

State of Florida
Department of Financial Services
State Fire Marshal Bureau of Fire Prevention
Technology System Replacement
DFS - Invitation to Negotiate (ITN)

DFS (FM) ITN 09/10-35

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1 SECTION 1.0 INTRODUCTION

1.1 PURPOSE

The Division of State Fire Marshal, Bureau of Fire Prevention (BFP or the Bureau) is seeking the services of a Contractor to design, develop, host, and provide day-to-day operational maintenance of a single, multifunction, browser-based information technology (IT) application and services to support the needs of the four sections of the Bureau of Fire Prevention and associated supports and services, in accordance with all federal and state laws.

The Bureau intends to award a contract to a responsible and responsive Respondent that can fully meet the requirements as described in Attachment B- Statement of Work, and offers the best value to the State of Florida. The Bureau desires to procure a technical solution, in accordance with the requirements defined herein, from one and only one contracting entity that will be known as the Contractor.

Key elements for use by the Department of Financial Services (Department), Division of Risk Management (DRM), will allow DRM to retrieve eight key data elements for the performance of DRM's duties related to its reinsurance program.

Key elements for use by the Department's Division of Accounting and Auditing (Accounting and Auditing) will allow downloads of data to Accounting and Auditing's Asset Module in the Florida Accounting Information Resource (FLAIR) system to account for inspections and ensure reconciliation with FLAIR.

The Contractor shall provide a state of the art system that will:

- A. Conform to all regulations put forth in Chapters 552, 554, 633, and 791 of the Florida Statutes, as well as all applicable rules in the Florida Administrative Code and Department of Financial Services Policies and Procedures.
- B. Be web-based, and accessible by all entities regulated by the Bureau and governed by the statutes and rules listed above, as well as provide access to public records by consumers and citizens.
- C. Allow rapid and cost-effective development and implementation of changes resulting from updated state regulations.
- D. Be fully integrated, presenting a user interface that is seamless across all components, with a single logon for all workflow and transactional processing.
- E. Provide comprehensive and integrated reporting capabilities for Bureau users.
- F. Manage data such as geographical coordinates and related attributes to support the business needs of the Department.

1.2 PROCUREMENT OFFICER

The Procurement Officer is the sole point of contact from the date of release of this ITN until selection of a successful respondent. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services
Attn: Michelle McBride, Purchasing Services
200 E. Gaines Street, Larson Building
Tallahassee, FL 32399-0317
e-mail: michelle.mcbride@myfloridacfo.com
Fax: (850) 4487-2389

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, Respondents to this solicitation or persons acting on their behalf shall not contact, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response. Willful violation of the requirements of this subsection shall result in elimination of the offending entity from consideration for award of contract under this ITN.

The Department will not talk to any vendors or their agents, regarding questions or otherwise, regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions will be posted on the Vendor Bid System (VBS) website, at http://fcg.state.fl.us/owa_vbs/owa/vbs_www.main_menu (modifies PUR 1001 ¶5).

1.3 ITN ORGANIZATION

This ITN is organized as follows:

- A. Section 1.0 provides an introduction to this ITN, background information and definitions, and the procurement timeline.
- B. Section 2.0 incorporates by reference the BFP System Statement of Work (SOW).
- C. Section 3.0 contains the instructions for Proposal preparation and delivery, defines the evaluation process and provides additional contract terms.
- D. Attachment A contains a Price Proposal
- E. Attachment B contains the BFP System Statement of Work (SOW) and Deliverables
- F. Attachment C contains the Requirements Matrix
- G. Attachment D contains the Business Process Analysis
- H. Attachment E contains the Client Reference Form

- I. Attachment F contains the Identical Tie Response Certification Form
- J. Attachment G contains the Model Contract

1.4 PURCHASING INSTRUCTIONS AND GENERAL CONDITIONS

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000, General Conditions, which (except as modified by these Special Conditions) are incorporated and attached or available online at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

1.5 TIMETABLE

The following schedule will be strictly adhered to in all actions relative to this solicitation:

Table 1 - Procurement Schedule of Events

EVENT	DATE	ADDITIONAL INFORMATION
ITN Release and Advertisement	04/1/2010	Posted on Vendor Bid System at: http://fcn.state.fl.us/owa_vbs/owa/vbs/www.main_menu
Deadline for Questions submitted in writing via email	04/14/2010	Submit to: no later than 4:00 P M Procurement Officer (see Section 1.2)
Posting of Questions and Responses Received on or about	On or about 04/19/2010	Answers will be posted at: http://fcn.state.fl.us/owa_vbs/owa/vbs/www.main_menu
Sealed Proposals Due and Opened	05/03/2010	Submit to: Procurement Officer (see Section 1.2) no later than 3:00 PM
Oral Presentations	05/19/2010-05/24/2010	TBD
Posting of Intent to Award on or about	On or about 06/01/2010	Vendor Bid System http://fcn.state.fl.us/owa_vbs/owa/vbs/www.main_menu
Anticipated Contract Start Date	06/29/2010	

The Department reserves the right to make adjustments to this schedule and will notify participants in the solicitation. Adjustments to the schedule will be announced to all Respondents who have expressed interest by participating in the events listed in the table above.

1.6 BIDDER'S CONFERENCE

There will not be a Bidder's conference.

1.7 DEFINITIONS

1.7.1 SOLICITATION DEFINITIONS

1.7.1.1 "As-Is" means the Contractor will try to keep Deliverables and other Developed Materials up, bug-free, and safe, but the State is to use it at the State's own risk.

1.7.1.1 "Business days" include only Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida.

1.7.1.2 "Business hours" means 8AM to 5 PM on all business days. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.

1.7.1.3 "Calendar days" means all days, including weekends and holidays, except that if the last day counted falls on a weekend or holiday, the due date shall be the next business day thereafter.

1.7.1.4 "Contract" unless indicated otherwise, "contract" refers to the contract that will be awarded to successful Respondents under this ITN.

1.7.1.5 "Contractor" unless indicated otherwise, a business entity to which a contract has been awarded by the Department in accordance with a Proposal submitted by that entity in response to this ITN. This may also be referred to as "Provider".

1.7.1.6 "Department" means Department of Financial Services, or Chief Financial Officer. Terms may be used interchangeably. This may also be referred to as Buyer, Customer or "DFS".

1.7.1.7 "DIS" means the DFS Division of Information Systems.

1.7.1.8 "Desirable Conditions" designated by the use of the words "should" or "may" in this solicitation, indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.

1.7.1.9 “Mandatory Requirements” means that the Department has established certain requirements with respect to Proposals to be submitted by Respondents. The use of “shall” or “will” (except to indicate simple futurity) or “must in this solicitation indicates that compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the Proposal or termination of a contract.

1.7.1.10 “Minor Irregularity,” used in the context of this solicitation and contract, indicates a variation from the Proposal terms and conditions which does not affect the price of the Proposal, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

1.7.1.11 “Respondent” means the entity that submits materials to the Department in accordance with these Instructions, or other entity responding to this solicitation. This may also be referred to as Respondent, Bidder, or Proposer. The solicitation response may be referred to as Proposal, Bid, Reply or Response.

1.7.1.12 “ITN” refers to this Invitation to Negotiate and includes attachments to this Invitation to Negotiate unless stated otherwise.

1.7.1.13 “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://fc.state.fl.us/owa_vbs/owa/vbs_main_menu

1.7.2 TECHNICAL AND CONTRACT DEFINITIONS

Technical and contract definitions are found in the Glossary, Exhibit E to Attachment G, Model Contract.

1.8 BACKGROUND

1.8.1 AGENCY OVERVIEW

The Division of State Fire Marshal is located within the Department of Financial Services, where Alex Sink not only serves as Florida’s Chief Financial Officer but also as Florida’s State Fire Marshal.

The Division of State Fire Marshal is dedicated to providing the highest quality services to all of its customers, from local fire departments who request the Division’s assistance with conducting fire investigations to citizens who want to attend one of the finest fire training colleges in the state. The Division’s headquarters are located in Tallahassee, Florida; however, it has numerous field offices located across the state to help serve its customers better.

1.8.2 BUREAU OF FIRE PREVENTION OVERVIEW

Bureau of Fire Prevention. The Bureau of Fire Prevention (BFP, the Bureau) administers the compliance and enforcement services of the Division of State Fire Marshal under section 633.085, Florida Statutes (F.S.), as follows:

- A. Establishing fire safety and other life safety codes and standards,
- B. Reviewing plans and inspecting state-owned and certain state-leased buildings,
- C. Inspecting of boilers in places of public assembly, and
- D. Licensing and regulating fire equipment dealers, fire protection contractors, explosives and construction mining industries, and registration of fireworks manufacturers, wholesalers, retailers, and seasonal retailers.

The Bureau is headquartered in Tallahassee and has nine offices throughout the State. There are four sections within the Bureau as described below.

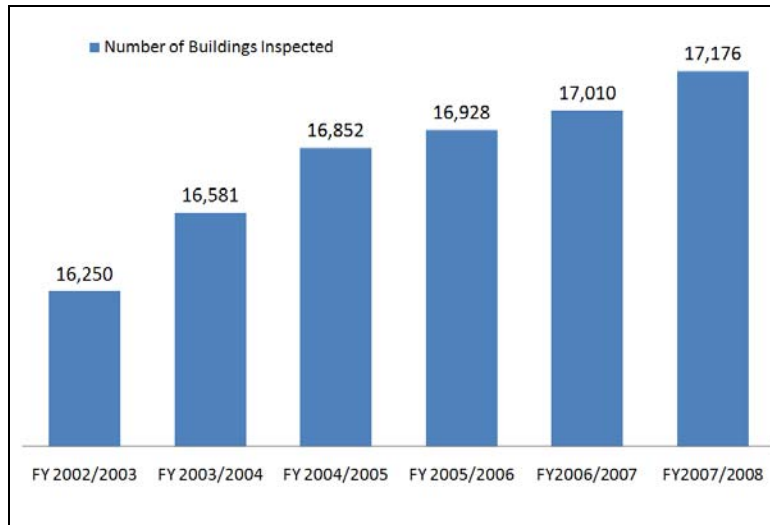
Plans Review Section. The Plans Review Section is tasked with the review of construction plans and documents for new construction, alterations, and renovations on all state-owned and state-leased buildings for compliance with the Florida Fire Prevention Code. The section is made up of four plan reviewers, an administrative secretary and a section manager. Florida Statutes mandate that plan reviews of state-owned buildings be completed within 30 calendar days and 10 work days for state-leased spaces. In 2008, the Plans Review Section reviewed 942 plans, an 18% increase from 2007.

Inspections Section. The Inspections Section is charged with enforcing the State's fire codes, which includes over 200 fire safety standards. Field inspections of state-owned buildings are conducted annually for compliance with the Life Safety Code. A completed building inspection involves a physical review of the facilities including all spaces enclosed within the perimeter walls, its site conditions, and any of its adjacent auxiliary facilities. Buildings under construction are inspected multiple times according to their size and stage of completion.

Buildings classified as High Hazard are required to be inspected annually while others are inspected once every two years. Like regular inspections, High Hazard Buildings under construction are inspected multiple times according to their size and stage of completion. A specialist will typically inspect forty-one buildings in a month containing 22 business days. In FY 2007-2008, thirty-four (34) Fire Protection Specialists conducted 17,176 building inspections. The number of buildings inspected has increased by an average of 185 inspections per year.

The figure below shows the growth in the number of state-owned buildings that the Bureau inspected, during the period of FY 2003 through FY 2007. Bureau full time equivalent positions (FTEs) have remained the same while the number of buildings has increased by 1,000.

Figure 1: Number of State-Owned/Lease Building Inspected by the Bureau



Boiler Safety Program. The State Fire Marshal is responsible for administering the Boiler Safety Act as outlined in Chapter 554, Florida Statutes. The Department adopts by rule a State Boiler Code for the safe construction, inspection, maintenance, and repair of boilers installed throughout the state. The section is headed by a chief inspector, while inspections are conducted by 4 deputy boiler inspectors employed by the state and by 147 special inspectors employed by 12 companies authorized to write insurance in Florida.

For FY 2007-2008, the Program's deputies and special inspectors conducted 4,912 and 5,923 inspections respectively for a total of 10,835 inspections.

Regulatory Licensing Section. The Regulatory Licensing Section issues 32 classes of new or renewed licenses/permits for five different industries. This responsibility is carried out by 5 staff members. Industry totals for FY 2006-2007 are presented below.

Figure 2: New and Renewed Licenses for FY 2006-07 by Industry

Industry	New & Renewed Licenses
Fire equipment dealers	2,700
Fire protection contractors	1,103
Explosives industries	479
Construction mining industries	105
Fireworks manufacturers, wholesalers, retailers, and seasonal retailers	4,490

Additional information regarding the Bureau's organizational structure, areas of responsibility, and filing and compliance requirements can be found on the State Fire Marshal website at: Division of State Fire Marshal. The Division's 2008 Annual Report can be found at: <http://www.myfloridacfo.com/sfm/pdf/sfm2008ar.pdf>.

1.8.3 OTHER DIVISIONS

Division of Risk Management. The Division of Risk Management administers a self-insurance program to all state agencies and provides claim handling services. This responsibility includes the need to track and manage property location information at a detailed level. While the Division has its own automated system to support their business purposes, there are some gaps in the data that could be corrected through reconciliation with other sources. The data elements and reports needed to support Risk Management are included in the functional requirements. There are three employees who need the ability to retrieve information and reports from the new system.

Division of Accounting and Auditing. The Division of Accounting and Auditing is responsible for promoting financial accountability for public funds throughout state government and providing comprehensive information to Florida citizens about how state funds are expended. Key elements of the new BFP system have been identified in the functional requirements, which will allow data to be imported into the Florida Accounting Information Resource (FLAIR) system to account for buildings and ensure reconciliation with FLAIR. The data elements and reports needed to support Accounting and Auditing are included in the functional requirements. The Department has approximately six employees (3 in this division and 3 in DIS) who will work with the exported data.

1.8.4 OBJECTIVES

The technical solution will automate many tasks that are now performed manually, and it will provide a greater number of self-service functions to regulated entities and to the general public via the Internet. Together, these two concepts will allow Bureau staff to be reallocated to tasks that more directly affect the accomplishment of fire prevention.

In particular, the new solution will provide the following improvements:

- A. Replace an outdated software application in the Building Plans Review Section. (Currently 8% of plan reviews are not being conducted within the timelines specified by statute due to staff vacancies and outdated functionality of the current system.)
- B. Replace another outdated software application in the Boiler Inspection Section. (The State is required to inspect any boiler that is overdue for inspection. The current system does not allow for timely recording of data, and so until the manual processing of thousands of mailed forms is completed, boilers that have been inspected by private Special Inspectors show up in the system as “overdue.” Consequently, state employed Deputy Inspectors frequently duplicate the work of the Special Inspectors - at a cost to the tax payers. This Section is currently 2 months behind in processing inspection records due to insufficient staffing and the burdensome paper and manual processes required by the current system.)

- C. Replace a third outdated software application in the Regulatory Licensing Section (With the current system, permits and registrations take months to complete when the actual time needed to process the application is only a matter of days. Also, the current system is no longer supported on its technology platform and will require immediate and complex upgrades if it is to be sustained.)
- D. Provide automation to the Inspections Section (in addition to automating inefficient manual processes, this automation will enable the capability for the Section to begin Construction, Occupancy, Protection and Exposure (COPE) inspections on state-owned buildings valued between \$1 million and \$15 million). Currently, these buildings are not receiving COPE inspections due to staff shortages, which results in the State paying higher insurance premiums.
- E. Provide online application and payment capability to the public (this automation will allow fees to be deposited to state accounts sooner, will reduce the number of service rendered to those who write checks on insufficient funds and will reduce many hours of manual processing in the Revenue Processing Section of the Department.)
- F. Improve citizen access to public records data and improve the Bureau's ability to respond to public records requests (this functionality will enable the Bureau to be in greater alignment with the Governor's Open Government initiative.)
- G. Reduce the Bureau's processing time in all sections, thereby leading to more efficient delivery of services to the citizens of Florida. Current processes contain a number of activities that are time consuming and add little to no value.
- H. Improve support to other divisions in the Department by providing location information not currently available, such as geographical location tracking and reporting. This can also benefit other state and federal agencies that rely on this type of information for emergency management and homeland security purposes.

1.9 SOLICITATION TERMS AND CONDITIONS

The provisions of this solicitation, including the ITN and all its attachments, shall be read as a whole. In case of conflict between provisions, provisions shall have the order of precedence referenced in Section 3.4.1 of this ITN.

If there are any perceived inconsistencies among any of the provisions of the ITN and its attachments, Respondents shall bring these inconsistencies to the attention of the Department prior to the submission of the Proposal. To report inconsistencies, Respondents must submit a formal question prior to the submission of Proposal. The Contract, Attachment I, after execution by the parties, will take precedence over the ITN document.

The Department objects to and shall not consider any terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response, which are inconsistent with or contrary to the requirements, terms, or conditions of this ITN. In submitting its response, a Respondent agrees that any such inconsistent or contrary terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect, and that the Department shall not be held to have acquiesced to such term or condition. Failure to comply with terms and conditions of the ITN, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response. [Modifies PUR 1001 ¶4]

2 SECTION 2.0 TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

2.1 SCOPE

The scope of work for this project, as well as functional and technical requirements, deliverables and project milestones are included in Attachment B-Statement of Work.

The Proposer will propose an option in its Response to provide addition of services, Optional to the Department, related to accommodating a writeable premium calculation module to be associated with the database to allow downloads. Describe this separately in the Proposer's Cost Proposal, because the Department may elect not to exercise the option, or may exercise it at a later date. For costs associated with an Optional requirement, provide only one formatted whole-dollar amount or "\$0" if the Optional requirement can be supplied to the State at no additional cost as part of a standard function of the proposed solution, or if the cost for the Optional requirement was included in the cost associated with another requirement, identify it with that other requirement.

2.2 MODIFICATIONS

The Scope of Work represents what the Division believes to be in the best interest of the State. The Department reserves the right to change, add, or delete any requirement from Attachment B-Statement of Work if the Department deems it to be in the best interest of the State. In addition, the Department reserves the right to withdraw and/or cancel this solicitation at any time, at no cost to the State, prior to a duly authorized and executed contract.

3 SECTION 3 SPECIAL CONDITIONS

3.1 PROPOSAL PREPARATION AND DELIVERY GENERAL INSTRUCTIONS

3.1.1 PROPOSAL ORGANIZATION

Organize the Proposal exactly as specified in these instructions, to consist of:

Volume 1- Management (including Letter of Transmittal)

Volume 2- Technical

Volume 3- Contract

Volume 4- Cost (bound separately, recorded on separate electronic media, separately sealed, and appropriately labeled)

The required format and contents of the Letter of Transmittal and the four volumes are described in section 3.2 below. Carefully follow all format and content instructions.

3.1.2 FORMAT AND PAGE LIMITS

Respondents are encouraged to minimize redundancy and provide concise responses. Prepare the Proposal concisely and economically, providing a straightforward description of services to be provided and capabilities to satisfy the requirements of this ITN. Emphasis during evaluation shall be on completeness and clarity of content.

Label each volume clearly on the cover as to volume number, volume title, copy number of total copies (for example, “copy 1 of 10 copies”), the ITN number and name, date, and Respondent’s company name. Each volume shall be separately bound in a three-ring binder.

Format the Proposal on paper that is 8.5 by 11 inches, except that foldouts are allowed on paper that is no larger than 11 by 17 inches. Sheets may be printed single-sided or double-sided. If printed on both sides, each sheet shall be counted as two pages. The general text in the Proposal shall be printed using a font of at least 12-point.

3.1.3 VOLUME QUANTITY AND MEDIA

Furnish ten (10) paper copies of each volume. Copy one of each volume shall be the original/master copy and shall be clearly marked as “Original/Master Copy”. Original signatures need to be provided only in the original/master.

In addition to the required paper copies, furnish one electronic set on CD-Rom, to include Volumes 1, 2, and 3 (in PDF format) and a project schedule (in PDF and Microsoft Project format), (with task dependencies included but no financial data) combined on a single media, and one electronic copy of Volume 4 (Cost), separate from Volumes 1, 2, and 3.

The original/master paper copy of each volume will be considered the authority if minor differences between the paper and electronic copies are identified (such as pagination differences).

3.1.4 PROPOSAL DELIVERY

Deliver the Proposal in sealed boxes. It is strongly recommended that Proposals delivered through the mail be sent via tracked delivery (i.e. FedEx or UPS) to ensure that the data and time of delivery is verifiable. The following labeling and packing instructions shall apply:

1. Address to the Procurement Officer identified in Section 1.2
2. Label each box on the outside of the box with Respondent's return address, the ITN number and name, and the Proposal volumes that are enclosed. Each box shall be labeled as "Box # of ##" (for example, "Box 1 of 3"). Include in each box an inventory list of the contents of each box.
3. Boxes or sets of boxes containing Volumes 1, 2, and 3 shall not contain any Volume 4 paper or electronic copies. Volume 4 shall be contained in its own box or set of boxes that shall be conspicuously labeled "Volume 4 (Cost)".

Respondents should be aware that the Larson Building is a secured facility. Respondents should allow sufficient time for obtaining admission through the security office, for multiple Respondents may be attempting to submit Proposals at the same time.

DELIVERY MEANS AT THE CORRECT LOCATION (BUILDING AND ROOM) ON OR BEFORE THE REQUIRED DATE AND TIME. PROPOSALS DELIVERED LATE OR TO THE WRONG LOCATION WILL BE REJECTED. The Department assumes no responsibility for unmarked or incorrectly marked packages. The Department assumes no responsibility for packages delivered to the wrong address, wrong office, or wrong room. The Department recommends that the Respondent confirm receipt of its Proposal.

3.1.5 COMMUNICATION WITH THE DEPARTMENT

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with Department employees. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection, the respondents, its agents and employees will not engage in any written or verbal communication with and Department employees whether or not such individual is assisting in the selection of the respondent, regarding the merits of the respondent or whether the Department should retain or select the respondent. The respondent will not engage in any lobbying efforts or other attempts to influence the Department, or the evaluation team, in an effort to be selected. The selection period shall begin according to the Timetable in Section 1.5.

3.2 REQUIRED CONTENTS

Within this ITN, the use of “must” or “shall” indicates a mandatory requirement or mandatory action. The Department may consider failure to meet a mandatory requirement to be a material deficiency in which case the Department will reject the Proposal and not evaluate it further. The use of “should” indicates a desired requirement. The Department will not reject a Proposal that fails to meet desired requirements. However, the Department will consider desired requirements in the scoring of each Proposal.

When evaluating a Proposal for specific evaluation criteria, evaluators will focus on the Proposal section where this ITN requires the information to be provided. EVALUATORS WILL NOT SEARCH THE ENTIRE PROPOSAL FOR REQUIRED INFORMATION THAT IS NOT INCLUDED IN OR REFERENCED FROM THE APPROPRIATE SECTION. Consequently, the Respondent is encouraged to use cross-references to avoid duplicating information that is discussed elsewhere. For example, if one Proposal section answers multiple ITN requirements, a cross-reference to that section from another Proposal section can avoid duplicating the information while still enabling the evaluator to find the required information. Under no circumstances shall evaluation of Proposal Volumes 1, 2, or 3 require reference to Proposal Volume 4.

3.2.1 VOLUME 1 (MANAGEMENT)

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 1 OR IN THE ELECTRONIC MEDIA CONTAINING VOLUME 1 WILL RESULT IN REJECTION OF THE PROPOSAL.

3.2.1.1 Volume 1 Organization and Contents

Include the sections shown in Table 2 in the column headed “Proposal Section Title and ITN Section Title” and format the sections in the order indicated in the Table.

Address all topics required by the ITN section indicated in the columns headed “ITN Section” and “Proposal Section Title and ITN Section Title”. Address all relevant requirements from Attachment B- Statement of Work.

Table 2 – Required Organization and Contents for Volume 1 – Management

Proposal Section	Proposal Section Title and ITN Section Title	ITN Section
Unnumbered	Letter of Transmittal	3.2.1.2
Unnumbered	Title Page	3.2.1.3
Unnumbered	Table of Contents	3.2.1.4
Unnumbered	Identical Tie Response Certification	3.2.1.5

Section 1	Executive Summary	3.2.1.6
Section 2	Provider Information	3.2.1.7
2.1	Company Profile	3.2.1.8
2.2	Experience and Qualifications	3.2.1.9
2.3	References	3.2.1.10
2.4	Subcontractors' Experience and Qualifications	3.2.1.11
2.5	Overall Staffing and Organization Approach	3.2.1.12
2.6	Proposed Key Staff	3.2.1.13
2.7	Support Needed from DFS/DIS	3.2.1.14
Section 3	Management Approach and Methodologies	3.2.1.15
3.1	Project Approach	3.2.1.16
3.2	Project Schedule and Resources	3.2.1.17
3.3	Project Management Methodology	3.2.1.18
3.4	System Development Methodology	3.2.1.19
3.5	Interfaces	3.2.1.20
3.6	Data Conversion	3.2.1.21
3.7	Training	3.2.1.22
3.8	Work Effort Basis of Estimate	3.2.1.23
3.9	Sample System Requirements Specification	3.2.1.24
Unnumbered	Registration with DMS	3.2.1.25
Unnumbered	Licensed by Florida Department of State	3.2.1.26

3.2.1.2 Letter of Transmittal

The Letter of Transmittal serves as the document covering transmittal of the Proposal package.

Include the original Letter of Transmittal in the Original/Master Copy (copy one) of Volume 1. Duplicated copies of the Letter of Transmittal should be included in other copies of Volume 1. The Letter of Transmittal shall include:

1. The date the Proposal is submitted
2. A statement expressing the corporate commitment to the project
3. A brief statement of the understanding of the work to be done

4. A statement that the Proposal is valid until a contract is signed by both the selected Respondent and the Department or until the Department determines that no award will be made based on responses to this ITN
5. The name, title, address (including e-mail), and telephone numbers of the individual who will be authorized to perform contract administration and other contact persons for Proposal for any Proposal clarification requests
6. A statement that a performance bond will be posted upon award of contract
7. A statement that the Firm, as the Contractor, is authorized to serve as the prime contractor and assumes responsibility for the product and service delivery of all approved subcontractors
8. A statement that the Firm owns or has the right to lease, install and operate lease, install and operate the proposed software and services
9. A statement to the Firm's certification as to the accuracy of the response
10. A statement that Firm agrees to not seek indemnification from the Department for any costs or services relating to the response to this ITN
11. A signature, in ink, by an individual who is authorized to bind the organization to legal contracts
12. A statement that Respondent is licensed to conduct business in Florida via Department of State
13. A statement that Respondent is registered with the Florida Department of Management Services in the DMS procurement system

3.2.1.3 Title Page

Include on the title page: "BFP System Replacement Services, ITN # _____", the date and the name and address of the Respondent.

3.2.1.4 Table of Contents

Include a table of contents with each volume. The table of contents shall identify the major topics and sub-topics of the volume and provide page numbers.

3.2.1.5 Identical Tie Response Certification Form (Optional)

The Proposal may include the Identical Tie Response Certification Form when applicable to the Respondent, completed and signed. The Form is provided with the ITN as Attachment F. If the Form is applicable and is included, the original Form must be included with the Original/Master Copy (copy one) of Volume 1 of the Proposal.

3.2.1.6 Section 1 – Executive Summary

Provide a concise summarization of the software and services offered to meet the Department's needs, the Respondent's approach to providing the services and the benefits that the State will derive from completing the project, and documentation as to why the

Respondent is best qualified to perform this engagement. The Respondent is encouraged to limit the Executive Summary to no more than three pages.

3.2.1.7 Section 2 – Provider Information

3.2.1.8 Section 2.1 – Company Profile

The Proposal shall include a brief company profile discussing the proposing company's history, size, location, and general qualifications, including:

1. Home office location
2. An overview and brief history of the firm
3. Year company was founded
4. Year company began to offer software development or integration services
5. Current number of staff employed (total staff count and the number supporting licensing and enforcement systems)
6. Describe any relevant litigation brought against the company within the last five years
7. Describe all litigation brought against the company relevant to any licensing and/or enforcement Commercial Off the Shelf (COTS) packages
8. Describe any contracts where the company's performance was terminated within the last five years for breach or default
9. Financial Statements for the past three fiscal years

3.2.1.9 Section 2.2 – Experience and Qualifications

The Proposal shall provide information regarding the company's experience with information technology system development or integration.

1. Describe the organization's qualifications, experience, and other pertinent information that demonstrates the organization's ability to successfully provide the BFP system
2. Describe the Respondent's experience with code enforcement and licensing industries in governmental environments and with systems similar to the BFP system
3. Describe experience where project management was successful and contributed to the project's success

The Proposal shall provide information regarding the proposing company's experience with any proposed COTS. If applicable, the Proposal shall include the following information:

1. Number of years providing each COTS software product proposed
2. Number of current or past projects that included the proposed COTS software product
3. Number of years of experience providing vendor-hosted solutions similar to the solution requested by the Bureau in this ITN

3.2.1.10 Section 2.3 - References

The Proposal shall describe three or more past government and two corporate projects that are relevant to the requirements of this ITN. A current project is acceptable as long as the system is currently in operational use. The experiences should include development or integrated implementation of IT systems that serve a large number of diverse users, preferably utilize web technologies, include data conversion from one or more legacy systems, and include training development and delivery. For each project, include:

1. Project title, client organization, and project reference, with phone and email address
2. Period of performance (initial and final). Explain any delay in project completion.
3. Contract value (initial and final). Explain any growth in contract value.
4. The degree to which the project was successful with respect to customer acceptance, success in meeting organizational goals, on-time completion of project, and on-budget delivery of project.
5. Describe how the project was similar to the BFP system and correlate project functions to the Bureau's functional areas.

The Respondent shall complete Attachment E - Client Reference Form and include it in this section.

3.2.1.11 Section 2.4 – Subcontractors' Experience and Qualifications

The Contractor must assume full responsibility for all services required to be performed under the contract. The Department will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under the contract. If any part of the work is planned to be subcontracted, the Respondent's response must include a list of subcontractors, including the firm name, address and contact person of each subcontractor, a complete description of the work to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's organizational abilities.

The Proposal shall describe the roles and responsibilities subcontractors will have in the project, how subcontractor performance will be managed, and the authority of the prime contractor over subcontractors. For each subcontractor, the Proposal shall identify each deliverable on which the subcontractor will work and the extent of the subcontractor's responsibility for that deliverable.

3.2.1.12 Section 2.5 – Overall Staffing and Organizational Approach

The Proposal shall include an organizational chart that shows all Key Staff members and their assignments, along with any other staff positions required by the Respondent's management and implementation approach. The proposed organization chart shall

depict the lines of responsibility among the positions, identifying the roles to be performed by each position, and describing the timeframes during which each role will be performed.

3.2.1.13 Section 2.6 – Proposed Key Staff

The Proposal shall identify the Key Staff members for this project by name, describe their position, responsibility on project, years of pertinent experience, education, certifications, and why that individual is well qualified to work on the BFP system implementation. [See Attachment B – Statement of Work, Section 6.3 Key Staff Qualifications.]

Key Staff identified in the Proposal must be available for the project. [Refer to Attachment I - Model Contract (Section 6) for specific clauses pertaining to reassignment of key personnel.]

Key staff members may be from the prime contractor or from subcontractors. Where possible, key staff members should have worked on one or more of the projects cited as past corporate experience.

The Proposal shall identify the Key Staff member (or other staff member by name and title) that is responsible for each of the required or proposed deliverables. Include the following information for each Key Staff member:

1. A resume, including:
 - a. Name
 - b. Description of up to six (6) applicable qualifications and experience
 - Focus first on projects of comparable type, size and complexity; then list other pertinent work history experience, including any regulatory experience.
 - Present as one paragraph (bulleted format is acceptable)
 - Include From Date – To Date
 - Provide role/capacity
 - Project Budget/Size
 - Brief description of project
 - Key duties performed
 - c. Three (3) professional references including:
 - Name
 - Email address
 - Phone number of contact person(s)
 - Description of work performed
 - Dates of work from work on similar projects in the public sector

- d. All applicable education degree programs and/or completion of management, technical, software, instruction, training or course work certification including:
 - Name of Institution/Providing Organization
 - Certification Earned and Date Earned
 - Area of Study/Focus
 - Dates of Attendance
2. A statement confirming the Respondent is authorized to submit the proposed staff member for the applicable role.
3. A statement confirming the proposed staff member possesses no actual, potential, or appearance of a conflict of interest regarding any element of this effort.

Resumes shall not contain any pricing information to help facilitate unbiased selection of the position by the evaluation team.

3.2.1.14 Section 2.7 – Support Needed From DFS/DIS

Respondents should note that the Department and its Division of Information Systems (DFS/DIS) have limited resources available to assist the selected Respondent with activities put forth in Attachment B – Statement of Work. The Department understands that the design and implementation phases of the BFP system project will involve concerted and coordinated efforts of DIS (technical experts, the Department’s Contract Manager, the Department’s subject matter experts, and the Contractor. However, it is the Department’s expectation that Contractor staff will be responsible for all post-implementation operations and maintenance.

The Proposal shall describe all support needed from the Department and DIS during the entire project. This shall include roles and responsibilities, numbers, level of expertise, and anticipated work effort dates and duration of tasks, for example, cleansing of legacy system data or training facility preparation. The Respondents shall be specific about the anticipated roles and responsibilities of the resources to be provided by the Department and DIS.

3.2.1.15 Section 3 – Management Approach and Planning

3.2.1.16 Section 3.1 – Project Approach

The Department desires an implementation timeline of no longer than six months. The Respondent shall analyze the requirements defined in Attachment B – Statement of Work and define a project approach that, based on their experience, will result in a successful implementation for the Department within that timeframe. The Respondent shall present pros and cons of different workable approaches (such as phased releases or not) and shall present the rationale for the recommended approach.

From a business perspective, the order of priority for services is described herein. (Refer to Attachment B – Statement of Work for definitions and descriptions of the topics discussed in this section.) Due to technical support and funding hardships, it is preferred that Priority #1 be completed no later than three months after contract execution. To the extent feasible, inclusion of Priority #2 within that time frame is also desired.

1. Migrate historical data from the Plans Review and Inspection System and the Boiler Management System into the new BFP system and provide functionality needed to support existing business processes. *Due to the lack of technical resources available to support these systems, the need to replace them is critical.*
2. Migrate historical data from the Regulatory Licensing System and provide functionality needed to support existing business processes. *In-house technical support is available to support this system until a replacement solution can be implemented.*
3. Provide document management and storage services. *The ability to manage documents in electronic format within the system environment will reduce the costs and inefficiencies associated with paper handling, which is vitally important to the mission of the Bureau and the Department.*
4. Provide online filing services. *There are significant benefits to be gained through automated services for entities regulated by the Bureau.*
5. Provide online public access to BFP records. *This is a highly desirable feature and will reduce the workload of staff that currently perform this process manually.*

The Respondent will provide a technical solution and supporting services that will enable the Bureau to meet the stated program objectives. The Bureau desires that the initial functional module(s), as agreed to between the Bureau and the selected Respondent and documented in the Bureau-approved project plan, be operational on or before the date listed in the approved Project Schedule that is approved pursuant to the Contract. This date is negotiable based on the Respondent's proposed solution to the Bureau's requirements.

The contract resulting from the ITN will be a firm fixed price contract for the delivery of all requirements in scope. The period of performance of the awarded contract shall be for up to 36 months after execution of the contract plus up to three years in renewal options for Operations and Maintenance in monthly increments. Funding for future years is contingent to legislative approval.

3.2.1.17 Section 3.2 Project Schedule and Resources

The Proposal shall include a preliminary detailed Project Schedule submitted as a separate file based on the Contract Start Date specified in Section 1.5. The Department will look to the Contractor to propose a schedule that allows for work to be performed expeditiously. The project schedule shall be developed using Microsoft Project and shall meet the following conditions at a minimum:

1. Identify all major deliverables to be furnished.
2. Include deliverable review cycles designed to allow adequate time for review, feedback, corrections and approval of deliverables by Department staff.
3. Identify necessary major tasks to be performed.
4. Specify any tasks which are dependent upon the completion of other tasks.
5. Identify completion dates for all major tasks identified in the workplan.
6. Specify accountable resources from each source organization for each major task.
7. Identify the DFS (business) and DIS (technical resources) needed to perform the tasks. [See Section 3.2.1.14 regarding level of specificity.]
8. Specify the approximate number of hours to be spent on this project by each level of personnel, and the nature of work to be performed by such personnel.
9. A baseline plan must be provided to support identification of deviations from the initial plan.

For evaluation and review purposes, a printed version of the Gantt chart showing tasks, start and end dates and task dependencies shall be provided.

3.2.1.18 Section 3.3 Project Management Methodology

The Respondent shall propose a project management methodology that is consistent with the standards within the Project Management Body of Knowledge (PMBOK). The Proposal shall provide a discussion of the project management methodology to be used and the benefits to be derived by the Department in using this methodology for this project. Sufficient detail shall be provided so that the Department will be able to evaluate the value of such methodology.

The Proposal shall contain a detailed project plan narrative describing the proposed approach and lifecycle for the implementation activities, including major activities, timeframes, dependencies, inputs, outputs, and deliverables as discussed in Attachment B - Statement of Work. This section shall illustrate the Respondent's approach for ensuring adequate integration and coordination among the various project services and their related work packages, schedules and resources. The Proposal shall describe how the Respondent's approach will satisfy the project management requirements. [See Attachment B – Statement of Work, Section 4.1 Project Management Requirements.]

3.2.1.19 Section 3.4 – System Development Methodology

The Proposal shall include a high-level view of the proposed configuration and development approach and methodology that defines lifecycle tasks for the implementation activities included in this ITN. The methodology should be a documented, industry accepted development methodology and the Proposal should explain how the development approach will be integrated and managed within the project management methodology. The Proposal should describe how the methodology will break the configuration and development process into multiple, well-defined and

bounded phases that are easily adaptable to the solution. [See Attachment B – Statement of Work, Section 5.3 Project Milestones and Schedule.]

If the Respondent has a Capability Maturity Model Integrated (CMMI) level rating, International Organization for Standardization (ISO) 9000 Compliance, or some other indication of software development methodology maturity that will be brought to bear on offered services, the proposal shall include evidence of such.

Describe the process for validating and finalizing the system requirements and how the re-engineered business process will be documented. Discuss the approach, tools and documentation that will be used to support the process. [See Attachment B – Statement of Work, Section 4.2 Requirements Analysis.]

Describe the approach for user acceptance testing. Discuss the process, activities, roles and responsibilities, tools and equipment, and the anticipated timeline. Describe the types of test scenarios to be developed by the Respondent, and how the testing process will be used to validate whether the system meets the requirements as stated. Describe how testing will be designed to address various user roles (system administrator versus business user). Describe how corrective actions will be taken where test results do not meet expectations. [See Attachment B – Statement of Work, Section 4.6 Testing.]

Describe the implementation strategy and how the approach is expected to minimize disruption of business processes and activities while guiding the Bureau through the organizational change that will accompany changes to the business processes. [See Attachment B – Statement of Work, Section 4.7 Implementation.]

3.2.1.20 Section 3.5 – Interfaces

Describe the approach to development and support of system interfaces, including the stated external interfaces as well as any other system interfaces necessary. Identify tools, languages, format, and any other relevant factors.

3.2.1.21 Section 3.6 – Data Conversion

Describe the approach for migrating data from legacy systems to the BFP System. Discuss the activities, tools and documentation that will be used to support the process. [See Attachment B – Statement of Work, Section 4.4 Data Conversion.]

3.2.1.22 Section 3.7 – Training

Describe the training approach to be utilized by the Respondent. Discuss the techniques, tools, and timeline for system training. Describe how training will be customized to accommodate varying user needs based on their business process (licensing versus investigations) and/or user level (analyst versus system administrator). Describe how the effectiveness of training will be measured and reported on by the Respondent to ensure training objectives are met.

The Bureau anticipates the need for training at two locations in Florida, specifically the Tallahassee headquarters and the Ocala regional office. Employees in other regional

offices will travel to one of these locations. A maximum of 30 users will attend each training session. [See Attachment B – Statement of Work, Section 4.5 Training.]

3.2.1.23 Section 3.8 – Basis of Estimate

Describe the estimating methodology used as the basis to determine the estimated level of effort for the project. Describe the model used to identify the activities to be performed, resource and scheduling requirements, associated costs, and the level of confidence in the resulting estimates. The estimating rationale for all labor components should be provided. Responses must include a list of “Facts and Assumptions” used in developing the estimates.

3.2.1.24 Section 3.9 - Sample System Requirements Specification

The Proposal shall include a sample of a System Requirements Specification (or equivalent deliverable) provided for a previous project similar in size and complexity to the BFP system. Extracts from the document may be provided in lieu of the entire document for the sake of brevity, but the table of contents and sufficient portions should be provided to enable the evaluators to determine the quality and completeness of the document. The proposal shall also include a brief description of the project for which the document was prepared.

3.2.1.25 Registration with Department of Management Services

It is required that the Respondent be registered with the Florida Department of Management Services (DMS) in the DMS procurement system. If the Respondent is currently registered with the Florida Department of Management Services (DMS), the Respondent’s transmittal should provide a certification of this registration. If the Respondent is not currently registered with DMS, the Proposal should contain a statement that the Respondent will apply for registration and provide such evidence prior to contract signing.

3.2.1.26 Licensed by the Florida Department of State

All entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State. Respondents shall submit a certification of its licensure authorizing them to do business in the State or provide evidence of application for a license.

3.2.2 VOLUME 2 (TECHNICAL)

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 2 OR ON THE ELECTRONIC MEDIA CONTAINING VOLUME 2 WILL RESULT IN REJECTION OF THE PROPOSAL.

3.2.2.1 Volume 2 Organization and Contents

The Proposal should include the sections shown in Table 3 in the column headed “Proposal Section Title and ITN Section Title”. The Proposal sections should be in the order indicated in the Table. Each section of this volume should address all topics required by the ITN section indicated in the columns headed “ITN Section” and “Proposal Section Title and ITN Section Title”. The Proposal should also address all relevant requirements from Attachment B – Statement of Work.

Table 3 - Required Organization and Contents for Volume 2 - Technical

Proposal Section	Proposal Section Title and ITN Section Title	ITN Section
Unnumbered	Table of Contents	3.2.2.2
Section 4	Requirements Compliance	3.2.2.3
4.1	Functional Requirements	3.2.2.4
4.2	Technical Requirements	3.2.2.5
4.3	Statement of Work	3.2.2.6
4.4	Facilities and Location of Work	3.2.2.7
Section 5	Technical Approach	3.2.2.8
5.1	Technical Solution	3.2.2.9
5.2	COTS Configurability	3.2.2.10
5.3	Fixes and Upgrades	3.2.2.11
5.4	Adaptability	3.2.2.12
5.5	System Performance and Capacity	3.2.2.13
5.6	Usability	3.2.2.14
5.7	Public Access	3.2.2.15
5.8	Known Risks	3.2.2.16
Section 6	Operations and Support Requirements	3.2.2.17
Section 6.1	Vendor Hosted Solution	3.2.2.18
Section 6.2	Data Security and Protection	3.2.2.19
Section 7	Transition Services	3.2.2.20

3.2.2.2 Table of Contents

Include a table of contents for this volume. The table of contents should identify the major topics and sub-topics of the volume and provide page numbers.

3.2.2.3 Section 4 - Requirements Compliance

3.2.2.4 Section 4.1 – Functional Requirements

Describe how the Functional Requirements shall be satisfied by the proposed system. [See Attachment B – Statement of Work, Sections 3.1, 3.2 and 3.4.] This shall be accomplished by completing Attachment C – Requirements Matrix, Functional Requirements worksheet. Any exceptions must be clearly noted and explained.

3.2.2.5 Section 4.2 – Technical Requirements

Describe how each of the Technical Requirements shall be satisfied by the proposed system. [See Attachment B – Statement of Work, Section 3.3.] This shall be accomplished by completing Attachment C - Requirements Matrix, Technical Requirements worksheet. Any exceptions must be clearly noted and explained.

3.2.2.6 Section 4.3 – Statement of Work

The Proposal shall describe how the provisions of Attachment B – Statement of Work shall be satisfied, as referenced within corresponding sections of this ITN. Deliverables have been defined in order to establish a set of minimum requirements and standards to be met. [See Attachment B – Statement of Work, Section 5.1 Deliverables and Acceptance Criteria.]

The Proposal may include alternative deliverables that are compatible with the methodology proposed, in which case the proposal shall describe the alternative deliverables using the same level of detail as used in Attachment B. If the Respondent is offering a substitution, equivalent or variation of the specification, the Respondent shall submit supportive documentation to show it meets or exceeds the minimum specification. Although the Department has provided a detailed statement of needs and mandatory requirements for Respondent to meet in order to be selected for the Contract for the Program, it is not intended to limit Respondent's innovations or creativity in preparing a Proposal to accomplish these goals. Innovative ideas, new concepts and arrangements other than those presented here will be considered.

3.2.2.7 Section 4.4 – Facilities and Location of Work

Identify the physical locations where all work will be performed pursuant to this contract. Also describe the technical environments to be provided by the Respondent that are necessary to support project activities as well as post-implementation operations. [See Attachment B – Statement of Work, Section 6.4 Facilities and Location and Work.] [Reference the Contract - Section 6.1.7 Location.]

3.2.2.8 Section 5 – Technical Approach

3.2.2.9 Section 5.1 – Technical Solution

The Respondent must provide a detailed technical solution. This should include a comprehensive technical overview of the solution as well as a detailed description of the proposed technical architecture and system landscape. The Proposal can include comprehensive visuals as needed to show relationships between network components, interfaces, hardware and software components and databases. For example: system diagrams, entity relationship diagrams, and/or database models.

All technical resources must be clearly defined for both the implementation project and production operations and support. This includes but is not limited to all of the following:

1. Hardware – all workstation, server, network, and peripheral hardware requirements and resources must be clearly stated.
2. Software – all software requirements and resources must be clearly stated, including specific numbers and types of licenses, software versions, patch numbers (if appropriate), add-ons, etc. for all platforms, including workstations, application/web servers, database servers, imaging/scanning, etc.
3. Data Storage – all anticipated data storage requirements and resources must be clearly stated, including storage requirements for all environments needed for development, testing, production, backup/recovery, etc.
4. Network – all network/communication requirements must be clearly stated, such as anticipated bandwidth usage and any network/communication equipment and technology.
5. DFS technical resources – All necessary technical resources to be provided by the Department must be clearly stated. For example, imaging processes require scanners that must be identified so that DFS can determine additional solution costs beyond vendor products and services.

NOTE: Please keep in mind that NO cost figures are to be included in the Technical portion of the Proposal. All costs, including recurring costs, are to be identified ONLY in the Cost portion of the Proposal.

3.2.2.10 Section 5.2 - COTS Configurability

If the proposed solution is a COTS solution system, the Proposal shall provide a complete description for the COTS product that is offered as the technical solution. Also describe the degree of flexibility and adaptability within the product configuration.

The Department will give favorable consideration to a COTS solution system that is highly and easily configurable by the Department.

If the proposed solution includes multiple COTS packages, the Proposal shall describe specifically what types of customizations or modifications are necessary to enable the COTS packages to meet the stated requirements.

If the proposed solution includes the integration of multiple COTS packages, and/or integration with existing custom-built applications, the Proposal shall include an explanation of how the integration of components is to be accomplished. Be thorough and specific. Include previous projects as examples or provide other evidence that such a proposed solution has been successfully integrated with those components in previous implementations and is in production.

3.2.2.11 Section 5.3 - Fixes and Upgrades

Address the process for handling future upgrades of the proposed solution, including but not limited to, upgrades that will require any type of customization or modification. Describe the frequency and timing of product updates and releases. Describe the approach to planning, performing and monitoring configuration management activities, including revision and release control of software code, system and interface testing, and maintenance of current documentation.

3.2.2.12 Section 5.4 - Adaptability

Describe the proposed solution in terms of its adaptability. Topics of interest include but are not limited to:

1. Use of table-driven logic for ease of modification and enhancements
2. Use of user-defined parameters for ease of configuration and of customization
3. Use of sufficient levels of access control to allow “super users” to have more control over the data to make corrections, etc., while maintaining data integrity
4. Use of components, web parts, web services, and other new technologies that support code re-use, reduce duplicity of coding, and shorten maintenance/modification times.

3.2.2.13 Section 5.5 - System Performance and Capacity

Describe features of the Respondent’s solution which affect system performance, both positively and negatively. Discuss the topic of multi-tenancy, explaining whether the data is stored on a shared server and what measures are taken to mitigate performance issues that may result from sharing resources.

Discuss the capacity and scalability of your solution, as it could impact future system performance as database volume and number of users may increase.

3.2.2.14 Section 5.6 - Usability

Address the usability features of the proposed solution. Also, describe how the solution meets § 508 standards for accessibility, as far as is applicable for this project. If the proposed solution is not in full compliance with § 508, describe in detail the actions that will be taken to make the information provided by the Bureau system available by alternative means to users with disabilities. For example, alternative means of access for

an individual who is blind might mean providing a hard copy description of the information in Braille or providing an assistant to help guide the user through the information. Alternative means may include, but are not limited to: voice, fax, relay service, TTY, qualified sign language interpreters, Internet posting, captioning, text-to-speech synthesis, readers, personal assistants, or audio descriptions. Also describe in detail the actions that will be taken to make the information provided by the Bureau system available by alternative means to Spanish-speaking users.

3.2.2.15 Section 5.7 – Public Access

Describe the technical approach to be used for providing access to public records. Include a description of any techniques and methods that will be used to enhance security and maximize protection of records and data. For example, the system may generate a periodic abstract of data that is made available to the public through an environment separate from production. [See Attachment C – Requirements Matrix, Public Access functional requirements.]

3.2.2.16 Section 5.8 – Known Risks

Identify all known risks, both technical and non-technical, that could affect the success of this project. Discuss strategies that may be used to mitigate such risks.

3.2.2.17 Section 6 – Operations and Support Requirements

3.2.2.18 Section 6.1 – Vendor Hosted Solution

Describe the operations and support services to be provided in the proposed solution for the anticipated three year term and renewal term of the model contract.

The Department will give favorable consideration to a vendor hosted online solution based on the Department's operations and support needs outlined in Attachment B - Statement of Work.

3.2.2.19 Section 6.2 – Data Security and Protection

Describe the Respondent's methods for ensuring data protection. [See Attachment B – Statement of Work, Section 4.8.] Include descriptions for:

1. Infrastructure, data center, communication redundancy and technical staff support procedures
2. Data security and data protection, including physical and electronic security precautions
3. Encryption approach to be used to protect data, particularly confidential and sensitive data
4. Access control process and procedures, including who has access to data, and hiring and background check practices

5. Description of where data is located and how it can be accessed by the Department, including physical location where data is housed, and a documented link to the server(s) it resides on
- 6.
7. Backup and recovery procedures, including description of backup frequency and offsite backup storage process
8. Process used to restore client wholeness in the event of a loss of data or security breach
9. Disaster recovery processes to be followed in the event of a catastrophic event.

3.2.2.20 Section 7 – Transition Services

The Respondent shall describe the approach to facilitating a future transition of the contractual services to be performed under this contract to another vendor should the need arise. The approach shall include a description of the planning framework and methods to be utilized in order to minimize disruption of business processes from the Department's perspective. [See Contract Section 18 - Transition Services.]

If applicable, include a description of a previous experience where the Respondent was responsible for transitioning services similar to those to be performed under this contract to another vendor.

3.2.3 VOLUME 3 (CONTRACT)

It is imperative that no cost information be included in this volume or any other volume except the cost volume. INCLUDING COST INFORMATION IN VOLUME 3 OR ON THE ELECTRONIC MEDIA CONTAINING VOLUME 3 WILL RESULT IN REJECTION OF THE PROPOSAL.

The Proposal shall include the Respondent's comments regarding the model contract attached to the ITN. The contract will be substantially in the form attached as Attachment G. The Proposal should identify any additions that the Respondent desires to Attachment G, the Model Contract and the required provisions of PUR Form 1000. The Proposal may also request clarification on specific terms and conditions in the model contract.

3.2.4 VOLUME 4 (COST)

The cost volume shall be separately bound and sealed. For delivery, the cost volume copies shall be packaged in a sealed container labeled "Cost Response" that contains only copies of the cost volume. Copy one of the cost volumes shall be the master and shall be readily identified. The cost tables used in this volume should be prepared using Microsoft Excel based on the examples provided throughout this section. Each cost table should be on a separate tab and should be labeled according to Table 5 below. Volume 4 should include a printed copy of the required spreadsheets.

3.2.4.1 Volume 4 Organization and Contents

The proposal should include the sections shown in Table 5 in the column headed “Proposal Section Title”. The proposal sections should be in the order indicated in the Table. Each section of this volume should address all topics required by the ITN as indicated in the column headed “ITN Section”.

The proposal shall include pricing for each service identified in the Statement of Work that the Contractor is capable of providing. It is within the agency’s discretion to include all of the services in the final contract, or to select only those services which meet the needs as determined by the Department.

Table 5 - Required Organization and Contents for Volume 4 – Cost

Proposal Section	Excel Tab	Proposal Section Title	ITN Section
Unnumbered		Table of Contents	3.2.4.2
Section 1	Tab A	Project Management and Implementation Services	3.2.4.3
Section 1	Tab B	Data Conversion Services	3.2.4.3
Section 1	Tab C	Training Services	3.2.4.3
Section 2	Tab D	Hosting Services	3.2.4.4
Section 3	Tab E	Change Order Requests	3.2.4.5
Section 4	Tab F	Other Costs	3.2.4.6
Section 5	Tab G	Cost Summary	3.2.3.7
Section 6		Price Proposal	3.2.3.8

3.2.4.2 Table of Contents

Include a table of contents for this volume. The table of contents shall identify the major topics and sub-topics of the volume and provide page numbers.

The Respondent should enter the cost of each deliverable into each of the following Cost Tables. Pricing should reflect the cost of the work effort to be expended and resources needed to do all of the work required to complete the services, not just the document preparation and reproduction cost. Accordingly, the cost for all work to be claimed by the Respondent must be included in one or more deliverables. If the proposal contains an alternative set of deliverables, use the tables below and list them within the table that most closely matches the service to be provided.

3.2.4.3 Section 1 – Project Management and Implementation Services

The Respondent should enter the quantity of each deliverable that is consistent with the proposed implementation strategy described in the Project Workplan Schedule. Deliverables for a given service may be bundled and assigned a single price as long as the quantity for each deliverable is clearly identified. Multiply the cost for each deliverable or resource unit by the number of units to determine the total cost for the deliverable or resource. Sum the total costs in each table, then copy the Total Cost for Deliverables from each table into the appropriate location of Table G.

Cost Table A – Project Management and Implementation Deliverables

Deliverable	\$/Unit	Unit	Quantity	Total
Project Workplan Schedule		Written Deliverable		
Project Plan		Written Deliverable		
Communication Plan		Written Deliverable		
Deliverable Review Schedule		Written Deliverable		
Requirements Management Plan		Written Deliverable		
Business Requirements Report		Written Deliverable		
Conceptual Systems Design		Written Deliverable		
System Requirement Specification		Written Deliverable		
Technical System Design		Written Deliverable		
Test Plan		Written Deliverable		
Testing Execution and Report		Written Deliverable		
System User Guide		Written Deliverable		
Implementation Plan		Written Deliverable		
Implementation Execution and Report		Written Deliverable		
Project Closeout Report		Written Deliverable		
TOTAL COST FOR PROJECT MANAGEMENT AND IMPLEMENTATION				

Cost Table B – Data Conversion Deliverables

Deliverable	\$/Unit	Unit	Quantity	Total
Data Conversion Plan		Written Deliverable		
Data Conversion Execution and Report		Written Deliverable		
TOTAL COST FOR DATA CONVERSION				

Cost Table C – Training Deliverables

Deliverable	\$/Unit	Unit	Quantity	Total
Training Plan		Written Deliverable		
Training Execution and Report		Written Deliverable		
TOTAL COST FOR TRAINING				

3.2.4.4 Section 2 –Hosting Services

The proposal shall list the cost of hosting services that will be required to maintain the BFP system. The Respondent shall list the cost of written deliverables and hosting services for the proposed solution annually for three years, and also include all three one-year renewal option periods. Hosting services support includes all operational costs and charges such as software license fees, technical support, and subscription fees. (Provide a payment schedule that does not contemplate FINANCING of operations and services – see Section 287.064, F.S.) Include a detailed pricing model for clarification as needed.

Hosting services costs shall only be incurred as the solution is necessary for its intended function within the project. For example, DFS does not intend to purchase software licenses prior to their intended use and the cost of such licenses shall be spread over the project schedule as it pertains to the Respondent's project schedule, phased implementation and impact on the user base. The proposal shall include a narrative regarding proposed hosting services, including any pertinent information regarding the proposed hosting services license agreement and warranty information. [See ITN Section 6.1 Vendor Hosted Solution.] After itemizing the services, the Total Cost for Hosting Services should be copied into Cost Table G.

Cost Table D – Hosting Services Costs

Deliverable	\$/Unit	Unit	Quantity	Total
Service Level Agreement		Written Deliverable		
Disaster Recovery Report		Written Deliverable		
Monthly Operational Report		Written Deliverable		
Operations - Year 1		Deliverable		
Operations - Year 2		Deliverable		
Operations - Year 3		Deliverable		
Operations - Renewal Option Year 1		Deliverable		
Operations - Renewal Option Year 2		Deliverable		
Operations - Renewal Option Year 3		Deliverable		
TOTAL COST FOR HOSTING SERVICES				

3.2.4.5 Section 3 – Change Order Requests

This ITN is providing a means by which the Department may task the contractor with a Change Order, by establishing ceiling hourly rates for several labor categories. The contractor is not authorized to perform any Change Order Requests without specific written direction from the Department Contract Manager. The scope of work and the exact hourly rates to be allowed (not to exceed the ceiling hourly rate per labor category) will be determined by negotiation with the Department and the contractor prior to written direction being provided by the Department. Enter the Change Order Requests ceiling hourly labor rates for the first year of the contract for each of the labor categories in Cost Table E.

Cost Table E – Change Order Request Costs

Labor Category	\$/Unit	Unit
Project Manager		Hour
Senior Technical Expert		Hour
Junior Technical Expert		Hour
Clerical		Hour

3.2.4.6 Section 4 - Other Costs

The proposal should describe and itemize other costs related to the development, deployment, operation and maintenance of the proposed solution that may not have been captured in previous cost sheets. This shall include software, hardware and/or peripheral equipment (beyond the standard network and desktop configuration) that is required for the Department to carry out its businesses processes using the proposed solution. This also includes the costs for services to fulfill any requirements labeled as “optional” within Attachment B – Statement of Work, and Attachment C – Requirements Matrix. The Department reserves the right to purchase these from other sources. Include costs for the base contract as well as the renewal options. After itemization of other costs, the Total Cost for Other should be copied into Table I.

Cost Table F – Other Costs

Description	\$/Unit	Unit	Quantity	Total
TOTAL COST FOR OTHER COSTS				

3.2.4.7 Section 5 - Cost Summary

The Respondent should place all the cost totals from Cost Tables A through D and Table F in the appropriate location on Cost Summary Table G. The sum of the costs will determine the Total Proposal Cost, which will be used in determining the proposal offering the best value to the Department as described in Section 3.3.1.

Cost Table G – Cost Summary

Description	Total
Project Management and Implementation Costs (from Table A total)	
Data Conversion Costs (from Table B total)	
Training (from Table C total)	
Hosting Services Costs (from Table D total)	
Other Costs (from Table F total)	
TOTAL PROPOSAL COST	

3.2.4.8 Section 6 – Price Proposal

The Respondent must complete and sign Attachment A – Price Proposal and include it in the proposal.

3.3 EVALUATION PROCESS

3.3.1 Overview

A. Proposal scoring as described in this section, is designed to determine which proposal presents the best value to the Department. Although the Department desires a low cost for the BFP system, it may be that a higher priced proposal provides a more cost effective overall solution via a more capable solution that lowers operational costs, is lower risk, or provides other savings for the Department. The Respondent that the Department selects will be the one considered to be the best value to the Department, as determined by the scoring mechanism described in this section. Respondents are responsible for thoroughly reviewing all ITN requirements to ensure that the Proposal and the proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being ruled non-compliant. The Department will evaluate and score Proposals with the following methodology that is more fully described in the following subsections.

In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this ITN, including information presented during oral presentations, if required; and to this extent, each requirement for solicited information is an evaluation criterion. Responses that do not contain all the required information may be considered non-responsive and may be rejected. In its assessment of Responses, the Department will analyze the information submitted in relation to the information requirements and evaluation criteria of this ITN, the applicable provisions of the Florida Statutes, and the Florida Administrative Code, and will compare each Response to the other Responses submitted and rank those Responses that are responsive and responsible. The Department may then select one or more Responses for further consideration, or may reject all Responses. The Department reserves the right to post its ranking if fewer than all of the Respondents are requested to participate in Oral Presentations.

B. Selected Respondent(s) will be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses, and to enter into negotiations with the Department. Based on the clarifications, presentations and negotiations, the Department will either (i) award the contract to the Respondent who provides the best value for the Department and the State, or (ii) reject all Responses. The Department reserves the right to negotiate concurrently or separately with competing Respondent(s).

3.3.2 Evaluation Team

An evaluation team consisting of five (5) members, appointed in writing by the Department, will evaluate the Proposals. Each member will evaluate the technical Proposal independently of the others. The Evaluation Team will consist of experienced managers, users and technical staff with the requisite knowledge and ability to conduct a

comprehensive, fair and impartial evaluation of Proposals that meet the mandatory criteria or are compliant with this ITN.

3.3.3 Determination of Conformance

Responses must satisfy certain mandatory minimum requirements in order to proceed into the detailed evaluation phase. All Responses will be reviewed for compliance with these mandatory minimum requirements. Responses that meet these requirements will be accepted into a detailed evaluation phase. **WARNING:** Responses that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

Table 6 – Mandatory Minimum Requirements

#	Requirement	ITN Reference
1	Proposal received on time at the correct location	1.5;3.1.4
2	Cost information provided in a separate volume	3.1.1
3	Respondent not located on any of the Prohibited Vendor Lists	PUR 1001(8)
4	Client Reference Sheet submitted with response	3.2.1.11
5	Proof of registration (or application) with DMS submitted with response	3.2.1.21
6	License to conduct business in Florida via Department of State submitted with response	3.2.1.22

3.3.4 Evaluation of Technical Proposals

Proposals that pass the mandatory Proposal requirements evaluation will be evaluated and scored based on the entire written Proposal - Volume 1 (Management) and Volume 2 (Technical). The evaluation committee members will evaluate each Proposal based on the evaluation criteria below.

Table 7 – Written Proposal Evaluation and Scoring

Proposal Section	Topic	Maximum Points
Volume 1 – Management		70
Section 2	Provider Information	
Section 3	Management Approach and Methodologies	

Proposal Section	Topic	Maximum Points
Volume 2 – Technical		110
Section 4	Requirements Compliance	
Section 5	Technical Approach	
Section 6	Operations and Support Requirements	

For each Proposal, the scores for the topics will be summed to determine the Solution Score for the Proposal. The maximum Solution Score for a Proposal is 180 points.

3.3.5 Oral Presentation Evaluations

The Department expects to invite qualified Respondents to participate in oral presentations assuming there are at least two Respondents meeting the minimum requirements. The Department reserves the right to invite as many Respondents as desired. It is the Department's intent to only invite Respondents who are considered qualified candidates for selection and for whom the Department deems in its sole option to invite to oral presentations. Oral presentations will consist of three components:

1. Overview of the proposed system
2. Responses to interview questions with key staff
3. Demonstration of how the Respondent's system handles BFP business processes as described by the ITN:
 - a. Online submission of an application for licensure, supporting documents and payment for a fire protection system contractor, review and approval of application by BFP Regulatory Licensing staff.
 - b. Review and approval by BFP Plans Review staff of a submitted construction plan by a building owner, review and approval of plan by BFP Plans Review staff, online payment of fee by a building owner, and workflow transfer of plan review information to BFP Inspections staff for conducting construction and periodic inspections.
 - c. Receipt and process of boiler inspection request from boiler owner, and/or a system-generated request and preparation of inspection report by Boiler Inspectors.
 - d. Public access to licensing records and boiler records.

The Department Purchasing Officer will contact any invited remaining Respondents to schedule a one-day period for oral presentations. Information regarding the content (including interview questions) and agenda for the one-day period will be provided to Respondents at a later date but in sufficient time to prepare for the oral presentations.

Respondents who choose not to participate in the oral presentation will be deemed to have withdrawn from participation in the ITN.

The Evaluation Team will factor into their Technical score each Respondent based on their presentation.

A. Overview of Proposed Solution

For the overview of the proposed solution, the Department requires the Respondent to present a walkthrough of the proposed solution. This walkthrough may consist of a description of the system architecture and organization and may use pictures, slides or drawings of screens or capabilities, and a verbal description of system operation and the control flow between screens and/or capabilities, all designed to demonstrate the ability of the Respondent's solution to meet significant SFM IT system requirements. Electronic walkthrough simulations are acceptable.

B. Interviews with Key Staff

For the interview portion of the oral presentations, the Department will interview the Respondent's Lead Project Manager and selected key staff. Each Respondent will receive a list of interview questions one week prior to the oral presentations. Unscripted follow-on questions may be posed by evaluation team members to further explore an invited Respondent's responses, clarify responses or request additional information.

C. System Demonstration

The same questions will be provided to each Respondent, and each Respondent will have the same length of time in which to prepare for oral presentations. The Department will provide a State facility with electrical connections, a projector and internet access within the meeting space. Each Respondent will be expected to perform any preparation and to supply any necessary materials (including laptops, printers, scanners, etc.) necessary for the demonstration.

Invited Respondents will be notified of the specific date, time and place in Tallahassee where the oral presentations will be held. The Respondent shall coordinate attendees with the Department. Attendance may be limited due to space restrictions within the facility being used. Approximately 10 (ten) Department staff members are expected to attend.

3.3.6 Proposal Clarification Requests

During Proposal evaluation, the Department may request clarification of information in submitted Proposals, using the following process.

- A. The Department will attempt to clarify ambiguous or inconsistent (but not omitted) information with a Clarification Request. In response to a Clarification Request, the Department will not allow or evaluate any information that does not respond directly to the request. At the option of the Department, before final

evaluation, each Respondent will be requested to submit a re-computation of the Cost Response based on the clarifications.

- B. Within five working days of receiving Clarification Request (unless a different timeframe is requested), the Respondent shall send to the Department Purchasing Officer (via email) the written clarifications with a letter binding the company to the contents of the clarifications and signed by an individual authorized to bind the company. The Department will ignore clarifications that are received late and any written material that does not respond directly to a Clarification Request.
- C. The Department will use the written clarifications to update the Proposal evaluation. Do not assume lack of Clarification Request indicates a compliant Proposal.

3.3.7 Evaluation of Cost Proposals

After the evaluation of technical Proposals is complete, the Procurement Officer will open Volume 4 (Cost) for each technical Proposal that was evaluated. The Department will check the arithmetic in all cost responses and issue a clarification request in the event of an apparent discrepancy in arithmetic. The Department may reject any Proposal that is incomplete or in which there are significant inconsistencies or computational errors.

Cost is scored based on the Total Proposal Cost, as shown at the bottom of the Summary Cost Table. The Total Proposal Cost will be used to determine the Proposal offering representing the best value to DFS as described in Section 3.3.1. Actual total cost comprises 10% of the overall score computation.

The criteria to be used for scoring Cost Responses will be the lowest proposed fee divided by the proposed fee, multiplied by total points possible. The total possible number of points is 20 points. The formula is: $(\text{Low Price} / \text{Respondent's Price}) \times 20 = \text{Points Awarded for Respondent's Price}$.

3.3.8 Completion of Evaluation of Proposals

Upon completion of the evaluation of the Proposals, on or about the date indicated in the procurement schedule (Table 1 in ITN Section 1.5), the results of the evaluation scoring of the written Proposals will be posted.

3.3.9 Award to Negotiate and Contract

Following the posting period, the Department will meet with the selected Respondent to discuss any contract issues relating to content and/or price, and any material terms and conditions contained in the proposed contract form, Attachment I, and PUR1000. If the Department and the selected respondent are unable to reach agreement on contract content and price within three (3) weeks of the start of contract discussions, the

Department reserves the right to reject the selected Respondent's Proposal and begin contracting procedures with the next highest scoring Respondent.

3.3.10 Negotiations

The Department will conduct negotiations with one or more of the top respondent(s) after completion of evaluation of proposals. Negotiation discussions may include any topic from the ITN or the Proposal. At the conclusion of negotiations and at the option of the Department one or more Respondents may be requested to submit a Best and Final Offer.

The Department will record in a procurement file the Proposal evaluation scoring for all Proposals prior to negotiations. The Department will identify which Respondents are qualified to participate in negotiations.

The Department reserves the right to conduct negotiations sequentially or concurrently with one or more qualified Respondents. During negotiations, any contractual additions or changes submitted will be addressed, as appropriate. If the Department is unable to reach agreement with a Respondent on contractual issues, the Department may eliminate the Respondent from further consideration. During negotiations, the Respondent shall have a person present who can make binding decisions for the company.

The Department prefers to conduct all negotiations face-to-face. However, depending on the issues to be negotiated, the Department may, by its own option, instead conduct negotiations by telephone, emails, or video teleconference. Negotiations shall only be open to the Respondent and Department negotiation teams and shall be recorded in accordance with Chapter 119, Florida Statutes.

Upon reaching agreement, the Contractor and the Department will sign the Contract.

3.3.11 Reservations

The Department reserves the right to reject any and/or all Responses, or to waive minor discrepancies if it is in the Department's best interest to do so. The Department may, by written notice, revise and amend the solicitation before the due date for the Responses.

3.4 ADDITIONAL CONTRACT TERMS

3.4.1 Term of Contract

The term of the Contract is three (3) years and is subject to renewal[s] up to the length of the original term. The renewal price, or method for determining a renewal price, is set forth in the Contract price, attached hereto. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3.4.2 Contacts

See Contract Section 22.6 for all contract-related notices. (Modifies PUR 1000 ¶ 38).

3.4.3 Subcontracting

All services contracted for shall be performed solely by the Contractor and shall not be subcontracted for or assigned without the prior written consent of the Department.

The Department may refuse access to or require replacement of any Contractor employee, Subcontractor or agent for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with a Department security or other requirement. Such action shall not relieve Contractor of its obligation to perform all work in compliance with the Contract.

3.4.4 Public Records

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. Trade secrets are not solicited or desired, as submissions with Responses. Respondent should separately seal and label all trade secrets as CONFIDENTIAL. The Department will advise the Respondent if disclosure of any trade secret as defined in section 812.082, Florida Statutes, where clearly segregated and identified as such in the Proposal, is sought. If the Department receives a public records request related to the Proposal, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Any prospective Respondent acknowledges, that the protection afforded by section 815.045, Florida Statutes, is incomplete, and it is hereby agreed to that no right or remedy for damages arises from any disclosure. (modifies PUR 1000 ¶33 and PUR 1001, ¶19). Contractor shall retain such records for the longer of (3) 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://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).

3.4.5 Taxes

The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Taxes. The Department will provide its tax exemption certification upon request. The contractor shall provide the Department his taxpayer identification number upon request. [see PUR 1000 ¶16]

3.4.6 MyFloridaMarketplace

Unless exempted under Rule 60A-1.030-.032, each Contractor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%), on its payments under a Contract, which must be remitted within 40 days after receipt of payment for which such fees are due or the Contractor shall pay interest at the

rate established under Sec. 55.03(1), Florida Statutes, on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000 ¶14).

3.4.7 Transition Services

If at any time the Contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. The Proposal shall provide a transition plan according to the minimum requirements for such plan as outlined in Attachment B, the Statement of Work, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first, all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. In the event the contract is terminated for cause, the Contractor will be responsible for reimbursing the State for all costs incurred in terminating the contract, effectuating a new Contractor contract, transferring records and all the actions required as a result of such termination. Contractor shall transfer to the state agency, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the state agency in a format that is compatible with the information technology systems of the state agency. (See also Contract Section 18.)

3.4.8 State Property Disposition

Title to all property furnished by the Department under this Contract shall remain in the Department, and Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation.

3.4.9 Nonexclusive Contract

This procurement will not result in an exclusive license to provide the services described in this ITN or the resulting contract. The Department may, without limitation and without recourse by the Contractor, contract with other Contractors to provide the same or similar services.

3.4.10 Limitation of Liability

The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the Contract Price for design and implementation for the relevant products, and hosting services giving rise to the liability, prorated over a three year term from the implementation and for operational and support services, shall not exceed the fees actually paid from the date of performance of the applicable services after implementation is complete.

3.4.11 Audit Requirements

Subject to receipt of federal funds, the following terms and conditions will apply:

- (a) The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Contractor shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Vendor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the federal awards expended in its fiscal year, Vendor shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Vendor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection with the audit requirements addressed in subparagraph (d), Vendor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Vendor expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Vendor expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Vendor resources obtained from other than federal entities).

3.4.12 No Advertising or Endorsements

The Contractor's services to the Department may be generally stated and described in the Contractor's professional resume. The Contractor may not give the impression in any event or manner, that the Department recommends or endorses the Contractor.

3.4.13 Export Control

Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

3.4.14 Authorization of Business Third Parties to Access State Data

The Department or the Contractor may require external expertise to fix systems that are interfaced with Contractor's Core Software or Developed Materials. The Department hereby authorizes the Contractor to provide access to Business Third Parties, and individuals directly or indirectly accessing the State Data on behalf of Business Third Parties, to the systems and State Data and the Contractor represents that such access shall be in accord with the following: (i) each Business Third Party shall respond affirmatively to nondisclosure requirements protecting the Department's Confidential Information as set forth in an Nondisclosure Acknowledgment; (ii) all Business Third Parties accessing the State Data be licensed as Named Users; (iii) Business Third Parties are expressly limited to screen access to the State Data; (iv) in no circumstances may Business Third Parties have access to modify State Data; (v) in no circumstances shall Business Third Parties use the State Data in their operations or management of the business of such Business Third Parties; and (vi); such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

The Department will assist the Contractor in resolving software malfunctions by providing the Contractor temporary remote electronic access to the Department's system (within the parameters allowed by the Department's Project Management Office) for the sole purpose of conducting maintenance in accordance with the Contract; information and evidence of the malfunction; and appropriately qualified personnel available to answer questions and perform remedial functions.

3.4.15 Conflict of Interest

During the term of this Contract, Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.315(15), Florida Statutes) who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, Florida Statutes.

ATTACHMENT A
Price Proposal

The Price Proposal is included in this Response in Volume 4 - COST.

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Response and certify that I am authorized to sign this Response for the Respondent and that the Respondent is in compliance with all requirements of the Response, including but not limited to, certification requirements.

RESPONDENT NAME: _____
(Company)

RESPONDENT ADDRESS: _____
(City/State/Zip) _____

RESPONDENT PHONE: _____

RESPONDENT E-MAIL: _____

AUTHORIZED REPRESENTATIVE: _____
(Printed)

AUTHORIZED SIGNATURE: _____

DATE: _____

ATTACHMENT B
Statement of Work

Incorporated by Reference

ATTACHMENT C
Requirements Matrix

Incorporated by Reference

ATTACHMENT D
Business Process Analysis

Incorporated by Reference

ATTACHMENT E
Client References

The Respondent must list four (4) separate and verifiable clients of the Respondent's firm. The clients shall be listed on this form. Any information not submitted on this form shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. Information on each client must be provided on this page:

1. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title
2. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title
3. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title
4. _____
Name

Address

City State Zip Code

Phone Number Extension

Contact Person Title

I authorize the Department to contact these references.

Respondent Signature

ATTACHMENT F

Identical Tie Response Certification

Preference shall be given to the Respondent, in the event of identical tie Responses, who (check the applicable block) certifies one or more of the following:

- ☐ A. The response is from a certified minority-owned firm or company;
- ☐ B. The response is from a Florida-domiciled entity
- ☐ C. The commodities are manufactured, grown, or produced within this state;
- ☐ D. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.

☐ E. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses 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 solicitation Response 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 solicitation Responses 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, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

Contractor's Name: _____
Authorized Signature: _____

ATTACHMENT G
Model Contract

Incorporated by Reference