementing solutions on a platform as a service model.</li> <li>• The System Developer shall have the primary responsibility for developing and overseeing the application software structure and design for both new development and off-the-shelf components and frameworks.</li> <li>• Responsibilities shall also include data conversion/migration activities; manual and automated data conversion; and system software conversion activities.</li> <li>• Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> </ul>
One (1) Test Manager	<ul style="list-style-type: none"> <li>• The Test Manager shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class.</li> <li>• The Test Manager shall have the primary responsibility for leading comprehensive software testing.</li> <li>• Responsibilities shall include development of test scripts, test plans, expected results tables and system problem documentation and resolution for functional, system and integration testing.</li> <li>• In addition, the Test Manager will provide direction to the DEO testing team in conducting user acceptance testing, to include coordinating with line staff and management representatives from a number of technical and non-technical areas to establish development and testing priorities and strategies; verifying the correct functions of new and revised system components; monitoring the progress of testing efforts; developing corrective action strategies in response to documented problems; and scheduling and authorizing the implementation of new and revised programs.</li> <li>• The Test Manager shall have familiarity with a requirements management tool as part of an application lifecycle management solution to support full forward and backward traceability and tracking of the project requirements.</li> <li>• Bachelor's Degree in Computer Science, Information Systems, Business Administration, or other related field. Or equivalent work experience.</li> </ul>
One (1) Training Lead	<ul style="list-style-type: none"> <li>• The Training Lead shall have a minimum of five (5) years of current experience within the last seven (7) years in this job class.</li> <li>• The Training Lead shall develop training curriculum through consultation with the Senior Business Analyst; plan and schedule the training; and work with the training and development team for the duration of training.</li> <li>• Bachelor's Degree in Instructional Technology, Computer Science, Information Systems, Education, or other related field. Or equivalent work experience.</li> </ul>

**C.9 Professional Qualifications**

See Table in Section C.8.

**C.10 Staffing Changes**

The successful Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than (5) business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.



### **C.11 Service Times**

The solution must be designed to be available 24 hours a day; seven (7) days a week; 365 days a year. Based on industry standards of 99.999% uptime.

During the life of the contract, the contractor staff must be available during Department Business Hours.

Additional Service Level Agreements (SLAs) will be determined during negotiation period.

### **C.12 Performance Measures**

See Table in Section C.5

### **C.13 Contract Document**

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of the ITN, any addenda, reply, and Department Contract.

### **C.14 Method of Payment/Invoice**

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

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

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

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

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

### **C.15 Contractor Responsibilities**

Contractor must:

1. Facilitate the Project kickoff meeting.
2. Work with DEO staff to establish any necessary technical environments.
3. Conduct and document requirements sessions.
4. Obtain the necessary understanding of DEO and Division processes, requirements and data.
5. Refine the business processes that will exist as a result of the new solution implementation.
6. Identify any gaps between current and future processes.
7. Analyze and refine the database design.
8. Validate needs through prototyping of functionality, navigation, state and federal reporting, and workflow.
9. Revise deliverables as a result of the review and approval process.
10. Document issues and decisions in the requirements sessions.
11. Be able to provide services under this Contract immediately after receiving training from DEO to contractor employees.
12. Designate a Project Manager to work with the DEO Project Manager in fulfilling the contractor's requirements under this Contract. Immediately notify the DEO Project Manager of any changes in project manager designations by e-mail as they occur.
13. Notify and fully report to the DEO Project Manager verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the contractor's possession related to this Contract is improperly used, copied, or removed by anyone, except an authorized representative of DEO, and any other infractions of any

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provisions of this Contract, or relevant laws and regulations, including but not necessarily limited to sections 443.171(5) and 443.1715, F.S., and any provision of 20 CFR Part 603. Reporting requirements also apply to threats and complaints involving actual or suspected criminal fraud, waste, abuse, or other criminal activities. Upon receipt, DEO will evaluate the information, determine appropriate actions, and notify the contractor of additional actions required, if any.

14. Immediately notify the DEO Project Manager and submit a written report within twenty-four (24) hours of any situation which could reasonably be expected to adversely affect the contractor's ability to fulfill its responsibilities under this Contract.
15. Comply with the requirements of the AST as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.
16. Conduct regularly scheduled project status meetings, no less than weekly.
17. Prepare and submit weekly Status Reports to DEO's Project Manager.

### **C.16 Background Screening**

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

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

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

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

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

### **C.17 Contract Extension**

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

### **C.18 Department Responsibilities**

DEO will:

1. Assign a Contract Manager to manage the Contract.
2. Assign a Project Manager to manage the project.
3. Ensure the DEO Contract Manager provides information to the Contractor as required.
4. Conduct any required coordination, communication, and document distribution with any entities external to DEO and other entities as required.
5. Review and approve all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract.
6. Be available for consultation throughout the project.
7. Provide subject matter experts (SMEs) to clarify DEO and Division business processes.
8. Provide leadership in coordinating efforts with DEO and Divisions for requirements elaboration.

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9. Provide interpretation of existing DEO policies and procedures to the contractor.
10. Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
11. Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
12. Maintain paper, electronic and final archive copies of all deliverables.
13. Expeditiously respond to inquiries or requests from Contractor.
14. Provide meeting sites when necessary.
15. Ensure project management and oversight standards set forth in rules 74-1.001 - 1.009, F.A.C. are followed.
16. Ensure contractor's compliance with the requirements of the AST as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.

#### **C.19 Financial Consequences for Failure to Timely and Satisfactorily Perform**

Failure to complete the all deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C. Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore Contractor(s) may be assessed the financial consequences set forth in Section C.5. However, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the parties may agree to a corrective action plan prior to the institution of financial consequences. Failure of Contractor to timely and adequately perform under any corrective action plan implemented by the parties must result in a financial consequence at least as severe as the consequence that would have been imposed under Section C.5.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract. The financial consequences set forth herein may be elected by DEO, but do not constitute exclusive remedies of DEO, and DEO shall retain all rights, privileges, and remedies available to it at law and in equity.

#### **C.20 Liquidated Damages upon Contract Termination**

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for *amount to be determined in final contract negotiations* for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.19) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

#### **C.21 Notification of Instances of Fraud**

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

#### **C.22 Confidentiality and Safeguarding Information**

Contractor may have access to confidential information during the course of performing the services described in this ITN. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this ITN. The Contractor's confidentiality procedures must be approved by DEO and must comply with all state and federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to section 435.04.

#### **C.23 Change of Ownership**

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

#### **C.24 Ownership and Intellectual Property Rights**

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

#### **C.25 Errors and Omissions Insurance**

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

#### **C.26 Performance Bond**

Contractor shall furnish state an annually renewable performance bond in an amount equal to one hundred percent (100%) of the Contract value before 10 Business days prior to the effective date of the Contract. "Contract value" will not include pricing associated with the option years, or the value of any commercial products, but will include any amounts that any Change Orders increase the amount above the Firm Price. Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety that is licensed to do business in the State of Florida, and must include the following conditions:

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

Such bond amount will not be modified unless agreed to by the Parties prior to the end of the bond's annual renewal date.

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

**Remainder of page intentionally left blank.**

**SECTION D**  
**DEO VENDOR CORE CONTRACT**

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 17-ITN-001-BM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

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

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

**ATTACHMENT A  
REFERENCE FORM**

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

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Department, for which work similar to that specified in this solicitation has been performed for a period of at least three (3) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The Department shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEPARTMENT WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: <small>Dates must demonstrate at least three (3) continuous years</small>	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: <small>Dates must demonstrate at least three (3) continuous years</small>	to
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: <small>Dates must demonstrate at least three (3) continuous years</small>	to
Approximate Contract Value:	\$

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

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

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

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



**ATTACHMENT B  
COST REPLY**

The Respondent should propose a fixed price for the duration of the contract which is inclusive of travel, lodging, per diem expenses and all other costs associated with the completion of the deliverables associated with all tasks defined in Section C – Scope of Work, of this ITN.

- A. Any one-time cost to secure usage of product (i.e., Purchase).
- B. Services to produce the following Deliverables, as stated in Section C of this ITN:

<b>Deliverable</b>	<b>Costs</b>
1: Introduction and Project Management Plan	
2: Gap Analysis and Requirements Validation	
3: Business Process Reengineering Plan	
4: System Documentation	
5: Traceability Matrix	
6: Solution Prototype	
7: Master Test Plan	
8: Automated System Testing and Results	
9: User Acceptance Testing	
10: Data Conversion and Migration Plans	
11: Data Conversion and Migration	
12: Implementation Plan and Deployment Checklist	
13: Working System and Supporting Documentation	
14: Training Materials and Knowledge Transfer Plan	
15: Knowledge Transfer	
16: Transition Plan	
17: Transition Completion Report	
18: Project Closure	

- C. Any additional recurring costs to secure usage of solution. In response to this part C, Respondent must include all costs associated with the continued use of Respondent’s solution, including but not necessarily limited to license, hosting, or support fees that will be charged by Respondent, and any fees expected to be charged by third parties. Respondent must specify whether each fee is Respondent’s fee, or a third party fee, and whether each type of fee will be charged one time, annually, or on some other schedule.

<b>Fee Type</b>	<b>Frequency</b>	<b>Cost</b>	<b>Justification</b>
License Fee			
Hosting Fee			
Post Implementation Support Rate			
TBD*			
TBD*			
TBD*			
<b>Additional Recurring Cost Total</b>			

\*Note: TBD entries should provide the Respondent the opportunity to list additional recurring fees that DEO may not have considered.

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**\*Authorized Representative's Signature**

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

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

**ATTACHMENT C  
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

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

_____	_____
_____	_____

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

_____	_____
_____	_____

The following persons have sought to influence the Department in this procurement on behalf of the Respondent.

_____	_____
_____	_____

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

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

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

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

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

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

**INSTRUCTIONS**

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

**CERTIFICATION**

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

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**\*Authorized Representative's Signature**

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

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

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

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

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

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

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

---

**\*Authorized Representative's Signature**

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

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



**ATTACHMENT G  
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its reply a list of the subcontractors who will perform work under the Contract(s) that result from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in an Enterprise Grants Management Solution as required by this solicitation and is qualified to provide the services for which it is listed.

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

**NO SUBCONTRACTORS WILL BE USED:**

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

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

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

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

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

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

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

**ATTACHMENT H  
REFERENCE QUESTIONNAIRE**

**Department of Economic Opportunity**

**Respondent's Company Name ("Respondent"):** \_\_\_\_\_

---

The Respondent listed above intends to submit a reply to the State of Florida, Department of Economic Opportunity, in response to an Invitation to Negotiate (ITN) for an Enterprise Grants Management Solution. As a part of its reply, the Respondent is required to submit a number of reference questionnaires, which have been completed by the individuals who sign and return the forms as specified below. **USE OF THIS FORM IS REQUIRED.**

Each individual responding to this reference questionnaire is asked to follow these instructions:

- **Complete this questionnaire using the space provided. Attach additional pages if necessary;**
- **Sign and date the completed questionnaire;**
- **Seal the completed, signed, and dated questionnaire in a new standard #10 envelope;**
- **Sign in ink across the sealed portion of the envelope; and**
- **Return the sealed envelope containing the completed questionnaire directly to the Respondent for inclusion in its reply.**

---

(1) What is the name of the company or organization responding to this reference questionnaire?

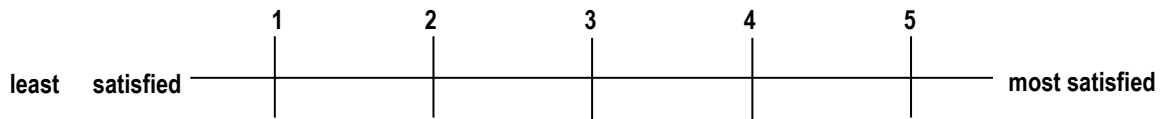
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Respondent.

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) What services does /did the Respondent provide to your company or organization? Attach additional pages to this questionnaire if necessary.

(4) What is the level of your overall satisfaction with the Respondent for the services described above?

*Please respond by circling the appropriate number on the scale below.*



If you circled 3 or less in the scale above, what could the Respondent have done to improve the rating?

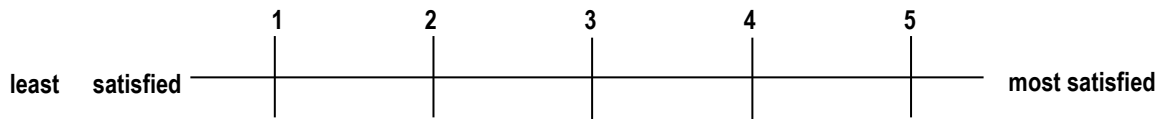
(5) Were the services completed, or are they being completed, in compliance with the terms of the Contract, on time, and within budget? If not, please explain.

(6) How satisfied are you with the Respondent's ability to perform based on your expectations and according to the contractual scope of work?

(7) In what areas of service delivery does /did the Respondent excel? What are/were its strong points?

(8) In what areas of service delivery does /did the Respondent fall short? What are/were its weaknesses?

- (9) What is the level of your satisfaction with the Respondent's project management approach, processes, and personnel?  
*Please respond by circling the appropriate number on the scale below.*



What, if any, comments do you have regarding the score selected above?

- (10) If the Respondent used subcontractors, what areas of the services were assigned to the subcontractor and why? How well did the Respondent manage the subcontractors?
- (11) Would you Contract again with the Respondent for the same or similar services? Do you have any reservations about recommending a future Contract award to or relationship with the Respondent?

<b>REFERENCE SIGNATURE:</b>  (by the individual completing this reference questionnaire)	
<b>DATE:</b>	(must be the same as the signature across the envelope seal)

**ATTACHMENT I  
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
<b>A. Technical Reply Submittal</b>	<b>60</b>
<b>1. Tab 2 – Executive Overview as defined in Section B.35.1</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• <b>Statement of Identified Need</b> The Reply to the Department’s Statement of Need shall include a brief executive summary demonstrating an understanding of the requested solution, the Department’s Statement of Need and business objectives, and Project deliverables, as specified in this ITN. The Reply to the Department’s Statement of Need shall also include a brief description of the contractor’s Project approach as part of the executive summary.</li>   <li>• <b>Company Qualifications and Prior Relevant Experience</b> Respondents must provide detailed evidence that the Respondent’s organization has prior relevant experience with a substantially similar task on projects of similar scope and range as the project specified in this ITN.</li>   <li>• <b>Project Personnel</b> <ul style="list-style-type: none"> <li>○ The Respondent will provide a list of team members, as described in section C.8 Staffing Levels, for approval with their name, respective roles, duration and experience while performing the services outlined in this ITN.</li> <li>○ The Respondent’s reply must provide information demonstrating the contractor has the personnel with the experience and qualifications to provide the services requested in this ITN. A concise, but thorough, description of relevant experience for each individual of the proposed project team is required.</li> <li>○ The Respondent must submit resumes on the personnel assigned to work on this project describing their education, training, and work experience. The Respondent must provide evidence that each staff proposed has previous experience with a substantially similar task on a large scale project.</li> </ul> </li> </ul>	
<b>2. Tab 3 – Project Planning and Execution Strategy as defined in Section B.35.1</b>	<b>25</b>
<p>The Respondent must provide a detailed overview of the proposed solution and describe their approach to implementing the solution as detailed in Section C, Scope of Work of this ITN. The described approach should include the Gap analysis, testing, data migration, training, and knowledge transfer.</p> <p>The Respondent must describe the proposed project management approach and methodology for managing the work defined in this ITN. This includes a Project Management Plan and Project Schedule.</p>	
<b>3. Tab 4 – Post Go-Live Support as defined in Section B.35.1</b>	<b>25</b>
<p>The Respondent must describe in detail how the solution would be maintained and supported post go-live implementation by Department staff. This effort must be completed with minimal training to Department staff. The Department prefers that the solution be on a platform as a service (PaaS) model that can be supported by the Department.</p>	
<b>B. Past Performance References as defined in Section B.36, B.37, and Attachment H</b>	<b>10</b>
<b>C. Cost Reply as defined in Section B.35.2 and Attachment B**</b>	<b>30</b>
<b>D. Total Possible Points for the Reply Submittal</b>	<b>100</b>

NOTE: The maximum available points (30 points in total) for the Cost Reply Submittal will be awarded to the Respondent with the lowest responsive Cost Reply. The remaining replies from all other Respondents will be awarded a pro rata portion of points based on the following cost formula:

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

- A = Lowest responsive Cost Reply
- B = Actual responsive Cost Reply for each of the other Respondents
- C = Pro rata portion (percentage) assigned for each of the other Respondents
- M = Maximum Points Available for the Cost Reply (=30 points)
- P = Points Awarded to each of the other Respondents

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**ATTACHMENT J  
REPLY PACKAGE CHECKLIST**

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

Check off each of the following:

- \_\_\_ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original reply. If a Respondent fails to submit a completed DEO Solicitation Acknowledgement Form with its reply, DEO reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the Respondent has met all other requirements of the reply.

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

- \_\_\_ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the reply.
- \_\_\_ 3. The Cost Reply (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the reply package. The authorized representative must have the authority to bind the Respondent.
- \_\_\_ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original reply, if applicable.
- \_\_\_ 5. The Intent to Submit Reply (Attachment K) has been submitted per Section B.10. (optional)
- \_\_\_ 6. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.
- \_\_\_ 7. The Respondent's reply addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.
- \_\_\_ 8. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.
- \_\_\_ 9. The [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) website has been checked and any Addendums posted have been completed, signed, and included in the original reply.
- \_\_\_ 10. The original reply must be received, at the location specified, prior to the Reply Opening Date and Time designated in the Invitation to Negotiate Document.
- \_\_\_ 11. The Respondent shall submit one (1) original, signed and sealed Technical Reply, six (6) hard copies, and one (1) electronic copy (on compact disc).
- \_\_\_ 12. The Respondent shall submit one (1) original, signed and sealed Cost Reply, two (2) hard copies, and one (1) electronic copy (on compact disc).
- \_\_\_ 13. If Respondent considers any portion of its Technical/Cost Response to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the reply titled "Redacted Copy" on compact disc.
- \_\_\_ 14. On the lower left hand corner of the envelope transmitting your original reply, write in the following information:

Solicitation Number: 17-ITN-001-BM  
Title: Enterprise Grants Management Solution  
Reply Opening Date & Time: February, 7, 2017 at 3:00pm (Eastern Time)

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**ATTACHMENT K  
INTENT TO SUBMIT REPLY**

**State of Florida  
Department of Economic Opportunity  
Office of Property and Procurement  
MSC B-047 Caldwell Bldg.  
107 E. Madison Street  
Tallahassee, FL 32399-4102**

IT IS ENCOURGAGE THAT THE RESPONDENT COMPLETE AND RETURN THIS FORM BY THE DUE DATE AND TIME REFERENCED IN THE INVITATION TO NEGOTIATE, SECTION B.6, CALENDAR OF EVENTS.

SUBMIT THE COMPLETED AND SIGNED FORM TO THE ABOVE ADDRESS.  
.....

Invitation to Negotiate Number: 17-ITN-001-BM

Title: **Enterprise Grants Management System**

Date & Time ITN Replies are Due: February 7, 2017 at 3:00 PM (Eastern Time)

Company Legal Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ATTACHMENT L  
TECHNICAL QUESTIONS SUBMITTAL FORM**

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

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

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

\*Add rows as necessary.

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

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

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