

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH13-002



REQUEST FOR PROPOSAL (RFP)
FOR
Florida – WiSE (FL-WiSE) Data System Operations & Maintenance

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Telephone: () _____ **Fax Number:** () _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Standard Contract (**Attachment D**).

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Replies. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman or owner.

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SECTION 1: INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The Florida Department of Health is requesting Proposals for the Operations and Maintenance of the Florida WIC Information System and EBT (FL-WiSE) data system. The Florida Department of Health (Department), Bureau of WIC Program Services, is issuing this solicitation to interested parties for the purpose of obtaining on-going operations and maintenance support for the FL-WiSE application as well as to complete project work that will be required during the life of the contract to provide system enhancements required by the Department. FL-WiSE supports the operations of the Florida WIC Program, including approximately 485,000 individual WIC participants, 220 WIC clinics, and 2,000 WIC authorized grocery vendors throughout the state. The FL-WiSE system is hosted at a state data center located in Tallahassee, Florida with a disaster recovery site hosted in Smyrna, GA.

Any entity interested in submitting a Proposal must comply with any and all of the terms and conditions described in this Request for Proposal (RFP) including the understanding that completed deliverables (services, software, and documentation) will all be provided based on a fixed cost.

1.1.1 Programmatic Authority

The Provider must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guidelines and similar documentation related to the following:

Citation	Topic
7 CFR §246	Federal regulations governing the Special Supplemental Nutrition Program for Women, Infants and Children (WIC)
7 CFR §246.12	Subsection of 7 CFR §246 dealing with WIC Food Delivery Systems (including EBT)
7 CFR 3016	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2 CFR 225 (formerly OMB Circular A-87)	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-133 Compliance Supplement 4-10.557	Audits of States, Local Governments, and Non-Profit Organizations for Supplemental Nutrition Program for Women, Infants, and Children

Additional resources may be found on the USDA/FNS web site at: <http://www.fns.usda.gov/wic>.

The Catalog of Federal Domestic Assistance (CFDA) number for the Florida WIC program funding is 10.557. This project is funded by the U.S. Department of Agriculture/Food and Nutrition Service pursuant to the authority of 7 CFR 246 and the Child Nutrition Act of 1966, Section 17, as amended.

The Provider must also comply with all applicable State of Florida laws and regulations.

1.2 FL-WiSE Background and Description

1.2.1 FL WIC EBT Implementation

On July 1, 2013, Florida WIC successfully implemented WIC Electronic Benefit Transfer (WIC EBT) in its Miami pilot test area comprised of two WIC clinics, 50 staff, more than 8,000 participants, and 19 retail vendors. This implementation involved the concurrent transfer and modification of the Michigan WIC data system and the configuration and modification of the WIC Direct EBT system. Upon completion of the Pilot Test Phase in November 2013, Florida WIC began a five month statewide rollout of the FL-WiSE/WIC Direct systems that concluded in March 2014. Beginning in July 1, 2014, Florida WIC will enter the Operations and Maintenance Phase which is the subject of this RFP.

1.2.2 FL-WiSE System

The FL-WiSE system is a web based WIC data system using an Oracle database management system with an interface to the WIC Direct online Electronic Benefit Transfer (EBT) system.

- **Modules.** The FL-WiSE system consists of four modules: Clinic, Administration, Vendor Management, and State Only:
 - The Clinic module consists of about 100 screens and 50 reports which provide WIC staff with the ability to schedule appointments, precertify and certify participants, perform demographic intake, document income, assess nutrition risk, and record medical data, as well as assign a food prescription and issue EBT benefits. The Clinic module interfaces in real-time with the ACCESS Florida system to obtain adjunctive income eligibility information and with the WIC Direct system for EBT card assignment, benefit issuance, and benefit inquiries.
 - The Administration module consists of about 20 screens and 32 reports that enable authorized users to assign roles and passwords for their staff as well as to setup appointment schedules, maintain certain standard tables of codes used in dropdown boxes and similar elements, and manage inventories.
 - The Vendor module consists of about 70 screens and 80 reports that enable WIC staff to create and maintain vendor information, track and monitor compliance, training, and correspondence.
 - The State Only module consists of about 20 screens that enable state WIC staff to maintain UPC information and create and maintain food groups, food packages, and formula information.

- **Users/User Interface**

- The FL-WiSE system supports about 1,500 users who provide services in about 220 clinics statewide and from the state office in Tallahassee. WIC services are provided in these clinics Monday through Friday, while about 10 clinics provide services on Saturday. The users are equipped with Department of Health standard desktop and laptop computers running department approved software, including Microsoft Internet Explorer version 8 configured for FL-WiSE, which is accessed through the state network. FL-WiSE also supports clinic work flow through peripheral equipment attached to user computers:
- TOPAZ Signature Gem T-L 755 signature pads for collecting required participant and staff signatures,
- VeriFone model 190 - 1000SE PIN Pads for setting PINs on EBT cards,
- Mag-Tek Wedge Swipe Magnetic Card Readers to speed the clinic check-in of clients with EBT cards, and
- Epson WorkForce PRO GT-S50 Scanners and HP LaserJet PRO 400 M425dn Multifunction Printers for scanning required participant documents.

1.2.3 FL-WiSE Operations/Environments

- Florida WIC participants may redeem their EBT benefits at a network of nearly 2,000 authorized vendors throughout the state, the vast majority of which use integrated electronic cash register systems, while the remainder, about 150, use Point of Sale (POS) devices. In order to provide this statewide EBT service, the FL-WiSE system operates 24 hours a day, 7 days a week, 365 days a year. Each night, FL-WiSE conducts back-office processing, including:
 - the system End of Day,
 - an export to WIC Direct of food category/sub-category changes, future benefits, UPC data changes, and vendor changes,
 - an import from WIC Direct of benefit activity and redemptions, and
 - an export of autodialer call files.
- These processes run in each of the FL-WiSE environments: Production, QA (test), and Training, which are hosted in the State's Shared Resource Center. The Disaster Recovery environment is updated separately and is hosted by SunGard in another state. The results of the back-office processes are monitored and reported on daily by the current two system contractors. The daily settlement of EBT transactions is performed Monday through Friday and paid from the State Treasury no later than 11:00am each weekday. The total value of these settlements ranges from about \$1million to \$1.5million daily

and nearly \$2.5million for week-end redemptions. The current system contractors ensure that FL-WiSE and the EBT system are current and synchronized every morning so that the EBT settlement invoices are paid the same day they are presented.

1.2.4 FL-WiSE Maintenance/Enhancement

- The FL-WiSE system is a transfer, configuration, and modification of the Michigan WIC (MI-WIC) system which originated from the Maryland WIC WOW (WIC on the Web) system. FL-WiSE has undergone considerable configuration to accommodate Florida-specific system data and business rules. The modification of FL-WiSE has focused on the Universal EBT Interface (version 1.4), the required interfaces for adjunctive eligibility determination and autodialer, and other enhancements to improve clinic and vendor management productivity. These enhancements together with fixes and associated documentation are currently delivered in quarterly releases, with updates to stored procedures, reports, and database views deployed as needed. The software applications used in the support, maintenance, and enhancement of FL-WiSE include:
 - Oracle 11g including PL/SQL and stored package procedures
 - Microsoft Visual Basic/ASPX.NET web development including Infragistics NetAdvantage
 - Javascript
 - Microsoft SourceSafe
 - Microsoft Server 2008; FTP; and IIS (7.0)
 - Microsoft Office suite
 - Tool For Oracle Application Developers (TOAD)
 - PSQL Developer
 - Cenzic HailStorm
- **Architecture.** The FL-WiSE system consists of the following five layers of software:
 - Client Layer
 - Presentation Layer
 - Business Layer
 - Data Access Layer
 - Database or RDBMS layer.
- The Client Layer represents the workstation used to access the FL-WiSE system. For a browser based system, the client layer is essentially the browser installed on the workstation that will interpret and display the HTML served by the web server. The only other software required to run on the client workstations are the peripheral drivers; e.g., PIN Pads.
- The Presentation Layer is responsible for creating and managing the user interface (UI) and resides at a centralized site where it is the point of entry for all clinic users of the FL-WiSE application. The web server is IIS (Internet Information Server) and the code that forms the UI is written using ASP.NET.

All pages that are written using ASP.NET have a file extension of .aspx. IIS uses the Dot Net framework installed alongside with it to execute the code contained in the .aspx pages. To provide a system with a rich look and feel, the Infragistics suite of controls was used when developing the UI. JavaScript is used for validation that can be executed on the workstation hosting the browser so that round trips to the web server can be avoided.

- The Business Layer is the core layer of the FL-WiSE system and holds all the other components of the system together. The prime purpose of the business layer is to enforce the business rules defined for the system. Data validation, secured access, enterprise application integration and data delivery are all contained in this layer which makes the business layer the key functional layer of the FL-WiSE system.
- The Data Access Layer of the FL-WiSE application server provides a high level interface for retrieving and updating data to and from the database. It allows the business layer to call up database retrieval and update functions without really being concerned about the database being used.
- The Database Layer is the final piece of the architecture and is responsible for the management and storage of WIC data and maintaining data integrity using the various check and referential integrity constraints that are defined in it.

1.2.5 FL-WiSE Source Code Evaluation

- Interested parties may examine the FL-WiSE source code in order to inform the scope, time, and effort estimates for their proposals.

1.3 Definitions

Term	Definition
Annual Plan	A plan developed annually (each year of the contract) for the operations and maintenance tasks, including software development tasks for the coming year.
Business Hours	7:30 A.M. to 5 P.M. Eastern Time on all business days for the State Office of the Bureau of WIC Program Services.
Calendar Days	all days, including weekends and holidays.
CFR	The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive Departments and agencies of the Federal Government. It is currently divided into 50 titles that represent broad areas subject to Federal regulation.
Contract	Means the contract that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.

Days	Refers to business days, which are Monday through Friday and designated Saturdays, unless otherwise specified as State of Florida recognized holidays.
Department	The Florida Department of Health; may be used interchangeably with DOH.
EBT	Electronic Benefits Transfer (of WIC benefits to eligible WIC participants). For purposes of this RFP all EBT citations are relevant to the “on-line” mode of WIC EBT operation.
Florida WIC	Administers the USDA/FNS Special Supplemental Nutrition Program for Women, Infants and Children
Minor Irregularity	in the context of this solicitation, indicates a variation from the RFP terms and conditions which does not affect the price or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.
Proposal	The complete written response of the Respondent to the RFP including properly completed forms, supporting documents, and attachments; may be used interchangeably with Response .
Provider	The business entity awarded a contract by the Department in accordance with the Proposal submitted by that entity in response to this RFP.
Second-level support	Provider support provided after the Department has completed an analysis and finds it necessary or appropriate to request that the Provider become involved in either developing a solution and/or implementing a solution to operational questions and problems.
UAT	User acceptance testing
USDA/FNS	United States Department of Agriculture, Food and Nutrition Service – administers the nutrition assistance programs of the U.S. Department of Agriculture
Vendor Bid System (VBS)	Refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu

SECTION 2: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: **Tammy Davis**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1196
Email: Tammy.Davis@flhealth.gov

2.2 Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal. Section 287.057(23), Florida Statutes.

2.3 Term

It is anticipated that the Contract resulting from this RFP will be for a five (5) year period beginning June 16, 2014 or the Contract execution date whichever is later, subject to renewal as identified in **Section 5.2**. The resulting Contract is contingent upon the availability of funds.

2.4 Timeline

EVENT	DUE DATE	LOCATION
RFP Advertised – Released	April 14, 2014	Vendor Bid System: http://myflorida.com/apps/ms.state.fl.us/vbs/main_menu
Questions submitted in writing	Must be received PRIOR TO: April 21, 2014 3:30 PM ET	Submit to: Florida Department of Health Central Purchasing Office Attention: Tammy Davis Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1196 E-mail: Tammy.Davis@flhealth.gov
Answers to Questions	April 29, 2014	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due Technical Proposals Opened	Must be received PRIOR TO: May 14, 2014 3:00 PM ET	PUBLIC MEETING Submit to: Florida Department of Health Central Purchasing Office Attention: Tammy Davis Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Evaluation of Proposals (Anticipated Date)	May 15, 2014	Individual Evaluation of proposals – Note: any Evaluation Team Meetings will be publicly noticed.
Cost Proposals Opened	May 28, 2014	PUBLIC MEETING Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Anticipated Posting of Intent to Award	June 2, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

2.5 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Respondent to be aware of any addenda that might affect the submitted Proposal.

2.6 Questions

These instructions take precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.7 Identical Tie Proposals

When evaluating respondent Proposals to solicitations where there is identical pricing or scoring from multiple respondents, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

2.8 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are either on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List. This list is created pursuant to Section 215.473, Florida Statutes, and provides that false certification may subject a company to civil penalties, attorney's fees, and/or costs.

Respondents must execute and submit **Attachment B: Required Certifications** with their Proposal certifying that they are not on the List of Prohibited Investments (Scrutinized Companies) located at:

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

2.9 Protests

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., ET,) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing address is:

Agency Clerk, Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Florida Department of Health
2585 Merchants Row Blvd., Suite 110
Tallahassee, Florida 32399
Fax No. (850) 410-144

SECTION 3: SCOPE OF SERVICES

3.1 General Business Requirements

The following requirements apply throughout the project to all software creation and modification, programming work, hardware delivery and installation, documents, communications, work activities, and work products associated with this project:

3.1.1 Workplace Conduct

The Provider must work and act at all times in a professional, ethical, and lawful manner. All representatives and employees of the Provider are subject to the same standards of professionalism as well as all applicable State/Departmental rules of workplace conduct and safety.

The Provider shall collaborate with the Department's responsible personnel and coordinate with the data centers, Department's Information Technology personnel, other involved state agencies, the Department's Providers, and involved federal agencies in order to complete the tasks.

3.1.2 Control of Work

The Provider must control all of its work to ensure a timely and quality delivery:

1. No work shall be presented to the Department without adequate review by the Provider's quality assurance and/or management staff.
2. All deliverables must be presented with management signature certifying readiness for formal review by the Department:
 - a) No software deliverable may be presented to the Department for formal review before all appropriate testing has been completed.
 - b) No document deliverable shall be presented to the Department as completed and ready for formal review in a draft form.
 - c) Only qualified technical staff are assigned to perform any support, maintenance, development, or transition tasks described in this RFP, including one point of contact for managing these tasks, and one senior point of contact for escalation.

3.1.3 Service Warranty Requirement

Provider must provide a warranty provision for the deliverables and services resulting from any contract and contract renewals that may result from this RFP.

1. The minimum warranty period is one (1) year after final acceptance of the system changes/enhancements. All system problems reported during the one year warranty period associated with the Provider's changes/enhancements or software, even if the repair extends beyond the first year, will be covered.
2. During the warranty period, Provider must promptly correct any element of the system which fails to perform in accordance with the requirements of the RFP, contract, and/or subsequent published specifications at no charge to the Department.
3. Corrective action by Provider includes, but is not limited to: redesigning, repairing or replacing the nonconforming element.
4. The warranty shall provide that all software and firmware provided by Provider is free from imperfections in design and free from operational defects and is able to perform continuously and satisfactorily under the ongoing Florida WIC caseload and associated volume and type of transactions.
5. The warranty must provide that all software deliverables do not contain surreptitious code including, but not limited to:

- a) Back door, time bomb, drop dead device, or any other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software.
 - b) Any virus, Trojan horse, spyware, worm or any other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions.
6. The one year warranty following acceptance must include all parts, labor, and any necessary travel expenses.
 7. Provider will assign all applicable third party warranties for deliverables to the Department.
 8. Provider will provide warranty support to include testing to isolate problems, problem correction, integrated testing of any warranty repair to ensure that it is complete and appropriate, and regression testing to avoid other problems created by the warranty repair.
 9. For all problems identified in acquired hardware, off-the-shelf software packages, or developed software, Provider will provide the Department the information necessary to track the Provider's status on resolving the warranty issue, testing the updated package, and installing the replacement or update.

3.1.4 Modifications to Meet New State or Federal Requirements

During the contract period, if changes occur in Federal and/or State system standards, or legal or regulatory requirements, and compliance requires modifications to hardware, software, or components, such changes will be handled through the agreed-upon change management process and integrated into the Annual Operations and Maintenance Plan and Schedule.

3.1.5 Security and Confidentiality of Data and Materials

Provider must take all reasonable and necessary steps to maintain the security, confidentiality, and prevention of loss of any data, documents, files, or other materials received from the Department, or any other State agencies, while in the possession of the Provider.

3.1.6 Ownership of Deliverables

The Department will have all ownership rights of any software or software modifications and associated documentation designed, developed, or installed with Federal or State funding. This includes but is not limited to: all actual and prospective data, material, proposals, manuals, designs, training documents, other documentation (including working papers), software, and software modifications (including object code, source code, and documentation) developed by the Provider or its subcontractors for the Department pursuant to the contract resulting from this RFP.

3.1.6.1 Federal funding is not available for proprietary software applications developed specifically for USDA/FNS programs.

3.1.6.2 Proprietary vendor software packages and operating systems that are provided at established catalog or market prices and sold or leased to the public are not subject to these ownership provisions.

3.1.7 Bi-Weekly Status Report

Provider must provide a bi-weekly update report on all tasks and associated deliverables.

3.2 Tasks: Operations and Maintenance Services for FL-WiSE

Provider will be responsible for the following tasks, which require 24 hours a day/7 days a week operations and maintenance support of the FL-WiSE system as follows:

3.2.1 Operations and Technical Support Services (Deliverable: 3.3.1)

- 3.2.1.1** Ensure the daily access of users to FL-WiSE and the full function of the FL-WiSE environments: Production, Quality Assurance, Training, Reports, and Disaster Recovery, including all interfaces.
- 3.2.1.2** Manage the schedule of nightly processing tasks, timeframes, dependencies, and reports using the available scheduling tools. Adjust this schedule as needed to accommodate Data Center or EBT system maintenance. Complete all nightly processing tasks no later than 7:00am ET the following business day morning or later as directed by the Department.
- 3.2.1.3** Provide automated daily reports and e-mails of the status of the EBT processing, End of Day (EOD) processing, Autodialer processing, Future Benefit processing, report generation, and any other applicable nightly processing tasks. Deliver these automated daily reports to the designated Department mailbox no later than 7:30am for the previous day's processing. Enhance the content and coverage of the automated daily reports and e-mails as needed to support changes in batch processing and interfaces.
- 3.2.1.4** In the event of any differences between the EBT system daily settlement invoice, corresponding transaction details, and the processed transaction totals reported in FL-WiSE, investigate these differences and recommend a complete solution in writing to the Department no later than the close of business the day the difference is identified.
- 3.2.1.5** Provide troubleshooting support and lead the research and resolution of operations and maintenance issues involving system outages, system processes, user access, data conversion or integrity, interface, firewall, security, hardware, third-party software, the network, or other issues as directed by the Department.
- 3.2.1.6** Maintain and review system logs that identify the date, time, instance, return message, and any other pertinent information about web service status and errors with the EBT system. Due each day of the contract when technical issues, errors or problems are identified.
- 3.2.1.7** Verify that Oracle Data Guard is operational and the appropriate data are being applied to the local disaster recovery server and remote disaster recovery server daily.
- 3.2.1.8** Assign qualified technical staff to respond during business hours to Department communication on non-urgent matters within four hours. Communication includes telephone calls, e-mails, and text messages from the Florida WIC state office staff, state technical staff, Department Providers, and other Department staff. For urgent matters, provider must have a telephone number that is answered by qualified technical staff 24 hours/7 days per week. As appropriate, include in replies to the Department's communication copies to the designated Department mailbox or other repository, as directed.
- 3.2.1.9** Provide documentation, tracking, and reporting of issues and resolutions via e-mail, worksheet, document, or bug tracking facility, as directed by the Department.
- 3.2.1.10** Provide technical consultation to the Department, including technical meetings with state staff, USDA/FNS, EBT system staff. Technical consultation may be about FL-WiSE operations, the interface with the EBT system, the purchase, upgrade, testing, and deployment of peripheral equipment needed to operate FL-WiSE in the field, and technical feasibility, estimated development effort, and business and system impacts associated with any proposed enhancements, fixes, configuration or converted data items, or system or software tool upgrades. Complete assigned follow-up items, analyses, reports, meeting notes, or other relevant tasks as directed by the Department.

3.2.2 System Maintenance Services (Deliverable: 3.3.2)

- 3.2.2.1** Provide and maintain remote diagnostic capabilities for system maintenance within the scope of the Department's and the Data Center's security requirements. Initiate remote diagnostics that require assistance from the data center using a work request submitted via the Department to the responsible Department IT manager.
- 3.2.2.2** Assist in maintaining documentation of the hardware and software components of the FL-WiSE environments including Production, Quality Assurance, Training, Reports, and Disaster Recovery.
- 3.2.2.3** Assist the Department in analyzing and evaluating the impact of proposed system changes, upgrades, procedural, or related changes that will or could affect the overall operation or performance of FL-WiSE or interface with the EBT system. Develop alternative solutions to technical issues that will provide the greatest benefit to the operational integrity and performance of FL-WiSE or interface with the EBT system, given the constraints of quality, time, cost, and risk. Advise and assist the Department in the purchase of system hardware and software needed to operate its various environments and assist the Data Center in the installation and testing of same.
- 3.2.2.4** Manage mobile infrastructure solutions including remote data capture for UPC collections for laptop, handheld devices, or similar technology that may be useful in improving data acquisition and efficiency in the field and the operation of FL-WiSE. Due as needed upon the Department's approval for the duration of the contract.
- 3.2.2.5** Assess the FL-WiSE Disaster Recovery Plan annually and assist the Department in updating the Plan. Include this annual task in the Annual Operations and Maintenance Plan.
- 3.2.2.6** Support the Department in annually testing the disaster recovery and business continuity processes as documented in the Department's Disaster Recovery Plan.
- 3.2.2.7** Provide FL-WiSE application and database performance monitoring and tuning adjustments quarterly or more frequently as directed by the Department for optimum performance. Report the performance findings and results of any tuning activities in a written analysis to the Department.
- 3.2.2.8** Modify any fixed, enhanced, or new functionality that does not meet performance requirements. Deliver the tuned software in the agreed upon timeframe. Due as needed upon the Department's approval for the duration of the contract.
- 3.2.2.9** Advise and assist the Department in evaluating the impact of proposed changes to the Data Center software or hardware on FL-WiSE performance. Provide a written analysis of same to the Department in the agreed upon timeframe. Due as needed upon the Department's approval for the duration of the contract.
- 3.2.2.10** Assist the Department in maintaining a current list, description, location, and status of all software, equipment, licensure, and any other configurable items used to deliver Operations and Maintenance services. This information shall also include a description of outstanding or upcoming issues such as licensure payment, maintenance responsibilities, or version upgrades.

3.2.3 Application Enhancement Services (Deliverable: 3.3.3)

- 3.2.3.1** Meet with the Department onsite at the start of each state fiscal year in order to develop an Annual Operations and Maintenance Plan and Schedule (Annual Schedule). Review and update the Annual Plan and Schedule quarterly and at the direction of the Department. The first edition of the Annual Plan and Schedule is due no later than first business day of the third month of the contract. The subsequent editions shall be due within 15 business days after the

start of the state fiscal year for the remaining duration of the contract. Quarterly revisions shall be due within 10 business days after the start of each quarter for duration of the contract.

3.2.3.2 At a minimum the Annual Plan must address the following topics:

1. Purpose of Document
2. Background / Scope
3. Operations and Maintenance Stakeholders
4. System Dependencies
5. Operations and Maintenance Roles
6. Development Priorities - legal/regulatory compliance, program integrity/management, productivity enhancements, fixes
7. Release Content by quarter
8. Second Level Support Plan
9. Operations and Maintenance Communication Plan
10. Change Management
11. Release Management
12. Configuration Management
13. Service Levels
14. Backup and Recovery Procedures
15. Appendices – Bug Report, Annual Schedule, and any other reference documents, as needed.

3.2.3.3 At a minimum the following must be included in the Annual Schedule based upon the priorities of the Department.:

1. Start date as determined by the Bureau.
2. All scheduled items must have technical items necessary to make a valid project schedule including predecessors and successors
3. Contains a critical path
4. Longer term development timeframes for more extensive functionality, based on quarterly release cycles where needed.
5. Includes the following scheduled items on the Annual Schedule:
 - a) Annual planning session with Florida WIC and quarterly onsite planning meetings
 - b) Develop Requirements
 - c) Develop Functional Design Document
 - d) Develop System Design Document
 - e) Develop Code
 - f) Develop Test Cases
 - g) Develop Documentation/Help File Updates
 - h) Walkthrough and demonstration of enhancements

- i) Deploy to QA
- j) Acceptance Testing by Florida WIC
- k) Deploy to Production, Training, Disaster Recovery, Reports environments
- l) For all deliverables: Review by Florida WIC, Revision by Provider, Approval by Florida WIC
- m) Any other tasks needed to manage the Annual Operations and Maintenance Plan

3.2.3.4 Software releases will be quarterly throughout the contract, per the Annual Operations and Maintenance Plan, and include the following items:

1. Enhancements
2. Fixes
3. Configuration data
4. Converted data
5. System or software tool upgrades

The sources for these items shall include the FL-WiSE modules, configuration, client and vendor data, interfaces, report queries and analytic tools, product identification information, mobile product information collection devices, FL-WiSE clinic hardware, and the FL-WiSE system environments. Provide Release Notes and all related documentation, files, and software development artifacts with each quarterly release. Due quarterly per the Annual Plan and Schedule.

3.2.3.5 Deliver interim releases consisting of enhancements or fixes that do not require a software build; e.g., stored procedures or reports, as directed by the Department. Provide Release Notes and all related documentation, files, and software development artifacts with each interim release.

3.2.3.6 Conduct full testing of any software releases prior to deployment for user acceptance testing by the Department, including the following:

1. Development and ongoing maintenance of a Test Plan document
2. Development of test cases, test scripts, test data and test files for all modifications including integration of any test cases provided by the Department
3. Validation of adherence to all requirements and design documentation approved by the Department; demonstrate traceability from requirements through test results using a Requirements Matrix
4. Documentation of known defects in the software in the bug tracking facility.
5. Conversion as needed of any existing data from identified sources within or external to the FL-WiSE
6. Validation of the accuracy and completeness of user and system documentation updates
7. Validation of acceptable response time and overall FL-WiSE system performance, including system interfaces; e.g., ACCESS Florida system and the EBT system
8. Validation of system and data security
9. Documentation of test results including the updated Test Plan, Test Cases, and Test Scripts
10. Validation of compatibility with FL-WiSE using designated regression tests

- Provide Test Results and all related documentation, files, and software development artifacts with each release.
- 3.2.3.7** Deploy software releases upon the written approval of the Department and follow the change management processes of the Department and Data Center.
 - 3.2.3.8** Provide a bug tracking facility; e.g., SharePoint site, accessible and maintainable by Department users for entering, maintaining, and reporting bug status. The bug tracking facility shall be available for Department use 24 hours a day/7 days a week except as otherwise agreed for routine maintenance or upgrades. The Department must have five day advance written notice of any planned maintenance that may require temporarily suspending use, unless waived by the Department in writing.
 - 3.2.3.9** Develop and maintain the User Guide, online FL-WiSE Help Files, and any technical documentation per the Department templates and standards for software documentation on an ongoing basis. Due as needed upon the Department's approval for the duration of the contract.
 - 3.2.3.10** Assess the status of the Vendor Module in FL-WiSE and the Bureau's vendor management subsystem with the objective of consolidating all vendor management functionality into FL-WiSE. The analysis shall include electronic record management, cost containment and competitive price management, uniform product code/approved product list, and other key topics recommended by the Provider or designated by the Department. Provide a written analysis with any recommendations for modifications in FL-WiSE. The format of this report is open to the Provider as long as it meets the Department's document deliverables requirement. Due no later than the first business day of the third month of the contract.
 - 3.2.3.11** Upon Department approval, plan and schedule the vendor management effort in the first quarterly revision to the Annual Operations and Maintenance Plan or on a subsequent due date directed by the Department. Deliver these enhancements in the agreed upon release during the first year of the contract.
 - 3.2.3.12** Assess the status of standard reports in FL-WiSE and the direct database reporting functions developed by the Department toward the objective of expanding reporting functionality and consolidating it into FL-WiSE. Provide a written analysis with any recommendations for modifications in FL-WiSE. Present this information to the Department as stated in the annual schedule.
 - 3.2.3.13** Upon Department approval, plan and schedule the standard reports effort in the first quarterly revision to the Annual Operations and Maintenance Plan or on a subsequent due date directed by the Department. Deliver these enhancements as stated in the annual schedule during the first year of the contract.
 - 3.2.3.14** Assess the status of configuration item maintenance in FL-WiSE. Provide a written analysis with any recommendations for modifications in FL-WiSE. The format of this report is open to Provider. Due no later than the first business day of the third month of the contract.
 - 3.2.3.15** Upon Department approval, plan and schedule the configuration item maintenance effort in the first quarterly revision to the Annual Plan or on a subsequent due date directed by the Department. Deliver these enhancements as stated in the annual plan during the first year of the contract.
 - 3.2.3.16** Develop a plan and schedule to transition from the current interface between FL-WiSE and the EBT system to the agreed upon version of the USDA/FNS Universal Interface. The plan shall analyze the known requirements for the designated version of the Universal Interface including any related FL-WiSE and EBT system modifications. The schedule shall include all tasks in a full software development cycle including the required software development artifacts based on the Florida WIC furnished templates and shall be included in the first Annual Operations and

Maintenance Plan. Due no later than the first business day of the second month of the contract.

3.2.3.17 As directed by the Department, complete the necessary modifications and transition to the agreed upon version of the Universal Interface in the agreed upon timeframe. Deliver these enhancements as stated in the annual plan during the first year of the contract.

3.2.4 Plan and Conduct FL-WiSE Operations and Maintenance Transfer (Deliverable: 3.3.4)

3.2.4.1 Maintain current service levels during any transition process should a subsequent provider be named to deliver Operations and Maintenance services. Due daily during the transition period, which is generally the last 90 days of the contract.

3.2.4.2 Assist in the development of a Contract Transition Plan with the Department. Due within 90 days of the final termination of the contract. Present this information in a report to the Department.

3.2.4.3 Participate in transition planning meetings and complete any assigned transition tasks in the annual plan and the final annual plan that shall include all necessary transition tasks. Due during the 90 days prior to the final termination of the contract.

3.2.4.4 Maintain a complete record of all transition activities and the status thereof. Due during the 90 days prior to the final termination of the contract. Report this information to the Department through the Bi-Weekly Status Report.

3.2.5 Prepare A Complete FL-WiSE State Agency Package (Deliverable: 3.3.5)

3.2.5.1 Develop a FL-WiSE State Agency software and documentation package and update that package quarterly. The package shall consist of all necessary elements of software, data, and documentation, including: source code; executable code; database schema; all the files and a backup of a database shell (structure and rules, not data) with basic lookups, security roles and at least one user with administrative access. This deliverable is due 90 days after the contract is signed.

3.2.5.2 Deliver a complete FL-WiSE State Agency package using the agreed upon media and/or file transfer methods to the department within 30 days of the request. This task may occur up to ten times throughout the term of the agreement.

3.3 DELIVERABLES

3.3.1 Operations and Technical Support

Provider will provide 24 hours/7 days a week Operations and Technical Support through the following deliverables and report the status of these deliverables in the Bi-weekly Status Report.

3.3.1.1 Daily Verification and Reporting, as specified in Sections 3.2.1.1, 3.2.1.2, 3.2.1.3, 3.2.1.4, 3.2.1.6, and 3.2.1.7 (Monthly)

3.3.1.2 Daily Operations and Maintenance Issue Resolution Sections 3.2.1.4, 3.2.1.5, 3.2.1.8, and 3.2.1.9 (Monthly)

3.3.1.3 Technical Support and Consultation in the manner specified in Section 3.2.1.10 (monthly)

3.3.2 System Maintenance Services

Provider will provide System Maintenance through the following deliverables and report the status of these deliverables in the Bi-weekly Status Report.

3.3.2.1 Remote Diagnostic Capability in the manner specified in Section 3.2.2.1 (Monthly)

3.3.2.2 System Environments Consultation and Documentation in the manner specified in Section 3.2.2.2, 3.2.2.3, and 3.2.2.10 (Quarterly)

3.3.2.3 Mobile Infrastructure Maintenance in the manner specified in Section 3.2.2.4 (Quarterly)

3.3.2.4 Performance Tuning Services in the manner specified in Section 3.2.2.7, 3.2.2.8, and 3.2.2.9 (Quarterly)

3.3.2.5 Disaster Recovery Maintenance in the manner specified in Section 3.2.2.5 and 3.2.2.6 (Annually)

3.3.3 Application Enhancement

Provider will provide Application Enhancement in the manner specified in Section 3.2.3 and report the status of these deliverables in the Bi-weekly Status Report.

3.3.3.1 Quarterly and Interim Software Releases in the manner specified in Section 3.2.3.4, 3.2.3.5, 3.2.3.6, 3.2.3.7, and 3.2.3.9 (Quarterly)

3.3.3.2 Bug Tracking Service in the manner specified in Section 3.2.3.8 (Quarterly)

3.3.3.3 Vendor Management Assessment and Integration/Modification in the manner specified in Sections 3.2.3.10 and 3.2.3.11 (During the first year of the contract)

3.3.3.4 Standard Reports Assessment and Modification in the manner specified in Sections 3.2.3.12, and 3.2.3.13 (During the first year of the contract)

3.3.3.5 Configuration Item Assessment and Modification in the manner specified in Section 3.2.3.14, and 3.2.3.15 (During the first year of the contract)

3.3.3.6 Universal Interface Assessment and Modifications in a manner specified in Sections 3.2.3.16, and 3.2.3.17 (During the first year of the contract)

3.3.3.7 Annual Operations and Maintenance Plan and Schedule in a manner specified in Section 3.2.3.1, 3.2.3.2, and 3.2.3.3 (Annually)

3.3.4 Transfer of FL-WiSE Operations and Maintenance

Provider will provide for the transfer of FL-WiSE Operations and Maintenance in the manner specified in Section 3.2.4, Tasks and report the status of these deliverables in the Bi-weekly Status Report.

3.3.4.1 Maintain Service Levels in the manner specified in Section 3.2.4.1 (Monthly during the last quarter of the contract)

3.3.4.2 Contract Transition Plan in the manner specified in Task 3.2.4.2 (Last quarter or the last 90 days of the contract)

3.3.4.3 Transfer Operations and Maintenance – Action Items in the manner specified in Section 3.2.4.3 (Monthly during the last 90 days of the contract)

3.3.4.4 Transfer Operations and Maintenance – Daily Record in the manner specified in Section 3.2.4.4 (Monthly during the last 90 days of the contract)

3.3.5 Provide a FL-WiSE State Agency Package

3.3.5.1 Completed FL-WiSE State Agency package, in the manner specified in Section 3.2.5, due 90 days after contract execution. (First quarter the contract period)

3.3.5.2 Upon request, deliver a current FL-WiSE State Agency package using agreed upon media and/or file transfer methods as specified in Section 3.2.5.2 (Month of delivery)

3.3.5.3 The Provider must update the FL-WiSE State Agency package described in Section 3.2.5 each quarter with all changes in software and documentation. Updates shall be accomplished on the quarterly software release cycle. (Quarterly)

3.4 FINANCIAL SPECIFICATIONS

3.4.1 Funding Source

This project is funded by grant funds from the U.S. Department of Agriculture/Food and Nutrition Service. There will be no state funds involved in any contract that may result from this RFP. The CFDA number for the Florida WIC program funding is 10.557.

3.4.2 Allowable Costs

Expenses incurred must be in accordance with the provisions of 7 CFR Part 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments.

In general, all costs must be reasonable and necessary in meeting program objectives and are limited to only those specifically identified in any contract that may result from this RFP.

3.5 Professional Staff Qualifications

The Provider shall provide and maintain skilled and qualified Named Staff in order to successfully provide the services required during the Operations and Maintenance contract.

3.6 Staffing Changes

The Provider shall staff the project with key personnel identified in its proposal. Prior to changing any of the named staff the Provider shall notify and obtain written approval from the Department.

3.7 Organizational Experience and Capacity to Perform Contract

Respondent shall describe its ability to successfully complete a contract that may result from this RFP, including its proposed staffing for the project and ongoing maintenance and support, corporate background, financial capability, relevant experience, and customer references.

3.7.1 Proposed Staffing – Maintenance and Support

This information should include a description of the staff roles and responsibilities for maintenance and support, who will fill these roles, their qualifications, and resumes, and table of the operations, maintenance, and support organization.

3.7.2 Staff Qualifications

Respondents should identify the employees it intends to assign to this contract, stating their relevant work experience and education. Named Staff shall be appropriately committed to the support of the system during the contract. Only those positions proposed need be identified within the below category and at a minimum include:

1. Project / Service Manager (five years' experience managing major data system projects and operations and maintenance services that support at least a population of 400,000,) – PMP (Program Management Professional), ITIL (Information Technology Infrastructure Library Certification) Service Manager Certification preferred
2. Lead Business Analyst (three years' experience in major data system development)
3. Senior Analyst / Developer (five years' experience in major data system development)
4. Analyst / Developer (three years' experience in major data system development)
5. Analyst / Developer (three years' experience in major data system development)
6. Database Analyst (five years' experience in major data system development)
7. Quality Assurance / Testing Analyst (three years' experience in major data system development)
8. Technical Writer (three years' experience in major data system development)

3.7.3 Corporate Background

This information should include:

1. Name of Respondent
2. Date company established
3. Ownership (public, partnership, subsidiary, etc.)
4. Corporation's Federal Employee Identification Number (FEIN)
5. Corporation's primary line of business
6. Total number of employees
7. Number of staff currently engaged in data system development number of staff currently engaged in data system operations and maintenance.
8. Computer resources and facilities
9. Total years in business

3.7.4 Corporate Experience

This information should cover relevant experience within the last five (5) years including:

1. Data system development, transfer, and implementation of system serving distributed population of at least 400,000
2. Large scale data conversion/migration
3. Ongoing maintenance and support of data systems
4. Interface development for data systems
5. Web portal development for use by clients

3.7.5 Similar Contract Experience

Describe and identify any contracts for data systems development, data migration or data systems maintenance or other relevant work, including any WIC experience in the last 5 years.

Provider should include contact information for three entities with whom the Provider has had a contract to provide services similar to those requested in this solicitation. The Department reserves the right to contact the entities in the course of the solicitation evaluation to obtain relevant contract performance information. The Department's determination is not subject to review or challenge.

3.7.6 Corporate compliance with federal requirements

This information shall include:

1. Written evidence of compliance with Section 306 of the Clean Air Act
2. Written evidence of compliance with Section 308 of the Clean Water Act
3. Written evidence of compliance with drug-free workplace requirements

3.7.7 Name of Subcontractors

Provide the name and address of any subcontractor the Provider intends to be used in performing any portion of service under the resulting contract.

3.7.8 Service Delivery Location

The Provider must perform all services required under this contract at a site or sites to be selected by the Provider within the United States. The Provider is expected to locate its staff and subcontractors as necessary to successfully conduct the business of the contract and interact with Department staff per the contract or as required and approved by the Department.

3.8 Equipment

The Provider shall be responsible for supplying, at their own expense, all equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

The Provider shall be responsible for providing the computer resources necessary to complete all of its tasks. These computer resources must be available 24-hours-a-day, seven-days-a-week, except for authorized down time and maintenance. State computer resources will be available as needed to the Provider per the requirements of the contract or as required and approved by the Department. The Provider shall be responsible for providing and maintaining all necessary telecommunications circuits between its facilities and the Department's data center. The Provider must maintain a Department approved disaster recovery and backup plan at all times. It is the sole responsibility of the Provider to maintain adequate back-up to ensure continued services under the contract. This plan must be available to Department auditors at all times.

3.9 Records and Documentation

To the extent that information is utilized or generated in or by the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F. S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this RFP and the Department will be entitled to unilaterally cancel the contract agreement. The Provider will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Provider for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records whether public record or not and promises to defend the Department against the same at its expense.

The Provider shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.10 Coordination with Other Providers/Entities

The successful Respondent must interface with the department, other state agencies, department designated Providers, USDA/FNS, and any other entities as required by the department as necessary to meet the requirements.

3.11 Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

SECTION 4: INSTRUCTIONS FOR PROPOSAL SUBMITTAL

4.1 General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Proposal.

<http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

4.2 Proposal Format

The Department discourages Proposals. Respondents should use the following format:

- 1) Proposals should be on paper that is 8.5 by 11 inches.
- 2) The font size is at the discretion of the Respondent but should be at least as large as the font size you are currently reading (11 point).
- 3) The pages should be numbered and one-inch margins should be used.
- 4) Respondent Proposals must be separated as follows **(Mandatory Requirement)**:
 - a) Technical Proposal
 - b) Cost Proposal
- 5) Technical Proposals should include an index identifying the page number/section where information can be located in the Proposal.

4.3 Copies of Proposals

Respondents are asked to submit the following copies:

4.3.1 Technical Proposal

One **(1)** original and eight **(8)** paper copies of the Technical proposal must be submitted no later than the date and time set forth in the timeline. In addition, the original should contain two (2) electronic version of the Proposal as submitted including all supporting and signed document, on a flash pen or jump drive.

Refer to Section 4.7 for information on redacting confidential information, if applicable.

The "original" paper copy of the Technical Proposal will be considered the authority if there are any differences between the paper and electronic copies.

Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information may cause the Proposal to be disqualified (Mandatory Requirement, see Section 4.5)

4.3.2 Cost Proposal

One (1) original copy of the Cost Proposal (Mandatory Requirement, see Section 4.2) must be submitted using **Attachment E: Cost Proposal**, no later than the date and time set forth in the timeline. No copies are requested.

4.4 Proposal Labeling

4.4.1 Technical Proposal

The Technical Proposal should be sealed and identified as follows:

RFP DOH13-002
Request for Proposal for
FL-WiSE Data System Operations and Maintenance
Due:
Respondent's Name:
TECHNICAL PROPOSAL

4.4.2 Cost Proposal

It is mandatory that the Respondent's Cost Proposal be in a separate sealed envelope and identified as follows:

RFP DOH13-002
Request for Proposal for
FL-WiSE Data System Operations and Maintenance
Due:
Respondent's Name:
COST PROPOSAL

4.4.3 All Proposals must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way Bin B07, Tallahassee, Florida 32399

4.5 Instructions for Submittal

- 1) Respondents are required to complete, sign, and return the "Title Page" with their proposal (**Mandatory Requirement**).
- 2) Respondents are required to complete, sign, and return the "Cost Proposal" **in a separate sealed envelope** with the Proposal submittal. (**Mandatory Requirement**)
- 3) Proposals may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the timeline, **Section 2.4**.
- 4) Proposals submitted electronically will NOT be considered for this solicitation.
- 5) The Department is not responsible for improperly marked Proposals.
- 6) It is the Respondent's responsibility to ensure its submittal at the proper place and time indicated in the RFP Timeline.
- 7) The Department's clocks will provide the official time of Proposal receipt.
- 8) Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the Proposal.

4.6 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

4.7 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “**REDACTED COPY.**”

The Redacted Copy shall be provided to the Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the respondent fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the respondent in answer to a public records request for these records.

4.8 Compensation and Cost Proposal

The Respondent must propose a fixed price for each of the requirements contained in **Attachment E**, Pricing Schedule – Deliverable Detail and Totals. The total proposed price will be a scoring criterion for proposal evaluation. The Pricing Schedule in this RFP shall be submitted as part of the Cost Proposal (mandatory requirement). No cost information shall be included in the respondent’s Technical Proposal (Mandatory requirement).

The requirements contained in **Attachment E**, Pricing Schedule are:

1. A price for monthly, quarterly and annual deliverables, by each year of the contract
2. Cost Proposal Totals for each year of the contract and a Five Year Total for the cost proposal

A total of three hundred (300) points will be awarded to the lowest acceptable price from Pricing Schedule identified in Attachment E of this document. Points for other proposals will be assigned using the formula:

$$(X/N) \times 300 = Z$$

Where:

X = lowest price proposal

N = proposal price

Z = awarded points

4.9 Documentation

Respondents must complete and submit the following information or documentation as part of their Technical Proposal:

4.9.1 Experience

Respondent's must provide contact information for three (3) entities the Respondent has provided commodities and services of a similar size and nature of those requested in this solicitation. Respondents may use **Attachment A**, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

4.9.2 Required Certifications

Respondents must sign and return with their response the Required Certification form, **Attachment B**.

4.10 Special Accommodations

Any person who special accommodations at DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If hearing or speech impaired, contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

4.11 Responsive and Responsible

Respondents shall complete and submit the following mandatory information or documentation as a part of the Proposal. Any Proposal which does not meet these requirements or contain this information shall be deemed non-responsive:

- a) Proposals must be received by the time specified, **Section 2.4: Timeline**
- b) The Title Page of this RFP must be completed, signed, and returned with the Technical Proposal.
- c) **Attachment E: Cost Proposal** must be completed, signed, and returned in a separate sealed envelope with RFP submittal.

4.12 Late Proposals

The Procurement Officer must receive Proposals pursuant to this RFP no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Proposals that are not received by the time specified will not be considered.

SECTION 5: SPECIAL TERMS AND CONDITIONS

5.1 General Contract Conditions (PUR1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general contract terms and conditions that will apply to any contract resulting from this ITN, to the extent they are not otherwise modified. This document should not be returned with the Proposal. <http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation shall control over any conflicting terms of the PUR1000. Paragraph 31 of PUR1000 does NOT apply to this solicitation or any resulting contract.

5.2 Renewal

The Contract resulting from this solicitation may be renewed prior to the expiration date of the initial contract, in whole or in part, for a period not to exceed five (5) years. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions of the original contract. Renewal of the contract is subject to the Department's discretion. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

5.3 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to **Attachment B**: Required Certifications.

5.4 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively prior to award.

5.5 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030, Florida Administrative Code. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. If the successful Respondent is not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

5.6 Minority and Service-Disabled Veteran Business Enterprise – Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Vendors are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

The successful Vendor shall provide a monthly Vendor Diversity Expenditure Report (**Attachment C**) summarizing all subcontracting/material suppliers performed during the reporting period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form shall be submitted to the Department's Contract Manager and Minority Business Enterprise (MBE) Coordinator.

5.7 Subcontractors

The Provider may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the Contract resulting from this solicitation. Anticipated subcontract agreements and the amount of the subcontract must be identified in the Proposal. No subcontract that the Provider enters into with respect to performance under the Contract shall in any way relieve the Provider of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

5.8 Financial Consequences

Pursuant to Section 287.058, Florida Statutes, any contract resulting from this RFP must contain financial consequences for failure to provide a deliverable in the time and manner specified. The contract shall contain the financial consequences for failure to meet a deliverable in the time and manner specified in the contract.

Deliverable Cost Category	Reduction as Percent of Specific Deliverable Not Met
< \$50,000	5 percent reduction in payment for deliverable
\$50,001 - \$100,000	3 percent reduction in payment for deliverable
> \$100,001	2 percent reduction in payment for deliverable

5.9 Performance Measures

By statute, the resulting contract must contain performance measures. It is the Department's intent to require the Provider to complete one hundred percent (100%) of the deliverables as required by any contract resulting from this RFP.

5.10 Standard Contract

Each Respondent should become familiar with the Department's Standard Contract which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Standard Contract is mandatory for departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are **Attachment D**.

SECTION 6.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

6.1 Introduction

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. The Department will combine the points for the technical proposal and cost proposal to determine the total score for each eligible Proposal.

The Respondent providing the best value to the State shall be selected for potential award. The Department reserves the right to award more than one contract as a result of this RFP.

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any Proposal not submitted in the manner specified by this RFP.

6.2 Evaluation Team

The Department's Evaluation Team will consist of at least three (3) persons who the Department determines have experience and knowledge in the program areas and service requirements sought to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

6.3 Evaluation Criteria

The Department will evaluate Proposals determined to be responsive and responsible against all evaluation criteria set forth in **Section 3: Scope of Services** in order to determine the Proposal most advantageous to the Department. Points are allocated as follows:

Technical Proposal	700 points maximum
Cost Proposal	300 points maximum

MAXIMUM AVAILABLE POINTS 1000

6.3.1. **Technical Proposal Content**

The Evaluation Team will each independently score every Technical Proposal in the evaluation areas indicated below. The raw scores in each evaluation area from each member of the Evaluation Team will be averaged together. These average scores will be added to determine each respondent's Technical Proposal score.

:Technical Proposal Evaluation	Maximum Points
1. Organizational Capacity (Section 3.8.3 through 3.8.6)	100
2. Technical Approach to Operations and Technical Support (Section 3.3.1)	135
3. Technical Approach to System Maintenance (see Section 3.3.2)	135
4. Technical Approach to Application Enhancement (see Section 3.3.3)	130
5. Technical Approach to Transfer of FL-WiSE Operations & Maintenance (see Section 3.3.4)	100
6. Staffing (see Section 3.8.1-;3.8.2 and 3.8.7 – 3.8.8)	100
Total Possible Points	700

6.3.2 **Description of Approach to Performing Task**

The proposal should include a section under Tab 1, that provides insight into the respondent's approach to providing the services as specified in this solicitation. The respondent should address all areas of work within the Task and Deliverable list (Section 3.2 and 3.3). The proposal should cross-reference applicable sections if possible. The respondent's technical approach should demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

1. The respondent's demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service.
2. A detailed explanation of how general maintenance and system support services will be provided, with consideration for the team structure as defined above in Professional Qualifications.
3. A guarantee that the respondent understands the Department's standards and is able to perform in a manner consistent with Department standards, and that system operation will not be interrupted if these standards change.
4. Documented successful experience in providing similar services.

6.3.3 **Description and Documentation of Minimum and Desired Qualifications**

Each Proposal should include thorough descriptions and documentation of all minimum and desired qualifications as outlined in Section __. Documentation of minimum qualifications is required for a Proposal to be considered complete.

Technical Proposal Instructions

5.10.1 6.3.4

TAB 1 – Title Page and Summary

Tab 1 should be labeled Title Page, and Executive Summary and should include the following information:

1. The Title Page provided with this RFP must be completed in full and signed by an individual authorized to legally bind the respondent. **(Mandatory Requirement)**
2. The Executive Summary should include a narrative containing information that indicates an understanding of the overall need for and purpose of the project as presented in the RFP and how the proposal shall be responsive to all requirements of the RFP. (including Section 4.6)

TAB 2 - Required Forms

Tab 2 of the proposal should be labeled Required Forms and include the signed attachment and related forms required in this RFP. As appropriate, these forms must include original signatures of an individual authorized to legally bind the Respondent. These forms include:

1. Attachment 1 - Required Certifications
2. Subcontract company name(s) - if applicable

TAB 3 - Organizational Capacity

Tab 3 of the proposal should be labeled Organizational Capacity and include the information specified in Section 3.8.3 through 3.8.6

TAB 4 - Operations and Technical Support

Tab 4 should be labeled Operations and Technical Support and the response shall provide a detailed discussion of the respondent's ability to meet the requirements for the Services specified in Section 3.3.1.

TAB 5 - System Maintenance

Tab 5 should be labeled System Maintenance and the response shall provide a detailed discussion of the respondent's ability to meet the requirements for the Services specified in Section 3.3.2.

TAB 6 - Application Enhancement

Tab 6 should be labeled Application Enhancement and the response shall provide a detailed discussion of the respondent's ability to meet the requirements for the Services specified in Section 3.3.3.

TAB 7 - Transfer FL-WiSE Operations & Maintenance

Tab 7 should be labeled Transfer FL-WiSE Operations & Maintenance and the response shall provide a detailed discussion of the respondent's ability to meet the requirements for the services specified in Section 3.3.4.

TAB 8 - Staffing

Tab 8 should be labeled Staffing and include a detailed discussion of the respondent's ability to meeting the Services specified in Section 3.8.1 through 3.8.2 and 3.8.7 through 3.8.8

6.4 Cost Proposal Content

A maximum of twenty (20) points will be awarded to the lowest total cost as indicated in **Section 6.3**. The cost formula (refer to Section 4.7) will be used to determine the number of points added to the scores of the remaining offers under review.

6.5 Cost Proposal Opening

Cost Proposals will be opened, read aloud and recorded in a public meeting after scoring and ranking of Technical Proposals.

6.6 Notice of Agency Decision

At the conclusion of Proposal evaluations and scoring, the Department will announce its intended decision. Notice will be posted on the state's Vendor Bid System.

6.7 Additional Tasks

Any activities, tasks, products or materials that would be reasonably necessary in order for the Provider to perform in accordance with the Scope of Services and Tasks Lists sections of this RFP shall not be considered additional services, activities, or tasks.

6.8 Contract Limits

All training materials developed by the Provider for the purpose of a Contract resulting from this RFP will become the sole property of the Department upon expiration of the Contract.

6.9 Staffing Levels

Each Proposal shall include proposed staffing for technical and administrative support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities throughout the term of the Contract.

6.10 Service Times

Each Proposal shall identify the days of the week and hours of the day that the Provider will be available to provide services to the Department.

ATTACHMENT A EXPERIENCE FORM

Respondent's Name: _____

Respondents must provide contact information for three (3) entities the Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

ATTACHMENT B
REQUIRED CERTIFICATIONS

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offeror to the provisions of this proposal or offer.

Signature of Authorized Official

Date

.....

SCRUTINIZED COMPANIES LISTS

I HEREBY CERTIFY THAT THE MY COMPANY IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST WHICH HAVE BEEN COMBINED TO ONE [PFIA LIST OF PROHIBITED COMPANIES](#) WHICH IS UPDATED QUARTERLY. I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS.

Signature of Authorized Representative

Date

*An authorized representative is an officer of the Vendor's organization who has legal authority to bind the organization to the provisions of the Replies. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the President, Chairman or owner.



ATTACHMENT C
DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY
SUBCONTRACTING EXPENDITURE REPORT

INSTRUCTIONS:

PROVIDERS please complete this report and submit to the DOH Contract Manager.* **PROVIDERS** and their subcontractors (if any) must report **all** subcontracting expenditures.

DOH Providers' Name:

DOH Providers' Subcontractor Name:
(if applicable)

DOH Contract or Order Number:

Reporting Month and Year:
(the period that your current invoice

Subcontractor(s) Name and Address	FEIN No.	Expenditure Amount

NOTE: Separate sheets may be used, as needed.

DEPARTMENT OF HEALTH USE ONLY

CONTRACT MANAGER INSTRUCTIONS:

PLEASE FORWARD COMPLETED FORMS TO:
BUREAU OF GENERAL SERVICES, CENTRAL PURCHASING OFFICE
ATTENTION: VENDOR DIVERSITY COORDINATOR
4052 BALD CYPRESS WAY, STE. 310
TALLAHASSEE, FLORIDA 32399-1734

***PROVIDER INSTRUCTIONS:**

1. **DOH PROVIDERS' NAME:** Enter the Company Name as it appears on your DOH Contract.
2. **DOH PROVIDERS' SUBCONTRACTOR NAME:** Enter the Company Name of the DOH Providers' subcontractor, who expenditures are being reported for, if applicable.
3. **DOH CONTRACT OR ORDER NUMBER:** Enter DOH Contract Number or Purchase (Direct) Order Number.
4. **REPORTING MONTH AND YEAR:** Enter the time period that your current invoice covers.
5. **C/MBE Entity Name and Address:** Enter the CMBE or MBE Subcontractor's Name and Address.
6. **FEIN No.** Enter the Subcontractor's Federal Employment Identification Number. This information can be obtained from the subcontractor.
7. **EXPENDITURE AMOUNT:** Enter the amount expended with the subcontractor for the time period covered by the invoice.

ENCLOSE THE COMPLETED FORM AND SEND TO YOUR DOH CONTRACT MANAGER.

ATTACHMENT D STANDARD CONTRACT

CFDA No.

STATE OF FLORIDA

Client Non-Client

CSFA No.

DEPARTMENT OF HEALTH

Multi-County

STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and

_____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

5.11 A. To provide services in accordance with the conditions specified in Attachment I.

5.12 B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

5.13 C. To the Following Governing Law

1. State of Florida Law

a. **This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.**

b. **If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.**

2. Federal Law

a. **If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.**

b. **If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.**

c. **If this agreement includes federal funds and said funds will be used for the performance of**

experimental, developmental, or research work, the provider shall comply with 37 *CFR*, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the Department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45*CFR* Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

5.14 D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other

documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
5. Persons duly authorized by the Department and federal auditors, pursuant to 45 *CFR*, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public 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 public agency in a format that is compatible with the information technology systems of the agency.

5.15 Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

5.16 F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

5.17 G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in Attachment I where appropriate.

5.18 H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

5.19 I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against

such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

5.20 J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

5.21 K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

5.22 L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

5.23 M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in §946.515(2) and §(4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, F.S.
3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

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

The provider shall receive a credit for any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

5.24 N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

5.25 O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

5.26 P. Sponsorship

As required by §286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

5.27 Q. Final Invoice

To submit the final invoice for payment to the Department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Department will not honor

any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the Department.

5.28 R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

5.29 S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

5.30 T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.31 U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the Department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

5.32 A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

5.33 B. Contract Payment

Pursuant to §215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

5.34 C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

5.35 A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

5.36 B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

5.37 C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be

provided in writing to the other party and said notification attached to originals of this contract.

5.38 E. All Terms and Conditions Included

This contract and its attachments as referenced, _____ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this _____ page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: _____

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME:

TITLE:

DATE:

ATTACHMENT E PRICE SCHEDULE

Deliverables under the contract will be paid on a monthly, quarterly or annual basis as indicated in Section 3.3, Deliverables. Respondents must provide a monthly, quarterly and annual amount for each year of the contract, each year of the renewal, and a total amounts (TABLE 1). Award will be based on the Grand Five Year Totals of the Cost Proposal and Cost Proposal for Renewal (Table 2).

TABLE 1:

	Proposed Monthly, Quarterly and Annual Prices					
	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Total
Monthly Deliverables						
Quarterly Deliverables						
Annual Deliverables						
SubTotal						
	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 5	
Monthly Deliverables (renewal years)						
Quarterly Deliverables (renewal years)						
Annual Deliverables (renewal years)						
Sub Total						

TABLE 2:

	Proposed Annual Price					
Proposal	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Total
Cost Proposal Totals						
	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 5	
Cost Proposal Totals for Renewal						
Grand Total						

Printed Name Title

Signature of Authorized Representative Date

Respondent's Name

Solicitation Number: 13-002

Request for Proposal

Florida – WiSE Data System Operations & Maintenance