**FLORIDA DEPARTMENT OF REVENUE**

# INVITATION TO NEGOTIATE

## ITN CONTRACTUAL SERVICES – ACKNOWLEDGEMENT FORM



AGENCY RELEASE DATE: **3/12/2026**

SUBMIT RESPONSE TO:
Florida Dept. of Revenue
Purchasing Office,
Building 2-1600
2450 Shumard Oak Boulevard
Tallahassee, FL 32399-0109

SOLICITATION TITLE: **Child Support State Disbursement Unit**

SOLICITATION NO: **ITN 25/26-41**

Replies WILL BE OPENED: **DATE: 6/15/2026 @ 3:00 P.M.**

**Note:** Vendor's Reply shall remain binding until execution of a Contract with successful awarded Respondent

| | |
|---|---|
| VENDOR NAME:<br><br>If a fictitious name is used include registered entity name (i.e., XYZ., Inc. D/B/A ABC) | |
| VENDOR MAILING ADDRESS: | |
| CITY – STATE – ZIP: | *AUTHORIZED SIGNATURE (MANUAL) |
| PHONE NUMBER: | |
| T. FREE NUMBER: | |
| FAX NUMBER: | *AUTHORIZED SIGNATURE (TYPED), TITLE |
| EMAIL ADDRESS: | |
| FEID NO.: | ***This individual must have the authority to bind the respondent.** |

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

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

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

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

# IMPORTANT NOTICE TO VENDORS

1. **PROCUREMENT LIBRARY**
   In addition to the materials and attachments contained herein, the Florida Department of Revenue (FDOR) has developed a Procurement Library **on its Internet site** to make larger attachments available to Respondents to assist with the preparation of Replies and provide a greater understanding of solicitation requirements. Additional materials may be added to the Procurement Library by FDOR.

   It is the sole responsibility of potential Respondents to monitor the Procurement Library site throughout the solicitation process for any additional attachments or information relating to this procurement, as additional notification may not be provided when information or materials are added. The URL for the Procurement Library is:

   https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx .

2. **VENDOR INFORMATION PORTAL**
   FDOR utilizes the Florida Department of Management Services' "Vendor Information Portal" (VIP) to post and update procurement documents. It is the sole responsibility of potential Respondents to monitor the VIP for any addenda or notices issued relating to this procurement. The URL for the VIP site is: https://vendor.myfloridamarketplace.com/ . The FDOR will not be liable for any addendum or other information not received by a Vendor due to the Vendor's failure to monitor the VIP.

   Solicitation related documentation will be available on the VIP, and vendors are responsible for monitoring the site for new or updated information. Information available on the VIP includes but is not limited to the Invitation to Negotiate, amendments, and questions/answers. The link to the VIP is https://vendor.myfloridamarketplace.com/ .

   If unable to read or download material from the VIP or the Procurement Library site, please contact the FDOR Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2. of this ITN. The Procurement Schedule may be used as a guideline for upcoming postings to the VIP.

3. **COMMODITY CODE(S)**
   Vendors should be registered for at least one of the following commodity codes:

   64101700 - Electronic fund transfer and payment products
   78142100 - Logistics Operations Management
   84111500 - Accounting services
   84121500 - Banking institutions
   84121600 - Funds transfer and clearance and exchange services
   93141507 - Social work administration services

   As stated in sections 1. and 2. above, **FDOR is not liable for any information or materials not received by a Vendor due to the Vendor's failure to monitor the VIP or the Procurement Library website.**

## Contents

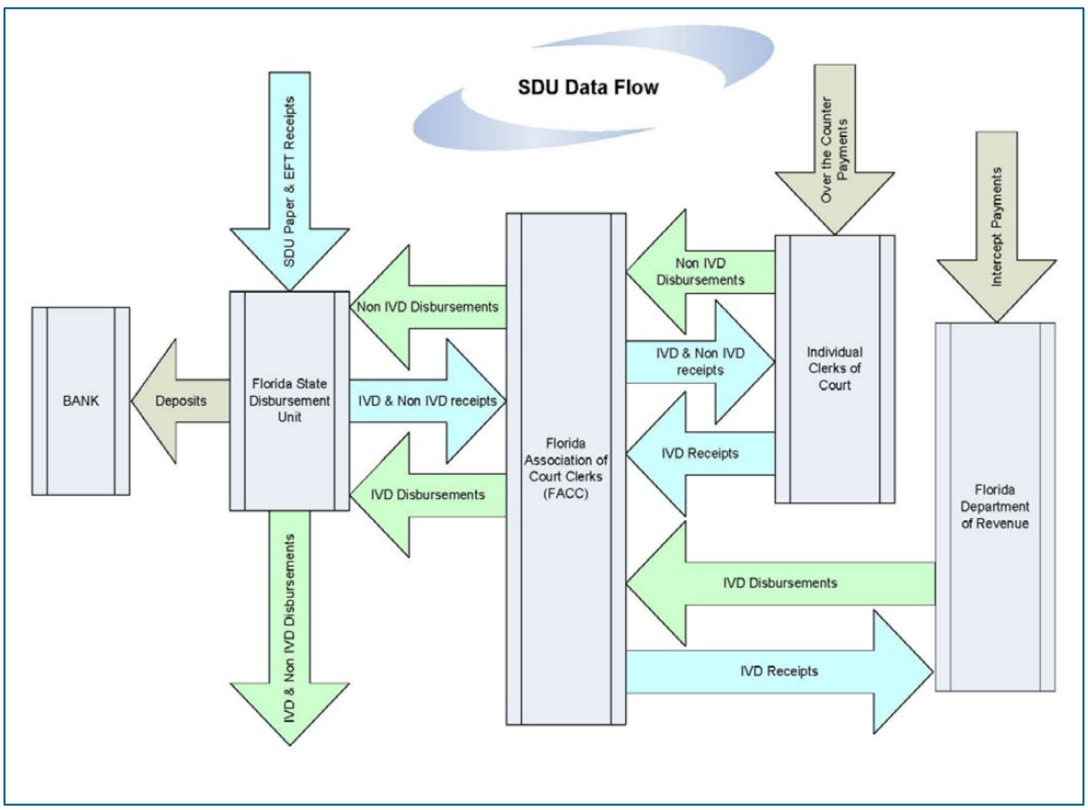
## SECTION 1: INTRODUCTION

### 1.1 BACKGROUND

The Florida Department of Revenue (FDOR) is designated under section 409.2557, Florida Statutes (F.S.), as the state Title IV-D agency. The Child Support Program (the Program) is an operational program within the Department of Revenue, an agency of the Executive Branch of State government created by an Act of the Florida Legislature. See section 20.21(1)(h), F.S.

The State Disbursement Unit (SDU) established under section 61.1824, F.S., is a processing center responsible for collecting and disbursing payments for all support cases enforced by the Program pursuant to Title IV-D of the Social Security Act and for all child support cases not being enforced by the Program under Title IV-D in which the initial child support order was issued in the State on or after January 1, 1994, and that the obligor's child support obligation is being paid through income deduction.

The Department provides management oversight of the SDU. The Florida Association of Court Clerks (FACC) is a partner in SDU operations and provides certain SDU related services. FACC provides for the operation and maintenance of the statewide eCLERC system, which is responsible for data transmission between the SDU, DOR and the Clerks of the Circuit Court. The following illustration provides an overview of the data flow under the current contract:



## 1.2 DESCRIPTION OF THE SERVICES REQUESTED

The Department is seeking competitive sealed replies (Replies) from firms (Contractor or Vendor) capable of providing SDU services (Services). The initial scope of services is outlined below and will be more fully explored during the negotiation phase of the ITN. The Department currently contracts with Systems & Methods, Inc., for these services. This contract expires October 10, 2026.

In summary, the Department expects the Services to include the following duties and functions to ensure child support payments are appropriately collected and disbursed. Additional information regarding the Services is provided in Section 2 Scope of Work.

A. <u>Receipt Processing.</u> Maintaining security and control over lockbox operations in which payments are received from multiple sources, including but not limited to individual payers, employers, and other states and countries. This includes mail pick-up and delivery, processing, oversight, and related data and records management (paper and electronic); processing paper and electronic payments; coordinating payment processing with other entities (e.g., financial institutions, insurance companies); and correspondence processing.

B. <u>Exception Processing.</u> Managing unidentified items when a receipt cannot be posted to a SDU system due to incomplete information being received; establishing and maintaining a process for tracking and resolving misapplied and rejected payments; and managing returned deposit items.

C. <u>Bank Deposits.</u> Depositing collection receipts daily into an interest-bearing account and managing these activities as required by law and as directed by the Department.

D. <u>Disbursement Processing.</u> Processing daily disbursement files and creating and storing file and transaction data as directed; providing disbursement-related services (e.g., printing and distributing checks, handling returned, lost or stolen disbursements, processing direct deposits, providing debit card services, processing foreign disbursements), issuing SDU refunds as directed; and completing unclaimed property activities and reporting as required.

E. <u>Banking.</u> Providing banking services, including oversight and management of SDU-related bank accounts; funding an escrow account to be used in the event of an account shortage; coordinating with the bank to address/handle exception notices, and transferring funds between accounts; and performing banking and reconciliation activities. See **Appendix 2** in the Procurement Library (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx). for an illustration of the Department's current SDU banking services model.

F. <u>Reconciliation.</u> Ensuring all transactions and activities involving SDU bank accounts are accounted for; completing periodic reconciliations (e.g., bank to book, receipts, disbursement, returned deposit items, recoupment reconciliation) of receipts and disbursements for SDU accounts; and providing online access to Contractor records to allow for review of reconciliations.

G. <u>Customer Service.</u> Providing a customer call center, an interactive voice response (IVR) system, and website access to permit making payments, viewing relevant payment information, and receiving alerts; timely responding to inquiries, handling information requests, and escalating matters / issues as directed; and providing reporting and analytics functionality and support.

I. Anticipated Term of Contract. The Contract term is anticipated to include a five-year initial term followed by optional renewals of up to five years. The initial Contract and renewal terms may be negotiated during the course of this ITN.

## 1.3 SPECIFIC GOALS, QUESTIONS, AND FACTS

In accordance with s. 287.057(1)(c), F.S., the Department provides the following information:

**Specific Goals**: The specific goal of this ITN is to identify and engage one Vendor to provide the best value to the Department based on several factors, including: (i) prior relevant experience, (ii) quality of personnel and resources used to provide the Services, (iii) proposed methods for delivering the Services, and (iv) contractual terms and pricing for the Services. The criteria for evaluating and selecting Vendors are more fully described in Section 3 of this ITN.

**Questions Being Explored**: These questions are included to give Vendors a better understanding of potential negotiation issues and factors that may impact the outcome of this ITN. Vendors are not required to reply directly to the questions below in their Reply.

A. What Services are available to the Department that best meet Department's needs as outlined in this ITN?

B. How can the Department and the Vendor best provide for a smooth, timely, and cost-effective implementation and migration to the Services?

C. What contract terms are commercially reasonable and appropriate for the Services?

D. How can the Department maintain ownership and usability of data associated with the Services, even after contract expiration/termination?

E. What additional related value-added Services and products can Vendors offer?

F. Which Vendor ultimately provides the best value for the Department?

**Facts Being Sought**: The facts being sought in this ITN are identified primarily in Section 4, Submission of Replies.

## 1.4 PROCUREMENT SCHEDULE

Below is the procurement schedule that represents FDOR's best estimate of the schedule that will be followed. If deviations from this schedule occur, FDOR will publish an addendum on the VIP. No liability to FDOR will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are local time in Tallahassee, FL.

| Event | Date | Time | Location/Method |
|---|---|---|---|
| Release of ITN | 03/12/2026 | 5:00 PM | Vendor Information Portal |
| Vendors submit questions – 1st round | 03/27/2026 | 5:00 PM | Email to Procurement Officer |
| The FDOR posts responses to questions – 1st round | On or about 04/10/2026 | 5:00 PM | Vendor Information Portal |
| Vendors submit questions – 2nd round | 04/17/2026 | 5:00 PM | Email to Procurement Officer |
| The FDOR posts responses to questions – 2nd round | On or about 05/01/2026 | 5:00 PM | Vendor Information Portal |
| Responses Due<br>Public Opening | 06/15/2026 | 3:00 PM | Procurement Office |

The sequence of events below is provided for informational purposes only. Date(s) and Time(s) for each will be provided closer to the actual event. The FDOR will publish any ITN addendum on the VIP and/or notify in writing via e-mail, all Vendors that submitted Replies, with the date and time and guidance/instructions, as applicable for each event.

| | | | |
|---|---|---|---|
| FDOR begins providing Clarification Requests to Vendors as needed | 06/22/2026 | 8:00 AM | Email from Procurement Officer |
| Vendor responses to clarification questions due (clarification request) | 06/22/2026-07/17/2026 | 5:00 PM | Email to Procurement Officer |
| Product demonstrations | 07/20/2026 - 07/24/2026 | TBD | TBD |
| Public Opening (Cost) | 07/28/2026 | 3:00 PM | Procurement Office |
| Negotiations Begin | 07/29/2026 | 5:00 PM | TBD |
| Best and Final Offer due | 09/24/2026 | 5:00 PM | Email to Procurement Officer |
| Notice of Intent to award | 09/28/2026 | 3:00 PM | Vendor Information Portal |
| Contract Formation | 10/02/2026 - 10/10/2026 | 5:00 PM | Child Support Program |

## 1.5 RESTRICTION ON COMMUNICATIONS

The following provision is included in this ITN as required by s. 287.057(25), F.S.:

> "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this 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 and copy to the Back-up Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

See Section 3.2., Procurement Officer.

## 1.6 TYPE OF CONTRACT

The Contract will be a fixed-rate, deliverable-based contract.

This ITN does not by itself obligate the State. The State's obligation will commence when the Contract is signed by FDOR's Director of Financial Management or approved designee. Upon written notice to the Contractor, FDOR may set a different starting date for the Contract. FDOR will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the start date or date executed by both parties whichever is later.

From the date of receiving the final Contract, the successful Vendor shall have ten (10) business days to execute and return the Contract as tendered by FDOR (ten (10) business days from the date it was delivered to the successful Vendor by FDOR). FDOR reserves the right to withdraw the tendered Contract and resume discussions with other responsive Vendors after the tenth (10th) day.

The sample FDOR contract found in the Procurement Library **Appendix 1** (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx) should be scrutinized by Vendors since modifications proposed by the vendor may not be considered.

## 1.7 STATE TERM CONTRACT UTILIZATION

Should any goods or services proposed by Vendor be available for purchase via a Florida State Term Contract, the FDOR reserves the right to purchase any portion of those goods or services from the State Term Contract when determined by FDOR to be in the best interest of the State.

## 1.8 INDEPENDENT CONTRACTOR STATUS

During the performance of the Contract, the Contractor and its employees will be regarded as independent contractors and not as employees or agents of the State of Florida or the FDOR. The Contractor will be responsible for all its employees' insurance and federal, state, local, and FICA taxes. All employees hired by the Contractor under the prospective Contract shall be notified in writing by the Contractor of this provision as a condition of employment.

## 1.9 CONTRACT PHASES, TERM, & RENEWALS

This contract will consist of two phases: Phase 1 is the Transition Phase and Phase 2 is the Operations Phase.

The Transition Phase consists of start-up activities that must be completed before cutover to the Operations Phase. By way of example, tasks and activities during the Transition Phase may include but are not limited to: organization, planning, facilities, hiring, training, hardware and file set up and testing, banking arrangements, development and approval of operational procedures, and any other necessary tasks and activities to ensure an effective cutover consistent with the terms and conditions of the contract.

The Transition Phase will begin when the contract becomes effective and will end when cutover to the Operations Phase is successful, as determined by the Department. The duration of the Transition Phase and any associated activities, requirements, deliverables, project schedule, costs (if any), financial penalties, and payment for transition costs will be determined during contract formation and included in the contract.

The Operations Phase is the 60-month period that begins at cutover when the contractor assumes full responsibility for daily SDU operations and performance of all contractual requirements.

FDOR reserves the right to renew any Contract resulting from this ITN. Renewals shall be subject to the same terms and conditions set forth in the original Contract, and subsequent amendments and may be for the original term of the Contract or for a period that may not exceed (5) years. The renewal may be divided into increments (five one-year renewals), may be for a complete term (one renewal for five years or the original term of the contract), or a combination thereof (one three-year renewal followed by one two-year renewal). Renewals are contingent upon satisfactory performance evaluation by FDOR, and must be authorized by mutual agreement in writing, prior to Contract expiration.

Vendors shall include the cost of any contemplated renewals in their Reply. The renewal, if any, is subject to the same terms and conditions set forth in the initial Contract and subsequent amendments.

## 1.10 CONTRACT FUNDING

The State of Florida's performance and obligation to pay under a Contract resulting from this ITN is contingent upon an annual appropriation by the Florida Legislature. If funds are not appropriated or federal matching funds are no longer made available to fund the Contract, FDOR may terminate the Contract in accordance with Section III.D of **Appendix 1** FDOR Standard Contract, available from the Procurement Library.

(https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx) .

If funding for the Contract or the continuation of the Contract resulting from this ITN is not approved by the Florida Legislature, FDOR shall have no liability for payments to the Contractor.

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

Under the current contract the budget is $9,620,712 per year. The budget for a new contract resulting from this ITN will be determined by FDOR after Florida's General Appropriations Act for State Fiscal Year 2026-2027 becomes law.

**END OF SECTION**

## SECTION 2: SCOPE OF WORK/SERVICES

The Florida State Disbursement Unit (SDU) is responsible for processing collections and disbursements for child support cases enforced by the Florida Department of Revenue (FDOR) pursuant to Title IV-D of the Social Security Act and for Non-IV-D cases not enforced by FDOR in which the support obligation is paid through income withholding.

Because the Clerks of the Circuit Court are the official recordkeepers, payment information is transmitted electronically by the SDU to the clerks then transmitted to FDOR for IV-D cases. The Florida Association of Court Clerks and Comptrollers (FACC) serves as intermediary between FDOR, SDU, and the clerks for file processing and for payment issue resolution on Non-IV-D cases.

Individual clerks may contract with the SDU vendor for receipt and disbursement services on cases not enforced by FDOR where support is not paid through income withholding. This service is referred to as Contracted Disbursement Unit (CDU) processing. (See Section 2.1.G.1)

### 2.1 REQUIREMENTS

#### A. Operational

#### 1. Receipt Processing

a) Contractor must maintain security and control over lockbox processing for payments received from multiple sources, including but not limited to individual payers, employers, and other states and countries.

b) Contractor is responsible for all aspects of SDU receipt processing, including but not limited to mail pickup and delivery, receipt of mail at the SDU facility, mail opening and sorting, imaging documents and payment instruments, matching and applying payments to cases, and depositing receipts into the appropriate SDU bank account.

c) Contractor must process all payments on the same day they are received.

d) Contractor must notify FDOR by phone and email as soon as information available indicates that processing of all or part of the day's receipts will not be completed. An Incident Report must be completed in accordance with Section 2.1.D Incident Reporting.

e) Contractor must perform exception processing for items that require special handling, including but not limited to misapplied payments, payments that cannot be processed, unidentified payments, and returned deposit items.

f) Contractor must have the ability to pull paper and electronic receipts from SDU processing when notified in advance by an employer or FDOR that payments are for the next month's support obligation.

    (1) This circumstance occurs a few times a year with federal agencies (such as the Social Security Administration) when, based on the calendar date payroll is processed and the day of the week a month ends or begins, the SDU receives payments that have been deducted from the next month's pay.

    (2) When the Contractor has advance notice, it must be able to identify and pull these receipts and hold them until the first business day of the next month before processing.

g) Contractor shall provide information and support to employers to resolve payment issues including but not limited to unidentified, misapplied, or out-of-balance receipts, garnishments for multiple cases, and identification of employees receiving refunds due to closed cases.

h) Contractor must include all receipts for the day in that day's interface files, whether posted to a case or held for research, in accordance with **Appendix 3** the Interface Control Document (ICD) (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx) .

1.1 Mail Pickup/Delivery Services

Mail is currently received at nine (9) post office boxes leased from the United States Postal Service (USPS).

Contractor must:

a) Retain leases and assume costs for the boxes.

b) If the Contractor requests a different location or different post office box numbers, subject to FDOR approval, the Contractor will be responsible for any expense associated with the change and must provide a detailed plan with a schedule showing the effect of the change on mail and payment processing.

c) Pick up and deliver mail to the SDU or arrange for a bonded courier to pick up and deliver mail to the SDU at the earliest time mail is available at the post office to ensure same day processing each business day.

d) If the USPS processing schedule is such that mail is available for pickup multiple times daily and multiple pickups would enhance the timeliness of SDU processing, the Contractor must arrange for multiple daily pickups and deliveries.

e) Legibly sign for, image, and maintain a log with sufficient information to identify and track all registered, certified, and special delivery mail when delivery is to the SDU

1.2 Mail Processing

Contractor must complete mail processing activities daily.

a) Contractor's mail processing procedures must include:

    (1) Sorting mail containing payments separately from correspondence received without payments.

    (2) Identifying and segregating payments that require special handling such as checks from other state SDUs and auxiliary receipts described in section 2.1.A.1.6.

    (3) Imaging and storing mail content.

    (4) Handling misdirected mail.

    (5) Handling suspicious packages: bomb, chemical, biological, or radiological threats.

b) Correspondence and documents that accompany a payment must be kept with the payment and imaged before or during payment processing.

c) All images (payments and other documents) must be immediately available for access by Contractor personnel, FDOR, and FACC.

d) Misdirected mail must be forwarded to the intended recipient or returned to the sender.

e) Contractor must process mail and payments delivered by FDOR's courier on the same day when received by a mutually agreed upon time.

1.3 Correspondence Processing

a) Contractor must image all correspondence.

b) Correspondence images must be available to FDOR and FACC.

c) Correspondence that does not require action by the SDU must be made available to FDOR in electronic format that allows items to be assigned to users, reviewed, and marked with statuses in the SDU system indicating the review is in process or completed.

d) Contractor must provide a system security role for FDOR to work correspondence items that restricts access to other system data and payment images.

1.4 Paper Payments

Contractor shall process paper payments to include checks, money orders, cashier's checks, and cash.

a) Contractor is responsible for developing a comprehensive screening procedure and must provide sufficient management, personnel, and equipment to complete all screening and processing within the time frames required by this ITN. Items that must be identified in the screening process include but are not limited to:

    (1) Non-negotiable instruments such as stale-dated or incomplete checks.

    (2) Dollar amount discrepancy between check and source document.

    (3) Remittance documentation or correspondence received without a payment.

    (4) Foreign currency.

    (5) Payments received with multiple case identifiers to ensure proper posting to appropriate cases.

b) Contractor shall:

    (1) Have the capability to hold in suspense high dollar payments (personal checks above an agreed amount) and shall work with FDOR in good faith to establish a mutually agreeable procedure for handling these items.

    (2) Propose a solution and develop procedures for processing foreign currency items.

c) Contractor must maintain an audit trail when transferring payment instruments between personnel and/or units.

d) Payments must be restrictively endorsed and sorted by remittance type (employer wage withholding, other state, persons owing support) for posting.

e) Contractor must perform outreach to payers to enhance payment accuracy and completeness to reduce the number of paper payment exceptions and promote electronic remittance.

f) Contractor shall have procedures for processing and depositing cash, including creation of substitute documents for imaging purposes.

g) Contractor shall perform ‘salting’ tests annually wherein cash and/or money orders are inserted in the day’s mail to test the efficacy of Contractor’s payment handling and security monitoring procedures.

h) Paper payments except for cash must be securely stored after electronic deposit and maintained for at least thirty (30) days.

<u>1.5 Electronic Funds Transfer (EFT) and Electronic Data Interchange (EDI) Payments</u>

a) Contractor must receive and process EFT/EDI payments from employers, other states, state and federal agencies, Clerks of Court, other countries, and other payers.

b) Contractor must create a representative image in the SDU system to display information received with electronic payments.

c) Contractor shall:

   (1) Provide education and outreach to employers not using EFT/EDI to encourage compliance with state law. Contractor actions may include but are not limited to mass mailings, phone calls, and email.

   (2) Assist employers with setting up EFT/EDI.

   (3) Accept and process EFT/EDI payments using the formats prescribed by the Bankers EDI (Electronic Data Interchange) Council and NACHA (National Automated Clearing House Association).

   (4) Have a representative attend federal Office of Child Support Enforcement (OCSE) EFT/EDI conference calls and comply with requests for information, reconciliations, and other activities as necessary.

d) Contractor must process the daily Over the Counter (OTC) Receipt Data File 950-01 containing information for IV-D and Non-IV-D payments receipted by the clerks of court. Processing includes:

   (1) Importing the OTC payment data into the SDU system.

   (2) Maintaining clerk of court banking information and processing bank account debit transactions to ensure funds for each OTC payment are deposited into the SDU bank account by the Clerk.

   (3) Verifying completion of the process daily.

e) With FDOR approval, the Contractor may provide and maintain other electronic payment alternatives or technology to simplify or enhance the receipt processing operation.

<u>1.6 Auxiliary Receipts</u>

a) Contractor must process payments received from financial institutions, insurance companies, and attorneys for levies and insurance settlements.

b) Payments intended for bank levy and insurance settlement must be imaged, assigned a unique standard payment identifier, reported and tracked in the SDU database, and transmitted in the SDU Auxiliary Receipt File 130-01 in accordance with the ICD. Auxiliary receipts must not be posted to cases in the SDU system.

c) Payments received by EFT/ACH encoded with the Application Indicator “FD” must be segregated from SDU payment processing and included in the auxiliary receipt file.

d) FDOR will forward payments to the SDU by courier daily for inclusion in the auxiliary receipts file. The Contractor must process payments the same day as received when the courier arrives before a mutually agreed upon time.

e) The Contractor must provide an online portal for remittance of bank levy and insurance settlement payments separate from remittance by employers and obligors.

f) IV-D SDU payments returned by Clerks in the FACC Redirected SDU Receipts File 375-90 must be included in the auxiliary receipt file in accordance with the ICD.

**2. Exception Processing**

2.1 Unidentified Payments

An unidentified payment is a receipt that cannot be posted to a case on the SDU system due to missing or incomplete case identifying information or no case record existing in the SDU system. The Contractor shall work independently and with FDOR and FACC to timely and accurately resolve unidentified payments.

a) Contractor must work unidentified payments daily to ensure payments are resolved timely and accurately.

b) Activities to resolve unidentified payments must include but are not limited to:

   (1) Completing research using information such as names, social security numbers, partial case numbers, and payment history to identify intended cases.

   (2) Contacting the payer when information is included with the payment that makes such attempt reasonable.

   (3) Using FDOR’s CAMS and the Clerks’ CCIS systems in unidentified research.

c) Contractor must categorize payments with the proper Payment Indicator code as listed in the ICD for the New Receipt Exception File 375-96.

d) Unidentified payments that cannot be posted to a case after research must be returned to the remitter when the remitter is identified. Contractor must have the capability to initiate check disbursements from the SDU system to issue refunds of unidentified payments.

e) Contractor must classify payments that can’t be posted or returned to the remitter as unidentifiable after approval by FDOR and include such payments on the monthly SDU Unidentifiable File 975-01 in accordance with the ICD.

2.2 Misapplied Payments

The Contractor shall establish and maintain a process for resolving misapplied payments that result from actions or inactions by the Contractor, FDOR, employers, or other SDU partners.

At a minimum, Contractor must:

a) Provide detailed procedures to identify, research, correct, and avoid or minimize misapplied payments.

b) Complete processing on the correct case within one (1) business day after a misapplied payment is detected.

c) Accept financial responsibility and fund all losses to SDU bank accounts that are not the result of FDOR error. Funding transfers must be in accordance with FDOR direction. See section 2.1.A.5.2 Escrow and Returned Deposit Accounts for additional information.

d) Submit a monthly report to FDOR that identifies each misapplied payment detected during the reporting month, the Contractor's determination of error responsibility, and the date and amount of any funding of SDU account(s) to cover losses.

    (1) Information provided must be sufficient for FDOR to perform quality assurance on all error responsibility assigned.

    (2) FDOR will make the final determination of error responsibility and requirements for funding losses.

2.3 Rejected Payments

Contractor must have procedures to reject payments such as non-negotiable instruments from SDU processing before deposit and return the rejected payment to the payer with a letter providing a reason for the return.

The Contractor must:

a) Resolve rejected payments no later than the next business day after receipt.

b) Review reject criteria annually to ensure criteria are valid and payments are not returned unnecessarily.

c) Propose new criteria or procedures as needed for FDOR approval.

2.4 Returned Deposit Items

The Contractor shall:

a) Be responsible for financial losses for all returned deposit items.

b) Maintain a returned items database and flag payers who submit items returned unpaid to prevent payers from submitting additional bad payment instruments.

c) Have procedures in place for reconsidering flagged payers based on the circumstance, number of occurrences, and status of recoupment of returned items to allow payers to submit payment again.

d) Remove the flagged status of a payer at the request of FDOR for circumstances that are escalated or for high-volume remitters when the financial loss has been recovered.

e) Provide FDOR access to review returned deposit items and the recoupment status.

**3. Bank Deposits**

a) Contractor shall deposit receipts daily into an interest-bearing account.

    (1) All deposits must be held in a Qualified Public Depository as defined by section 280.02(26), F.S.

    (2) All non-foreign payments must be deposited on the same business day as received.

(3) All foreign payments must be deposited no later than the next business day after receipt or otherwise be processed in accordance with Contractor's foreign currency procedures approved by the FDOR.

b) Contractor must use image cash letter capability to electronically forward deposits to the bank.

**4. Disbursement Processing**

4.1 General Requirements

a) The Contractor must:

(1) Use a financial institution that is EFT capable and compliant with NACHA regulations.

(2) Process daily disbursement files created by FDOR for IV-D disbursements and by the Clerks for Non-IV-D disbursements on the same day as received by the Contractor, when received by the mutually agreed cutoff time.

(3) Notify FDOR by phone as soon as information available indicates that all or part of the day's disbursements will not be completed and submit an incident report in accordance with section 2.1.D.

(4) Have four (4) disbursement methods: direct deposit, debit card, paper check, and EFT.

b) Contractor must create an SDU disbursement file to go to the bank, and a print file if required for checks, the same day the disbursement files are received from FDOR and the Clerks.

c) Contractor must store in its SDU database all transaction details from disbursement files so that individual receipts are linked to the corresponding disbursements.

d) Contractor must maintain bank account information for other states, agencies, and countries to facilitate disbursements to those entities via EFT.

e) Contractor shall provide a daily file in accordance with the ICD of all disbursement method changes initiated on the SDU system due to customer enrollment status in direct deposit or debit card programs, or the rejection of electronic disbursements by the bank.

f) Contractor shall be responsible for voiding disbursements and must provide a daily void file of all voids and disbursement rejects in accordance with the ICD. Disbursement rejects are disbursements that appear on FDOR or FACC disbursement files which are removed by the Contractor because of missing mandatory details.

4.2 Checks

Checks will be issued for all disbursements not processed through the Automated Clearing House (ACH) network or disbursed to the debit card, as indicated in FDOR and FACC disbursement files.

a) Contractor shall:

(1) Print all checks on the check print file each business day. All checks must be mailed by first class mail daily.

(2) Print checks on FDOR approved check stock with FDOR approved information, format, and security features.

(3) Duplicate an electronically generated signature as directed by FDOR on each check.

b) Contractor must comply with the following check file requirements:

(1) Accommodate informational text to be printed on the check stub.

(2) Pre-sort function.

(3) Includes a bar code.

c) The Contractor shall design and use checks with a detachable stub that contains the following information:

(1) Payer name(s), multiple payer names will appear when disbursements are from multiple cases.

(2) Payee name.

(3) Check date.

(4) Depository numbers, multiple depository numbers will appear when disbursements are from multiple cases.

(5) Check amount.

(6) Case amount(s), same as check amount except when the check includes disbursements from multiple cases.

(7) Check number.

(8) Other state case number.

(9) CSP case number.

(10) Disbursement description or informational text line.

4.3 Direct Deposit

a) Contractor must maintain procedures for managing direct deposit enrollment and processing.

b) Contractor must, at a minimum:

(1) Process applications for new enrollments and account changes, including forms development and an online enrollment process.

(2) Provide marketing and customer outreach.

(3) Handle direct deposit payments returned by the payee’s bank to include voiding the disbursements in the SDU system.

(4) Resolve file transmission issues with the bank.

(5) Maintain bank account information for persons due support enrolled in direct deposit.

(6) Record changes in bank account information received in Notice of Change files from the bank.

(7) Transmit bank account information for customers with Non-IV-D cases to the Clerks and record in the SDU database bank account information received in the FACC Disbursement File 305-01.

4.4 Debit Card Services

a) Contractor must implement and maintain stored value account debit card services that provide for deposit of payments to a person due support and allows for access to payments at automated teller machines (ATMs), banks, and retail establishments.

b) Contractor must send enrollment materials to persons due support who are issued paper checks in the FACC Disbursement File 305-01 (Non-IV-D) and DOR Disbursement File 306-01 (IV-D).

(1) Enrollment materials must offer the opportunity to sign up for direct deposit or a debit card.

(2) If a customer does not sign up for direct deposit within a designated time period, the Contractor will send a debit card and indicate when payments will start being disbursed to the debit card.

(3) The enrollment process must be configurable for different notices and enrollment timeframes depending on the source file (Non-IV-D or IV-D).

c) Contractor shall provide one replacement card to each cardholder per year, upon request, at no cost to the cardholder.

d) Contractor shall have in place an unclaimed property policy for its debit card services, comply with Chapter 717, F.S., and notify FDOR of unclaimed property transfers. Notifications of unclaimed property transfers shall be transmitted in a mutually agreed upon form, format, and schedule.

e) Contractor shall ensure its debit card provider sends the Contractor an electronic file of all address updates and deactivations received by the debit card provider within one (1) business day of receipt by the debit card provider. All updates and deactivations shall be included in the daily address files in accordance with the ICD.

f) Contractor shall provide customer outreach to inform parents about debit card services.

g) Contractor must maintain a file of debit card customers who have requested and been granted by FDOR an exception to the requirement that payments be disbursed electronically. Contractor must maintain the exception list by adding and removing people from the list as requested by FDOR.

h) Contractor's debit card must be affiliated with the VISA or MasterCard system.

i) Contractor must notify FDOR at least ninety (90) days in advance of proposed changes in policy that affect cardholders or cardholder accounts. FDOR must approve all changes that impact the customer unless the change is required by federal or state law or regulation.

j) Contractor shall not raise cardholder fees during the term of the contract, including renewal period(s).

k) Contractor shall provide all informational and instructional materials including but not limited to enrollment materials to cardholders, and the materials must be available in English and Spanish. Cardholder agreements and fee schedules must be available online for customers to review before enrollment.

l) Contractor shall develop and provide procedures for processing debit cards that are returned to the Contractor or card provider as undelivered. At a minimum, the Contractor must ensure that:

(1) Payee/cardholder address is updated on the SDU database.

(2) The returned card is remailed or a new card is issued if a new address is provided.

(3) All address updates and deactivations resulting from debit card processing are included in the DOR Change of Address File 376-02 and the FACC Change of Address File 375-02 in accordance with the ICD.

(4) All address updates and deactivations for cardholder addresses are sent to their card provider daily.

m) Contractor must have the ability to reverse and void debit card disbursements upon request by FDOR when the disbursement was in error and the funds are available in the card account.

4.5 Foreign Disbursements

Contractor shall provide FDOR with a written description of how it could disburse payments to foreign countries, including electronic disbursements using the International ACH Transaction (IAT) format, with child support case information in the optional addenda record using information provided in the DOR Disbursement File 306-01.

4.6 Disbursement Check Pulls

a) Contractor shall have the capability to:

(1) Pull checks before mailing if information is received from FDOR that the check was issued in error.

(2) Pull checks before mailing and change the mailing address if information is received from FDOR that the check was directed to an incorrect address.

b) Contractor shall not mail checks before 12:00 P.M. ET each business day.

c) Contractor must void checks that are not mailed.

4.7 Disbursement Exceptions

a) Contractor shall establish and maintain a process for voiding electronic and check disbursements. The Contractor must, at a minimum:

(1) Place a void on a check when the Contractor is in possession of the physical check.

(2) Image all void request forms and returned checks.

(3) Void the disbursement in the Contractor’s system within one (1) business day of receiving the returned disbursement.

(4) Update the payee address in the SDU database for any check that is returned with an address update provided.

(5) Deactivate the payee address in the SDU database for any check that is returned for a bad address and an address update is not provided.

(6) Assign the appropriate void reason code from a series of void codes provided by FDOR.

(7) Create a daily Stop Payment/Void Check/Disbursement Reject File 375-03 of stale-dated checks, pulled checks (not mailed), stop payments, rejected and returned electronic disbursements, and voids in accordance with the ICD and FDOR procedures.

(8) Include address updates in the DOR Change of Address File 376-01 and FACC Change of Address File 375-01 in accordance with the ICD.

(9) Transmit void and stop payment instructions to the bank.

b) Contractor shall establish and maintain a process for automated stale-dated voiding of disbursement checks when a check is not paid, voided, or stopped after a specified number of days (currently 185 days) from the date of the check, as determined by FDOR.

c) Contractor must void returned electronic disbursements and process changes to disbursement methods to include:

(1) Deactivating a customer’s direct deposit.

(2) Changing the customer’s disbursement method to checks or to debit card if debit card was the disbursement method prior to direct deposit enrollment.

(3) Sending the customer notice of change in disbursement methods.

(4) Transmitting disbursement method changes in the eDisbursement Update File 934-01 and eDisbursement Shut-off File 935-01 as appropriate in accordance with the ICD.

d) Contractor shall establish and maintain a process for handling stop payment requests for lost checks. Contractor must, at a minimum:

(1) Image all stop payment requests and affidavits.

(2) Verify with the bank whether the check has been cashed or voided.

(3) Place a stop payment on a check (not a void) if the physical instrument is in circulation and not in the Contractor’s possession.

e) Contractor shall establish and maintain a process for handling claims involving stolen or forged disbursement checks. Contractor must, at a minimum:

(1) Assist customers by providing forms and instructions for submitting a forgery claim in accordance with bank requirements.

(2) Forward all forgery claims to the bank no later than the next business day after the required documents are received.

(3) Assign the appropriate forgery code to the check in the Contractor’s system and transmit the information in the daily void file in accordance with the ICD.

(4) When a forgery request has been investigated and accepted by the bank and cash is reimbursed to the bank account, the Contractor shall add the transaction to the daily void file in accordance with the ICD.

4.8 SDU Refunds

a) Contractor shall have the capability to generate check disbursements from the SDU system and insert the disbursement records in daily bank files. SDU refunds are issued for unidentified items that cannot be posted to a case after research and for Non-IV-D payments returned in the FACC Redirected SDU Receipts File 375-90 in accordance with the ICD.

b) SDU refund checks must be processed within two (2) business days of unidentified payment resolution or notification of redirection in the FACC file.

c) Contractor shall apply standard stale-date, void, stop, and forgery processes to SDU refund checks and have procedures in place to review and reissue payments after checks are stale-dated or voided.

4.9 Unclaimed Property Reporting

a) Contractor shall be responsible for completing unclaimed property activities and unclaimed property reporting for Non-IV-D payments as required by Chapter 717, F.S.

b) Payments tentatively eligible for unclaimed property reporting will be identified by the Clerks and provided to the SDU through interface file processing, and the Contractor shall work with FDOR and FACC to make final determination of eligibility based on state requirements.

c) Contractor shall have procedures and processes in place, approved by FDOR, to perform locate due diligence searches, send notice to customers, maintain record of state dormancy requirements and filing deadlines, transmit unclaimed property reports to states, complete funds transfers, and take other measures needed to ensure that its unclaimed property responsibilities are completed timely and correctly.

d) Contractor shall include SDU Refunds on Non-IV-D payments in the unclaimed property reporting process when a check has been voided and not reissued.

4.10 Undisbursed Payments

a) Contractor's system must calculate and display the undisbursed amount of a payment receipted at the SDU by reconciling disbursements, voids, and payment adjustments.

b) Contractor must include all payments not fully disbursed in the SDU Undistributed Payments File 515-01 in accordance with the ICD.

c) Contractor must generate the SDU Undistributed Payments Exception File 515-02 in accordance with the ICD to include payments with reconciliation exceptions such as mismatching case numbers and calculated over-disbursed amounts.

d) Contractor's system must provide the capability for SDU personnel and FDOR to mark exceptions as resolved to prevent inclusion of the payment in future 515-02 files. The system must allow a user to update individual exceptions and provide capability for mass update of multiple exceptions through Excel format or flat file upload.

## 5. Banking

5.1 Bank Accounts, Banking Operations, Structures and Plans

FDOR uses banking services provided by Bank of America and maintains accounts as specified in **Appendix 2** in the Procurement Library. (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx).

a) Contractor must either operate within the current banking structure or an alternative banking structure proposed by contractor and approved by FDOR.

b) Payments must be deposited in interest-bearing accounts. Each business day, all funds in the deposit account(s) shall be transferred into one or more accounts as specified by FDOR.

c) Interest earned on all SDU accounts shall be paid to FDOR monthly as directed by FDOR.

d) A separate account must be maintained for SWIFT payments from foreign payers.

5.2 Escrow and Returned Deposit Accounts

Contractor is fully responsible for and shall fund all financial losses to SDU bank accounts that are not the result of FDOR error. Funding transfers must be in accordance with instructions provided by FDOR.

a) Contractor shall maintain an escrow account to cover shortages in the SDU bank accounts that are not due to FDOR error.

    (1) For the first six (6) months after the contract becomes effective, Contractor shall maintain a minimum balance in the account of $50,000.

    (2) After six (6) months, the minimum balance required will be adjusted semi-annually based upon the prior six (6) months of financial losses.

b) The escrow account must be established and funded before payment processing operations begin at cutover and must be maintained for the life of the contract.

c) When the escrow account balance falls below the required minimum amount, the Contractor shall fund the account to make all SDU accounts whole and restore the escrow balance to the required minimum amount.

d) If the Contractor does not fund all shortages and losses as required, FDOR is authorized to withhold the amounts payable from the Contractor's compensation.

e) Contractor is financially responsible for all returned deposit items and must:

    (1) Establish and maintain a Returned Deposit account, and

    (2) Direct the bank to debit all returned deposit items to the Returned Deposit account and not to the original deposit account.

5.3 Positive Pay Processing

The Contractor must at a minimum:

a) Research all exceptions and respond to the bank with a "pay" or "no pay" decision within a time frame specified by the bank.

b) Maintain documentation for all pay/no pay decisions and provide the documentation in a weekly report to FDOR.

c) Ensure the bank returns the checks as unauthorized if there is not a response from the Contractor.

d) If checks are paid in error, the Contractor is responsible for the financial loss.

<u>5.4 Account Transfers</u>

a) Contractor must transfer funds between receipt and disbursement accounts according to FDOR direction and as required by the banking structure approved by FDOR.

b) Contractor shall provide FDOR with detailed documentation for all transfers between accounts when transfers occur.

c) Contractor may not limit FDOR access to SDU banking and account information.

<u>5.5 Bank Adjustments</u>

a) Contractor shall work with the bank regarding all adjustments to SDU accounts and correct case and payment level data in the Contractor's database.

b) Contractor is financially responsible for all losses due to bank adjustments.

c) Contractor shall provide to FDOR detailed and summary reports of all bank adjustments and proof of Contractor funding for any loss or losses in Contractor's monthly account reconciliation.

d) Contractor shall establish and maintain procedures for notifying FDOR of errors involving SDU bank accounts.

<u>5.6 Requests for Copies of Disbursement Checks</u>

The Contractor shall provide within one (1) business day, copies of any paid checks requested by FDOR or another SDU partner if access to check images are not available to FDOR or SDU partner.

<u>5.7 Reconciliation</u>

a) The Contractor must complete bank-to-book balancing with daily, weekly, and monthly reconciliations. The "book" for SDU payments is the balance supported by the case and payment level electronic data files (collection files, disbursement files, and adjustment files) for each SDU account.

b) Contractor must reconcile receipts and receipt adjustments recorded within the Contractor's system to the deposits made at the bank and reported in bank records.

c) Contractor must reconcile disbursements and disbursement adjustments recorded within the Contractor's system to the disbursements and adjustments made by the bank and reported in bank records.

d) Contractor's reconciliation activities must include matching all items that can be verified and researching, tracking, and resolving any variances identified.

e) Reconciliations shall be provided to FDOR on the following schedule:

(1) Daily reconciliations provided by the end of the next business day following the day being reconciled.

(2) Weekly reconciliations provided by the end of the week following the week being reconciled.

(3) Monthly reconciliations provided within two weeks following the month being reconciled.

f) Monthly reconciliation statements must include all financial losses that are detected through the Contractor's reconciliations and must be funded by the Contractor.

g) Contractor must provide FDOR continuous online access to Contractor records that allow FDOR to review the reconciliations.

## B. Technical

### 1. General Requirements

a) The Contractor shall provide a blueprint of its system. The Contractor will ensure the system blueprint is updated, maintained with version control, and provided to FDOR as changes are made to the system.

b) The system must be operational to all users during normal business hours, 7:00 am to 7:00 pm ET, Monday through Friday.

c) The system must be scaled to support the volume of activity described in this ITN.

d) The Contractor must monitor system availability 24/7/365. Incidents must be logged and reports provided to FDOR in accordance with incident reporting requirements in 2.1.D.

e) Preventive maintenance must be performed without affecting normal operations. Production services will not be purposefully brought down without a ten (10) day advance notice, excluding break/fix and emergency changes. Notification for break/fix and emergency changes must be provided within one hour.

f) System functionality must adhere to the specifications and standards described in the Interface Control Document (ICD) version 1.6.

(1) The ICD is the composite list of all files processed to operate the SDU.

(2) The ICD includes each file's standardized name and number, a brief description, and layout.

(3) By mutual agreement in writing, the ICD may be modified without the need for a contract amendment.

g) Equipment and software maintenance are the responsibility of the Contractor. The Contractor must provide FDOR with copies of service agreements pertaining to hardware and software used to perform the work under the ITN.

### 2. System Requirements

a) The Contractor's SDU system must be hosted in the continental United States.

b) The Contractor will furnish and maintain the hardware and software needed to perform the work required by the ITN.

c) The Contractor's system must meet defined reliability and availability objectives, and the Contractor must maintain and provide system reliability and availability metrics upon request.

d) The Contractor must establish and maintain system compatibility with FDOR's Child Support Automated Management System (CAMS) and FACC's Electronic Clerk of Court Child Support Collection system (eCLERC).

e) The Contractor must support the addition of new manual or automated external data sources through configurable programming, minimizing the need for core system changes.

f) The Contractor's system must minimize data redundancy that could complicate future adaptation of the system to meet new requirements.

g) The Contractor's system must be designed to support changes of varying complexity, including regulatory changes, within agreed timeframes or applicable federal and state timelines.

h) The Contractor must retain system and other data consistent with the state's record retention requirements.

i) The Contractor's system must maintain automated physical access and security logs.

j) The Contractor must maintain an auditable history of system availability and outages, including cause, and must provide availability reports for specified time periods upon request.

k) The Contractor shall be responsible for any infrastructure preparation required to support the proposed hosting environment.

l) Contractor must adopt FDOR-approved security standards including encryption methods, user ID, password protocols, and other security measures required by FDOR.

m) The Contractor must implement role-based access controls, user registration and credential management processes, and auditing capabilities sufficient to track user activity and system access.

n) The Contractor must provide secure network connectivity to support system integration, transmission of data, access to CAMS by Contractor, and access to Contractor's system by FDOR and FACC.

o) The Contractor's system must be configured to accept Application Programming Interface (API) requests from the clerks' Comprehensive Case Information System (CCIS) and return payment images for viewing in CCIS.

**3. Development and Testing**

a) Prior to initiating development or implementation activities for changes to functionality, the Contractor shall notify FDOR of its analysis and proposed system change. The proposed change shall include a plan for verifying system operation and functionality. FDOR reserves the right to accept, reject, or request modifications to the proposed change.

b) The Contractor shall provide FDOR with a project plan and timeline for developing and implementing system changes.

c) The Contractor shall maintain a separate environment for development, testing of functional and technical requirements, and training.

d) The Contractor shall coordinate user and acceptance testing with FDOR including creation of test files, setup and execution of FDOR test scenarios, and validation of Contractor test results.

e) The Contractor must develop and implement approved procedures for identifying, documenting, and handling exceptions to established business rules as needed to correct data errors and other operational problems such as updating disbursement data for records rejected by SDU partners, correcting data elements received with bad or invalid characters, correcting critical errors preventing batch processing, and updating customer information to remove incorrect or duplicate data.

f) The Contractor must have and be prepared to implement a back-out plan if system implementation or changes are not successful.

g) The Contractor must maintain and update system documentation and use agreed-upon naming standards.

h) The Contractor must maintain an up-to-date plan for software configuration management for coding enhancements and installation of new or modified hardware and software.

i) The Contractor must develop and maintain a procedure approved by FDOR for issue and change management including but not limited to software, hardware, and integration.

j) The contractor must maintain a documented process for tracking known system issues and shall provide FDOR with a current list of such issues and their statuses monthly or upon request.

k) The Contractor shall provide FDOR with access to all system documentation including but not be limited to operations and service manuals, functional requirements, business rules, and procedures. Changes to system documentation must be maintained and provided to FDOR as system enhancements and changes are developed and implemented.

**4. SDU Database**

a) The Contractor shall establish a database for maintaining the data needed to process payments and that accounts for all receipts, disbursements, and other SDU transaction. The database shall include all data necessary for file processing according to the ICD, including but not limited to the following elements:

(1) Case type (Title IV-D, Non-Title IV-D required to be paid to the SDU, Non-Title IV-D not required to be paid to the SDU).

(2) Payment receipt type (IV-D, Non-IV-D, CDU).

(3) Case Depository Number.

(4) IV-D Case Number (if IV-D case type).

(5) Case status (open or closed).

(6) Case interstate status.

(7) Customer name, Social Security Number (SSN), date of birth (DOB), sex, address, phone number, email address, FDOR Business Partner number, County Payee Code, and family violence indicator (if applicable).

(8) Collection and distribution details including adjustments for every payment processed by the system.

(9) Unique payment identifier for all receipts.

(10) Receipt payment method.

(11) Disbursement/check number.

(12) Customer disbursement method.

(13) Customer banking information.

(14) Notes or comments recorded by the system or entered by a user.

b) The SDU database must maintain customer information separately according to source (FDOR or FACC), maintain field-level change history, and indicate the source and date of change for updated information.

c) Access to the SDU database must be provided to FDOR and FACC for inquiry.

d) The Contractor must update its database daily with information contained in the files described in the ICD, information obtained from customer contacts, and from manual entries.

e) The SDU database must record all transactions and error corrections including but not limited to misapplied payments, returned deposit items, Clerk of Court redirections of payments to another case, unidentified payment resolution, rejected payments, refunds, and various other payment processing errors.

f) The SDU database must allow multiple entries and transaction types to be recorded in case and payment history to provide an audit trail for all payment and disbursement transactions.

g) The Contractor’s system and SDU database must be designed to minimize errors and overpayments. The Contractor must have a method and procedure for defining and measuring errors.

h) The SDU database must allow a user to add notes, comments, and statuses tied to a case, a receipt, or both, to document in sufficient detail in a format approved by FDOR relevant information, actions, activities, and transactions that are not automatically recorded by the system. User comments are added for reasons like exception processing, research findings, and partner outreach. Information identifying the user making the comments and the date of the comment must be entered in the system.

i) The Contractor must maintain an employer database with information that allows employers to make online payments and that assists the SDU in processing paper and electronic payments received from employers.

**5. Interface File Structure, Routing and Transmission**

a) The Contractor must create, transmit, receive, store, and process SDU data files. Files will be transmitted to or received from FDOR, FACC, the debit card provider, the bank, and other SDU partners authorized by FDOR. All file transmissions and processing must be performed in accordance with the standards and requirements specified in the ICD.

b) The Contractor must host and maintain secure servers for transmitting and receiving files.

c) All file transfers must include encryption and decryption with public and private keys.

d) The Contractor must create, accept and process test and production files.

e) The Contractor must notify FDOR and FACC of issues related to file transmission or processing, including data content issues, as soon as the issue becomes known. The Contractor must submit an Incident Report in accordance with section 2.1.D.

f) The Contractor must receipt, process, and transmit EFT payments using the formats prescribed by the Bankers EDI (Electronic Data Interchange) Council and NACHA (National Automated Clearing House Association).

g) The Contractor must use encryption protocols that maintain data security and provide for secure transmission of data. Acceptable standards are Secure File Transfer Protocol (SFTP) and File Transfer Protocol Secure (FTPS).

h) The Contractor must establish and maintain an SFTP connection with FACC using FACC's secure private connection protocols for transmission of required files. The connection is provided through a secured private Multi-Protocol Label Switching (MPLS) network and with a back-up connection provided through a virtual private network (VPN).

**6. Data Backup, Emergency Preparedness and Disaster Recovery**

a) The Contractor must back up all SDU system programs, data, and images.

b) The system's Recovery Point Objective (RPO) or tolerable period in which data might be lost must be thirty (30) minutes or less. The system's Recovery Time Objective (RTO) or amount of time from notification of a production system outage until the time of restoration must be four (4) hours or less.

c) The Contractor must use unattended backup processes for all data during business hours.

d) The Contractor must maintain processes for online backup and automatic recovery from system failures, including automatic and semi-automatic log backups.

e) The Contractor must have a contingency plan developed with FDOR for individual transmission failures of interface files to prevent unnecessary delays in daily processing.

f) The Contractor shall provide a contingency plan detailing how services will be provided if the primary site is unavailable.

g) The Contractor must have a comprehensive Emergency Preparedness Plan approved by FDOR that addresses pre-disaster records protection and an alternate recovery plan that will allow operations to continue in the event of an emergency. The plan must prioritize for recovery of all systems and modules involved in SDU processing and include formal agreements with all SDU partners.

h) The Contractor must have a comprehensive Disaster Recovery Plan, approved by FDOR that demonstrates how in the event of a disaster the Contractor will resume operations in a reasonable time minimizing customer impact.

i) The Disaster Recovery Plan must address backup and recovery procedures for the hardware, system software, application software, and data, and list the hardware and software that will be used to perform the procedures.

j) All backup and recovery processes and the Emergency Preparedness and Disaster Recovery plans must be fully developed, documented, and tested before cutover.

k) The Contractor must conduct periodic testing of backup equipment, procedures, and facilities at least annually in coordination with FDOR and shall describe the scope and outcomes of such testing upon request.

l) In the event of an emergency the Contractor and FDOR will work cooperatively and diligently to maintain or restore normal operations.

## C. Customer Service

### 1. Customer Contact Center

The contractor shall operate a customer contact center that includes, at a minimum, and meets the following requirements:

a) A phone system with a toll-free number for customer calls related to SDU services.

b) Trained customer service representatives able to handle calls and other customer service tasks.

c) An Interactive Voice Response system (IVR).

d) A website specific to the Florida SDU.

e) Additional customer contact methods provided by contractor may include but are not limited to email and mobile applications; however, such additional contact methods are subject to FDOR's prior review and approval.

f) Customer service representatives are available to handle calls Monday through Friday between the hours of 7:30 AM through 5:00 PM ET, except for state holidays.

g) All customer service activities must be performed within the continental United States.

h) Phone and IVR customer assistance must be provided in English and Spanish.

i) Customer facing products and services must conform to and comply with Title III of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act of 1973, WCAG-2.2 level AA standards, and subsequent revisions that FDOR is subject to.

j) Contractor must adhere to the terms and conditions of a mutually agreed upon Service Level Agreement (SLA) unless the contract specifies a different standard in which case the contract is controlling. The SLA must include at a minimum notification of any planned or unplanned outages.

k) Contractor will develop and provide standardized monthly performance reports, including a monthly report detailing phone system and IVR uptime/downtime and must allow FDOR to obtain ad hoc reports upon request.

## 2. Required Contact Center Services

2.1 Phone Calls/Phone System/Other Contact Methods

The contractor must:

a) Furnish and maintain a phone system with a published toll-free number that is available to FDOR customers and the general public.

b) Furnish a customer service team that timely and accurately responds to FDOR and customer contacts directed to the SDU during normal business hours.

c) Provide adequate resources to answer and respond to calls received.

d) Provide standard responses to frequently asked questions.

e) Refer child support inquiries that the SDU is unable to respond to or resolve to the FDOR Customer Contact Center or the FACC Resolution Team, as appropriate.

f) Monitor and record calls and maintain call recordings for 90 days.

g) Allow for an increase in the number of phone lines to accommodate demand.

h) Operate and maintain a separate phone line dedicated for employer calls only.

2.2 Interactive Voice Response System

a) The contractor shall provide and maintain an Interactive Voice Response System (IVR) that is available 24 hours a day, 7 days a week, 365 days a year, except for scheduled maintenance and updates.

b) The IVR must:

   (1) Provide an automated method for customers to obtain general information and case-specific information without speaking to a representative.

   (2) Provide a simple menu using plain language that directs callers to the available options while minimizing call time.

   (3) Allow customers to obtain case-specific information for all payments received and disbursed by the SDU within the past 60 days.

   (4) Allow customers to make debit, credit card and electronic check payments by phone after authenticating case and payment information.

   (5) Allow customers to opt out of the IVR and speak with a representative during normal business hours.

   (6) Be sized to handle anticipated call volume.

   (7) Support customer demand during peak business hours.

   (8) Include scripts developed by contractor approved by FDOR.

   (9) Allow for change requests from FDOR to add or revise approved call flows, scripts and messages.

2.3 SDU Website

a) The Contractor shall develop, operate, and maintain a public-facing website specific to the Florida SDU that must be available for use 24 hours a day, 7 days a week, 365 days a year, except for routine maintenance and updates.

b) The website must at a minimum:

(1) Provide SDU contact information and descriptions of available payment methods and services.

(2) Provide information about direct deposit and debit card services, including user agreements and fee schedules.

(3) Allow customers to enroll or change the method for electronic disbursement (direct deposit or debit card) after verifying identity.

(4) Accept one-time or recurring debit card, credit card, electronic check, and e-wallet account payments.

(5) Allow customers to make payments without creating an account or entering a social security number.

(6) Allow employers to make payments for one or more employees.

(7) Allow financial institutions, attorneys, and insurance companies to make payments for bank levies and insurance settlements.

(8) Provide customer access to view payment information on the customer’s case or cases.

(9) Allow customers to update their address after verifying identity.

(10) Provide information about FDOR and FACC SDU-related services with links to websites.

(11) Allow for configurable messages to be added at FDOR’s request, for example, during a system outage or state of emergency.

(12) Be configured for mobile compatibility.

**3. Additional Customer Service Requirements**

The Contractor shall:

a) Provide customers the option to receive notifications by SMS text message, email, or both when a payment is received and when a payment is disbursed.

b) Provide information about notifications and how to subscribe/unsubscribe on the SDU website and the IVR. The ability to unsubscribe must be included with the SMS or email notification.

c) Assist employers with setting up remittance through EFT/ACH credit.

d) Provide address updates and deactivations in the daily DOR Change of Address File 376-02 and the FACC Change of Address File 375-02.

e) Develop and implement a contact center monitoring plan, subject to FDOR's review and approval, that at a minimum addresses the quality and consistency of responses. Monitoring results must be provided to FDOR monthly.

f) Cooperate with and assist FDOR in its public awareness and outreach campaigns related to SDU services. Outreach campaigns may include written information directed to parents, employers, financial institutions, insurance companies, attorneys, and other remitters.

g) Follow the Department Style and Brand Guide (**Appendix 4)** available in the Procurement Library ( https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx ) when developing written content for external use including but not limited to customer communications, outreach materials, the IVR, and content for the SDU website. All such content is subject to the FDOR's review and approval before publication or distribution.

### 4. Information Requests and Complaint Resolution

a) The Contractor must have and adhere to an approved procedure for responding to FDOR information requests and complaints forwarded to SDU by FDOR. The expectation is that responses will be completed within two business days of receipt. If the Contractor is unable to respond within two business days, the Contractor must provide FDOR with a reasonable time for responding to or resolving the complaint.

b) The contractor must designate a primary contact person responsible for handling and resolving escalated complaints. Escalated complaints may be referred to contractor by FDOR and may occur when contacts related to SDU services are not resolved by the customer service representative or supervisor, or when an elected official or governmental entity contacts FDOR on behalf of a constituent.

## D. Incident Reporting

The Contractor must timely report all problems or issues impacting the operations or security of the SDU.

1. Contractor must notify FDOR by phone and email within one (1) hour of identifying a problem that impacts the SDU.
2. Contractor must follow up within one (1) business day with an incident report using FDOR's form providing the cause of the incident, impacts to service, resolution of the problem, and mitigation plans to prevent recurrence. Incident reports may be submitted using available information at the time and amended later if research and mitigation plans require more than one day to complete.
3. Incidents that require reporting include but are not limited to security or data breach, incomplete or duplicate receipt or disbursement processing, file transmission issues, customer service outages, debit card platform or service failures, and hardware or software malfunctions that impact customers or SDU processing.

## E. Operational Reports

1. The Contractor shall provide weekly and monthly reports of SDU activities and shall work with FDOR to develop report formatting.
   a) Weekly reports shall be submitted no later than the Friday following the week being reported.
   b) Monthly reports shall be submitted no later than the seventh (7$^{th}$) business day following the month being reported.
2. Reports to be provided weekly and monthly include:
   a) Mail processing
      (1) Rejected payments: volume and dollar amount
      (2) Voided disbursement checks: volume
      (3) Misdirected payments: volume
      (4) Returned non-CDU payments: volume and dollar amount
   b) Collections by type: volume, dollar amount, and percentage by type
      (1) Paper
      (2) EFT/ACH
      (3) Credit card
      (4) Foreign paper
      (5) Foreign electronic
      (6) Cash
   c) Collections by source (Employer, Obligor, Interstate): volume, dollar amount, and percentage by source
      (1) Electronic
      (2) Paper
   d) Collections by case type (IV-D, Non-IV-D, CDU): volume, dollar amount, and percentage by case type
      (1) Paper
      (2) Electronic
      (3) Over the Counter (OTC) from Clerks
      (4) Total collections
   e) Corrected receipts (noncash substitute, encoding error credits, misapplied corrections): volume and dollar amount
   f) Auxiliary receipts: volume and dollar amount
      (1) Bank levy and insurance payments

(2) Redirected IV-D payments

g) Disbursements by method: volume, dollar amount, and percentage by method

(1) Direct deposit

(2) Debit card

(3) EFT

(4) Check

(5) International

h) Disbursements by case type (IV-D, Non-IV-D, CDU, SDU refund): volume, dollar amount, and percentage by case type

(1) Direct deposit

(2) Debit card

(3) EFT

(4) Check

(5) Total electronic

(6) Total disbursements

i) International wire transfers (manual): volume and dollar amount

j) Disbursement percentages by method (Direct deposit, debit card, EFT, check, international)

(1) IV-D

(2) Non-IV-D

(3) CDU

k) Unidentified by type: volume and dollar amount

l) Unidentified aging by type: volume and dollar amount

(1) 0-3 days

(2) 4-10 days

(3) 11-30 days

(4) >30 days

m) Unidentified resolved by type

(1) Posted

(2) Refunded

(3) U1 Status Changed

3. Reports to be provided only monthly include:

a) eDisbursement enrollment letters sent

b) Debit cards

    (1) New cards issued

    (2) New card activations

    (3) Cards cancelled

    (4) Total cards active

    (5) Total cards not activated with balances

    (6) Card accounts transferred to unclaimed property

c) Direct deposit

    (1) Paper enrollments

    (2) Online enrollments

d) Customer service

    (1) IVR calls received

    (2) Customer Service Representative calls answered

    (3) Customer Service Representative calls abandoned

    (4) Average hold/wait time

    (5) Average abandon time

    (6) Average talk time

    (7) Answered call rate

    (8) Employer calls

    (9) Number of Customer Service Representatives answering calls

    (10) Emails sent

    (11) Text messages sent

e) SDU system access report identifying FDOR user accounts and access levels

4. Contractor shall produce new recurring or ad hoc reports upon reasonable request by FDOR.

## F. SDU System Queries

1. The Contractor's system must enable FDOR to generate on-demand summaries and detailed transactional reports for view and export from the SDU database.

2. Contractor's system must include the ability to create customized reports and the ability to export data from Contractor's system into Microsoft Excel. Contractor shall work with FDOR to develop custom queries and report formats. Reports include:

a) Receipts:

(1) Electronic receipts: Electronic payments by method

(2) Electronic receipts summary: Summary of electronic payments by case type, source, and method

(3) Electronic receipts monthly summary: Monthly summary of electronic payments by case type, source, and method

(4) Credit card receipts: Credit card payments by source

(5) Credit card reconciliation: Credit card payments pending and posted by source

(6) Returned receipts: Summary of payments rejected for return or rescanning by reason

(7) Daily receipts: Summary of all payments including OTC

(8) Auxiliary receipt redirects: Redirected IV-D payments sent on the SDU Auxiliary Receipt File 130-01

(9) Bank levy and insurance receipts: Payments sent on the SDU Auxiliary Receipt File 130-01

(10) Combined auxiliary receipts: All payments sent on the SDU Auxiliary Receipt File 130-01 by type

(11) Image cash letter (ICL) summary: Daily ICL transmission

(12) Over the Counter (OTC) transfers: Summary of funds transfer information for the Over the Counter (OTC) Receipt Data File 950-01

(13) Payment method by case type: Summary of payments by method and case type

(14) Physical deposits: Payments requiring physical deposit not through ICL

(15) Unsent receipts: Payments held not transmitted on the receipt file

(16) SDU Receipt File: Summary of payments transmitted on the SDU Receipt File 270-01 by type

b) Banking:

(1) General ledger updates: Bank account activity transactions

(2) General ledger transfers: Transfers between SDU bank accounts reported in the G/L Update File 965-01

c) Receipt exceptions:

(1) Unidentified receipts: All unresolved unidentified payments

(2) Unidentified aging: Summary of unresolved unidentified payments by timeframe

(3) Unidentified resolved: Summary of resolved unidentified payments by timeframe

(4) Payments with mismatching amount and case breakdown

(5) FACC redirects: Transactions received in the FACC Redirected SDU Receipts File 375-90

(6) FACC adjustments: Payment adjustment instructions received in the FACC Redirected SDU Receipts File 375-90 by status

(7) FACC redirect failures: Transactions received in the FACC Redirected SDU Receipts File 375-90 with errors

(8) Misapplied payments: Transactions in the SDU Misapplied/NSF File 375-01

d) Correspondence: Documents imaged as correspondence by status and assigned worker

e) Disbursements:

(1) Disbursements: All disbursements

(2) Disbursement reconciliation: Summary of disbursements by source and status

(3) Disbursement summary: Disbursements by case type

(4) Electronic disbursement summary: Electronic disbursements by case type and method

(5) CDU to OPA redirects: CDU payments redirected and disbursed as IV-D or Non-IV-D

(6) Disbursement returns: All returned disbursements (rejects, voids, stops, stale-dates)

(7) EFT returns: Rejected electronic disbursements

(8) Disbursement status: Details of status changes for disbursements

(9) Paid checks: Summary of the bank paid check file

(10) Paid check failures: Processing errors from bank paid check file

(11) SDU refund check returns: Voided or stopped SDU refund checks

(12) Clerk fees: Disbursements in the FACC Clerk Fee Disbursement Detail File 305-02 by county and case

(13) Clerk fee mismatch: Discrepancies between the FACC Disbursement File 305-01 and the FACC Clerk Fee Disbursement Detail File 305-02

(14) Forgeries: Forged check claims by status

(15) DOR cash transfers: Payments in the Cash Transfer Report Audit File 306-02

(16) DOR cash transfer failures: Payments in the Cash Transfer Report Audit File 306-02 with errors

(17) Customer disbursement history: Disbursements to a specific customer

f) Demographic changes: Changes to customer information made by SDU personnel

g) Receipt and disbursement history: All transactions related to a specific payment

h) eDisbursement:

(1) eDisbursement applications: All applications submitted for debit card and direct deposit

(2) Disbursement method updates: Changes to disbursement methods by SDU personnel or system

(3) Disbursement method updates by customer: Changes to disbursement methods submitted by the customer

(4) Online enrollments: eDisbursement applications submitted through the SDU website

(5) Debit card enrollments: New debit card enrollments

(6) Returned cards: Debit cards returned undelivered

(7) Destroyed cards: Debit cards returned undelivered with no address update

(8) Debit card failures: Customers with debit cards not issued due to processing errors

(9) Direct deposit prenotes: Prenote transactions sent to the bank for direct deposit enrollments

(10) Direct deposit statistics: Summary information for transactions related to direct deposit

(11) Duplicate bank accounts: Bank accounts updated in the SDU system for multiple customers

(12) IV-D enrollment failures: Customers not enrolled in eDisbursement from the DOR Disbursement File 306-01 with error reason

(13) IV-D eDisbursement updates: Transactions in the eDisbursement Update File 934-01

(14) IV-D eDisbursement update failures: Transactions not sent in the eDisbursement Update File 934-01

(15) Non-IV-D eDisbursement updates: Changes to customer disbursement methods sent to FACC

(16) Non-IV-D eDisbursement updates 335-02: Transactions in the Notice of Change File 335-02

(17) Non-IV-D eDisbursement updates 940-01: Transactions in the Non-IV-D eDisbursement Setup File 940-01

(18) Debit card cancellations: Customers with cancelled debit card accounts ineligible for future enrollment

(19) Debit card shutoffs: Report of customers with debit cards cancelled due to fraud, misuse, or FDOR approved exception used to prevent future enrollments

(20) Debit card address failures: Customer addresses updated with debit card provider not sent to FDOR due to missing information in the SDU system

(21) Unactivated debit cards: Customers with balances on debit cards not activated.

(22) Debit card high balance: Customers with activated debit cards where the balance is above a threshold amount to be determined by FDOR.

(23) Debit card unclaimed property: Debit card accounts eligible for unclaimed property reporting

i) Unclaimed property:

(1) Unclaimed property due diligence: Payments requiring due diligence actions for unclaimed property

(2) Unclaimed property locate: Customers requiring locate activities for due diligence

(3) Unclaimed property address: Results from due diligence locate activities

(4) Unclaimed property letters: Due diligence notices sent to customers

(5) Unclaimed property status: Summary of unclaimed property actions for due diligence

(6) Unclaimed property disbursement: Transactions in the FACC Unclaimed Property Disbursement File 305-03

(7) Unclaimed property final: All payments reported to unclaimed property

(8) Unclaimed property by state: All payments reported to unclaimed property by state

(9) Unclaimed property report: Payment report formatted for filing to unclaimed property authorities

j) Invoice:

(1) Invoice summary: Disbursement summary for contract invoice

(2) Invoice details: Disbursement details for contract invoice

3. Report content and parameters are subject to change.
4. Contractor shall produce new reports upon reasonable request by FDOR.

**G. Other Requirements**

1. Contractor shall contract separately with the individual Clerks of the Circuit Court for receipting and disbursement services for non-IV-D, non-SDU (CDU) child support cases at the same rate specified in Attachment M, at the election of the Clerk.
2. Contractor shall ensure that its operational controls include separation of duties where appropriate to include cash and accounting and prohibiting personnel who post payments from being able to change addresses.
3. Contractor shall conduct an Annual Service Organization Control SOC 1 Type 2 and SOC 2 Type 2 Audits to include penetration tests or their equivalent. Contractor must submit the SOC Audit Reports within fifteen (15) days of report issuance.
4. The Parties shall maintain effective communication, respond promptly to inquiries, and attend and participate in regularly scheduled operational and technical meetings on a frequency determined by FDOR after consultation with the Contractor.

5. Records created or received pursuant to the contract are subject to the record retention requirements in the Florida Department of State's General Records Schedule GS1-SL for State and Local Government Agencies.
6. Ninety days before the date the contract is scheduled to end, the Contractor must provide FDOR with an End of Contract Transition Plan. The plan must describe in detail how the Contractor will assist and coordinate with FDOR and a new contractor assuming responsibility for SDU operations. The Contractor and FDOR shall work cooperatively to formulate and execute a workable plan that facilitates and enables an orderly transition that includes continuity of all essential SDU services

## H. Transition

### 1. Project Implementation Plan

Vendors must submit a detailed project plan as part of their reply for implementing the requirements of the ITN. The plan must describe the approach to transitioning from current operations if the vendor is the current contractor, or establishing new operations if the vendor is not the current contractor. The plan must include:

a) Transition and Operations Phases, milestones, and timeline (with target cutover date).

b) Resource allocation (staffing, roles, and responsibilities).

c) Risk identification and mitigation strategies.

d) Data migration/conversion approach (if applicable).

e) Testing, quality assurance, and training procedures.

f) Change management and communication plan.

g) Post-implementation support and transition to steady-state operations.

The plan must demonstrate minimal disruption to ongoing operations, full compliance with operational and technical requirements, and clear accountability. Plans will be evaluated for feasibility, realism, and completeness. Failure to include a responsive project plan may result in rejection of vendor's reply.

FDOR will provide feedback on vendor plans during contract negotiations and will work with the selected vendor to finalize a mutually agreeable plan.

### 2. Transition Phase

a) Vendor must provide a full-time project manager during the Transition Phase of the project. The project manager is responsible for executing the vendor's plan and coordinating with FDOR throughout the transition to include weekly project team meetings.

b) Demonstrated progress against plan in completing milestones and lower-level tasks is essential. Completion of the work in accordance with the ITN and plan are subject to FDOR's review and approval. Untimely delivery of transition milestones is grounds for FDOR to unilaterally terminate the contract.

c) All vendor policies, procedures, training materials, IVR scripts, and website content must be finalized with FDOR approval no later than thirty (30) days before the scheduled cutover date.

d) To execute a successful transition the vendor must:

(1) Work with FDOR and the current SDU contractor to receive, store, and use employer information to ensure no interruptions with EFT/EDI and recurring payments.

(2) Work with FDOR and the current SDU contractor to receive, store and use bank account information to facilitate continued direct deposit service to a person due support without interruption and payee reenrollment.

(3) Work with FDOR and the current SDU contractor to receive, store, and use bank account information to facilitate continued EFT/EDI disbursements to other states, agencies and counties without interruption and entity reenrollment.

(4) Provide FDOR with functional specifications and process flows for internal processing and all system-generated files before cutover.

(5) Provide FDOR with updated documentation as changes are made. All copyright, trademark, and right of use are preserved. The purpose of this requirement is to enable FDOR to understand and validate system operation and functionality.

(6) Coordinate user and acceptance testing with FDOR including creation of test files, setup and execution of FDOR test scenarios, and validation of vendor test results.

(7) Coordinate with FDOR and FACC when implementing the requirements of the ICD to ensure the system as a whole is properly integrated and functions as intended.

(8) Develop and maintain a procedure approved by FDOR for issue and change management including but not limited to software, hardware, and integration.

(9) Propose and maintain an approved schedule for the delivery and installation of the SDU system. The schedule must identify activities the vendor is responsible for, activities FDOR is responsible for, and activities the vendor and FDOR are jointly responsible for.

(10) Plan and execute all tasks needed to acquire, install, set up, and test hardware, software, interfaces, and any other system components needed for successful operations at and beyond cutover.

(11) Submit a Transfer of Employer Information plan detailing how it will collaborate with FDOR and the current contractor to acquire, maintain, and utilize information related to specific employers that enables online payments on the current contractor's website.

(12) Provide a plan for the transfer of unresolved unidentified items that describes how the vendor will work with FDOR and FDOR's current contractor to receive, store and process all unidentified items as of the end of the current contract. Unidentified items should be aged, researched, and processed as if received by the vendor.

e. Cutover; Financial Consequences

Vendor must deliver a fully functioning SDU system at cutover in accordance with the approved project plan and the requirements of the contract.

(1) If vendor does not achieve successful cutover as scheduled, a financial consequence of 25 percent applies and will be deducted from vendor's transition cost in Attachment M. An additional 25 percent will be deducted for each subsequent week that cutover is delayed.

(2) If vendor fails to deliver within four weeks after scheduled cutover, FDOR in its sole discretion may unilaterally terminate the contract.

f. Liquidated Damages

(1) Assessment of liquidated damages shall be in addition to and not in lieu of such other remedies that may be available to FDOR.
(2) For every day after scheduled cutover that the vendor is not processing all SDU transactions, the vendor shall pay FDOR $13,583 per day in liquidated damages.
(3) Liquidated damages end when the vendor or a successor vendor awarded a new contract is processing all SDU transactions.

**3. Operations Phase**

The vendor's project implementation plan must address the Operations Phase of the project including the applicable elements in 2.1.A, 2.1.B, 2.1.C, 2.1.D, 2.1.E, 2.1.F, 2.1.G

## 2.2 DELIVERABLES

Excluding routine scheduled maintenance, the Contractor's system must be available for use 99.5 percent of the time each month.

## 2.3 PERFORMANCE ACCOUNTABILITY MEASURES (PAMS) AND FINANCIAL CONSEQUENCES

Under a Contract resulting from this ITN the Contractor must meet the monthly performance accountability measures described below. Financial consequences apply to PAMs 1 and 2 if the PAMs are not met.

For the avoidance of doubt, financial consequences will not be applied to the extent that the Contractor's failure to meet deliverable obligations and performance standards are due to:

- A force majeure event; or
- A delay that is agreed upon by both parties (amendment may be required); or
- A delay is due to no fault of the Contractor; or
- An event caused by the FDOR.

**A. PAM 1**
The Contractor shall transmit the SDU Receipt File 270-01 to the FACC Central Site each business day by 3:00 PM 100 percent of the time.

**<u>Measurement Calculation:</u>**

<u>Number of SDU Receipt Files 270-01 Transmitted by 3:00 PM</u>
Number of business days for the month

**<u>Financial Consequence:</u>**

For each business day in a month that the Contractor transmits the SDU Receipt File 270-01 after 3:00 PM, a financial consequence shall be deducted from the Contractor's compensation as follows:

| Transmitted: | Financial Consequence |
|---|---|
| 3:01 to 3:30 PM | $5,000 |
| 3:31 to 4:00 PM | $10,000 |
| 4:01 to 5:00 PM | $25,000 |
| After 5:00 PM or not at all | $50,000 |

**B. PAM 2**

The Contractor shall transmit the SDU disbursement files (SDU Disbursement File 310-01, ACH Disbursement File 311-01, and SDU Check File 320-01) to the bank the same business day 100 percent of the time when the FACC Disbursement File 305-01 and DOR Disbursement File 306-01 are received by the Contractor by 8:00 AM.

**Measurement Calculation:**

$$\frac{\text{\# of days the SDU disbursement files are transmitted on the same day to the bank}}{\text{\# of days FACC and DOR disbursement files received by SDU by 8:00 AM}}$$

**Financial Consequence:**

For each business day in a month that the contractor does not meet the requirement in PAM 2, a financial consequence of $50,000 will be deducted from the Contractor's compensation.

**C. PAM 3**

The Contractor shall resolve 50 percent of all unidentified collections within 3 business days, 90 percent of all unidentified collections within 10 business days, and 100 percent of all unidentified collections within 30 calendar days.

For this measure, "resolved" means posted to a case, identified to a case (Payment indicator U2, U3, U4, & P1), returned to the remitter or reported as unidentifiable.

**Measurement Calculation:**

PAM 3 is a three (3) part measure:

**Part 1** $$\frac{\text{\# of unidentified collections resolved in} \le 3 \text{ business days}}{\text{Total \# unidentified collections resolved during the month}}$$

**Part 2** $$\frac{\text{\# of unidentified collections resolved in} \le 10 \text{ business days}}{\text{Total \# unidentified collections resolved during the month}}$$

**Part 3** $$1 - \frac{\text{\# of unidentified collections unresolved in} > 30 \text{ calendar days}}{\text{Total \# unresolved unidentified collections on last day of the month}}$$

**D. PAM 4**

Contractor's customer contact center shall answer 95 percent of all calls received each month when the caller selects the option to speak to a customer service representative (CSR).

**Measurement Calculation**

# of calls answered by CSRs in the month
# of calls for which the CSR option was selected in the month

## 2.4 SUPPORTING INFORMATION

Documents referenced in this ITN are available from the FDOR Procurement Library (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx).

## 2.5 SECURITY

A. The Contractor shall ensure the confidentiality of all information released to the Contractor or obtained by the Contractor or its agents, distributors, resellers, subcontractors, or employees in the course of providing services under this Contract, including but not limited to, security procedures, business operation information, or commercial proprietary information.

B. The Contractor shall protect and secure confidential information exempt from public disclosure pursuant to Chapter 119, F.S.; personal information enumerated in s. 501.171, F.S., and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including but not limited to those related to privacy, confidentiality, security, business or trade secret information, and exemptions from state public records laws. Contractor must immediately disclose all confidentiality and security violations to FDOR and must agree to take the corrective or disciplinary action determined appropriate by FDOR, which may include but is not limited to suspension, termination, or referral for criminal prosecution.

C. The Contractor agrees to adhere to the objectives of the Department's Information Security Program or its cyber supply chain risk management plan and agrees to routinely assess, through audits, test results, or other evaluations, the Contractor's third-party providers to confirm they are meeting the requirements of the Department.

D. The Contractor must comply with the State of Florida Cybersecurity Standards in Rule Chapter 60GG-2, F.A.C., as amended.

E. The Contractor must comply with National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) 2.0; NIST Special Publications SP 800-37 Revision 2 and NIST SP 800-53 Revision 5.2.0; and with the most current revisions of these publications.

F. The Contractor must have and maintain a comprehensive security plan that covers the full scope of the contractor's system and service, including internal and external security controls for hardware and software systems supporting the SDU.

G. The Contractor must restrict physical access to its servers, storage media and infrastructure components that store or process data and protect technology resources from environmental threats.

H. The Contractor must implement logical access controls that restrict read, write, and update access to data based on assigned roles and least-privilege principles.

I. The Contractor must implement security controls to prevent unauthorized access to systems, application code, databases, and data files.

J. The Contractor must comply with applicable federal and state laws and regulations and FDOR procedures regarding security and confidentiality, including sections 409.2577 and 409.2579, Florida Statutes, 45 CFR 303.21, and 45 CFR 307.13.

K. The Contractor must cooperate with FDOR in taking all steps needed to prohibit misuse, regain possession, and otherwise protect and secure system data.

L. The Contractor must implement reasonable security improvements and modifications identified in periodic security reviews and testing.

M. The Contractor must ensure that applicable endpoints and systems use encryption and up-to-date anti-malware protections, consistent with industry standards.

N. The Contractor must encrypt data at rest using industry-accepted encryption standards.

O. The Contractor must encrypt data in transit using secure, industry-standard protocols (e.g., TLS).

P. The Contractor must maintain network security including firewall provisioning, intrusion detection and prevention capabilities, and periodic vulnerability assessments.

Q. The Contractor must complete routine monitoring to identify irregular activity and monitor the activity of privileged users including at a minimum system and network administrators.

R. FDOR may conduct periodic reviews of Contractor and subcontractor equipment, devices, and procedures to ensure compliance with security requirements.

S. The requirements in I.H, I.W, and I.X of the FDOR standard contract are applicable and will be incorporated into and made a part of any contract awarded pursuant to this ITN.

## 2.6 COMPENSATION AND PAYMENT

### A. Compensation

1. For the Transition Phase of the Contract, the Contractor will be paid the amount specified in Attachment M (less any penalties and financial consequences that may apply) after successful cutover and completion of all milestones and deliverables required in the transition Plan as agreed to by the Parties when the contract is formed.
2. For the Operations Phase of the Contract, the Contractor will be paid the fixed price Transaction Rate specified in Attachment M for the total number of disbursements during the month. The total number of disbursements during the month is the number of disbursements as reflected in the daily SDU Disbursement Files 310-01 that issue from FDOR’s Operating Account.

3. Payments for disbursements will be paid monthly.
4. FDOR will not pay or reimburse any expenses incurred by Contractor except as expressly authorized in Attachment M.

**B. Payment Procedures**

1. For the Transition Phase of the contract, when successful cutover has been completed as determined by FDOR and all Transaction Phase milestones and deliverables have been completed, Contractor will invoice FDOR for payment of the transition costs as specified in Attachment M.
2. For the Operations Phase of the contract Contractor will invoice FDOR monthly.
3. Invoices must be submitted on company letterhead and include at a minimum the following information:

    - Date of invoice,
    - Name and address of FDOR's Contract Manager: See III G.4 of the Standard Contract,
    - Contractor Name,
    - Contract Number,
    - Service Period (mm/dd/yyyy – mm/dd/yyyy),
    - Project Deliverables,
    - Total invoice payment amount requested,
    - Date signed, and
    - Contractor's address and information needed for payment.

**C. Deliverable Review, Acceptance, and Payment**

See Appendix 1 FDOR Standard Contract, Section II.B (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx).

## 2.7 UNKNOWN, UNANTICIPATED, UNSPECIFIED TASKS

During the term of the Contract, the Vendor may be required to perform additional work (unspecified tasks). That work will be within the general scope of the initial ITN/contract. When unspecified tasks are required, the Contract Manager will provide the vendor a written description of the work task order and request the vendor to submit a firm time schedule for accomplishing the work and a firm price for the work.

Cost and pricing data must be provided to justify the cost of such task orders. Pricing for unknown, unanticipated or unspecified tasks will be determined utilizing the not-to-exceed "unspecified / unknown task rate" bid on the cost sheet (Attachment M).

The Vendor will not commence additional work until the Contract Manager has secured any required approvals necessary for the task order amendment and issued a written contract amendment, approved by the FDOR's designee.

Requests for all payments will be submitted in detail sufficient for a proper pre-audit and post-audit review. The FDOR shall submit the final request for payment to DFS no more than forty-five (45) days after acceptance of the final deliverable or the end date of the contract. Any payment due under the terms of the contract resulting from this ITN may be withheld until all applicable deliverables and/or invoices and reports have been accepted and approved by the Contract Manager.

## 2.8 CHANGE ORDERS

Performance of additional tasks not specified in the contract will be described in a written change order. For-cost change orders will specify the hourly rate and estimated number of hours to perform the work. A change order must be agreed to in writing by both parties to have binding effect. Agreed upon change orders will be formalized as a contract amendment executed by both parties. The parties may develop a mutually agreed upon procedure to facilitate and document change orders.

## 2.9 PERSONNEL, FACILITIES AND TRAINING

### A. Contractor Personnel

#### 1. General Requirements

The Contractor must:

a) Provide and maintain an adequate number of trained personnel to manage and operate the SDU and perform all of the work required by the ITN as specified.

b) Establish and maintain an organizational chart depicting the SDU Project Team, SDU support services, and senior management, identifying managers and senior executives by name.

#### 2. Project Manager

The contractor shall appoint a qualified, full-time SDU Project Manager subject to FDOR approval. The position is responsible for the SDU's daily operations, must be located at the SDU facility, and serves as the main point of contact between the Contractor and FDOR.

The minimum qualifications for the position are five years of managerial experience at an SDU or other high volume remittance processing center.

#### 3. Project Team

The Contractor shall provide FDOR's Contract Manager a monthly up-to-date list of all project team members who have access to the SDU facility, to FDOR systems, or both. For each such team member the list must include:

- First Name
- Last Name
- Work Phone Number
- Work Address
- Work Email Address
- Position Title
- Short Job Description
- Full/Part Time
- Employee/Subcontractor
- Work Start Date
- CAMS Access (Yes/No)

- CCIS Access (Yes/No)
- FDOR User ID (if applicable)
- Criminal history record check completed (date)

For all Contractor personnel working on the project, Contractor shall notify FDOR's Contract Manager in writing to request access to FDOR systems and to notify FDOR of the need to remove system access upon separation or change of duties.

### B. Facilities Location and Worksite

The Contractor must arrange for and secure an SDU facility located within fifteen (15) miles of FDOR's Child Support Program Office in Tallahassee, Florida. Noncompliance with this requirement is grounds for FDOR to reject a Reply as non-responsive and to terminate the Contract. The cost of Contractor's facilities, workspace and other costs of operation are provided at the Contractor's expense.

The Contractor shall provide a secure, restricted-access facility sized to enable Contractor to provide the SDU services required by this ITN. The following requirements apply to the SDU facility:

1. The facility must be divided into functional areas that support the separation of the individual functions of the SDU, such as mailroom, financial/accounting, customer service, systems, general operations, offices, and common areas. If possible, access to each functional area should be limited only to persons needing to access the area.
2. The financial/accounting section and mailroom must not be accessible to employees who are not assigned to work in that area or have direct supervisory or managerial responsibility for the work.
3. The facility must be equipped with the following security features:
    - Fire alarm system to include smoke and heat sensors
    - Fire suppression equipment to include handheld and fixed mount fire extinguishers
    - Security system
    - Panic alarms
    - Proximity card access
    - Closed-circuit cameras with recording equipment
    - Controlled access that is recorded continuously and monitored
4. The reception area within the SDU must be secured.
5. The facility must include all equipment and resources needed to conduct SDU operations.
6. Throughout the life of the Contract senior management and other personnel may be required to travel to Florida to meet with FDOR and Child Support Program management.

### C. Training

1. The Contractor must propose a training program for training Contractor and FDOR personnel and must develop and provide a training plan that details the approach that will be taken and explains how each type of training will be provided.

2. The Contractor shall develop and maintain up to date training material for SDU personnel, FDOR, and FACC.

3. Contractor's trainers must have experience operating and demonstrating the SDU system. The qualifications and experience of the trainers must be submitted to FDOR for review and approval before training begins.

4. The Contractor's trainers should be familiar with FDOR procedures related to the operation of the SDU.

5. FDOR will provide train-the-trainer training on the Child Support Program's automated system as it relates to work performed under this ITN.

### D. Subcontracting

1. Subcontractors including leased employees are allowable under this Contract. Vendors should refer to Section 3.26: Subcontracts and Joint Ventures for additional information regarding Contractor and subcontractor relationships.
2. Vendors are required to submit Attachment K, Subcontractor Form to either provide a list of all subcontractors who will perform services for this project, or to indicate that no subcontractors will be used.
3. FDOR reserves the right at its sole discretion to approve, reject or request substitution of subcontractor(s) initially proposed in a Vendor's Reply. Additionally, the Contractor must receive written approval from the FDOR prior to substituting any subcontractors. Such approval is at the sole discretion of FDOR.
4. By signing the Contract, the awarded Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any subcontractors. The Contractor will be the sole point of contact with FDOR relative to Contract performance.
5. If the proposed solution requires the Contractor or their subcontractors to use or acquire commercially available products to perform the services outlined in this ITN, it will be the Contractor's/subcontractor's sole responsibility to acquire and provide a license(s) for FDOR's use of such products. FDOR will not sign any Contractor's agreement with subcontractors for equipment, services, licensing agreements or other products. For any Response that proposes equipment or services provided by subcontractors, the Vendor submitting the Response shall act as the Contractor.

## 2.10 BOND REQUIREMENTS

### A. Fidelity Bond

Within ten (10) days of Contract execution, the Contractor will be required to deliver to FDOR a fidelity bond in the amount of one hundred thousand dollars ($100,000.00) to cover any loss to the State due to any fraudulent or dishonest act; or any errors and omissions on the part of the Contractor's officers or employees. Failure to post such bond within the required time period may result in termination of the Contract.

This bond shall be maintained during the term of the Contract and any renewals or extensions thereof. The bond may be renewed annually or on another schedule, however if so, the Contractor must provide proof of renewal to the FDOR no later than thirty (30) days prior to the lapse of coverage.

### B. Performance Bond

The performance bond must be obtained from the bonding company and provided to the FDOR within 10 (ten) days of Contract execution. The amount of the performance bond must be equal to the amount budgeted annually for the agreement. See Section 1.10. A Vendor's failure to provide the performance bond, within the required time, may cause FDOR to immediately terminate the contract.

The performance bond must be maintained throughout the Contract term. It may be renewed annually or on another schedule, however in such case the Contractor must provide proof of renewal to FDOR no later than thirty (30) days prior to lapse of coverage.

If the Contractor fails to satisfactorily perform the Contract, the bonding company that provided the performance bond will be required to assist FDOR in obtaining the commodities and/or services provided herein as directed by FDOR. FDOR reserves the right, if services are unsatisfactorily performed, to require full payment of the performance bond.

### C. Letter(s) of Commitment

Vendors must obtain a letter or letters of commitment for a fidelity bond and for a performance bond from a bonding company and submit **Attachment L**, Performance Bond: Letter of Commitment with Volume I: Administrative.

## 2.11 INSURANCE REQUIREMENTS

Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor shall maintain the following insurance, with the Florida Department of Revenue named as an additional insured, which will provide funds, fees, and legal costs for any damage as result of the Contractor's services. By requiring such coverage, FDOR shall not be deemed to have waived any immunity from liability that it may otherwise have.

FDOR shall not be responsible for any deductible or self-insured retention. Throughout the life of the Contract (including renewals and extensions, as applicable), the Contractor will provide updated copies of the certificate(s) of coverage to FDOR.

### A. General

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

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

**B. Property Insurance**

Insurance on all equipment provided or used in providing the system or service must be maintained in the amount of actual replacement cost thereof. This policy must include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items against fire, collision, flood, and so forth.

**C. Workers' Compensation Insurance**

Employees of the Contractor must be insured according to State of Florida or other applicable regulations and must be covered to the full extent under workers' compensation.

## 2.12 ADDITIONAL REQUIREMENTS DUE TO FEDERAL FUNDING

The requirements in Section I. AA of Appendix 1 FDOR Standard Contract (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx) apply to this ITN and any contract awarded.

**END OF SECTION**

## SECTION 3: PROCUREMENT AND CONTRACTING PROCESS

### 3.1 PROCUREMENT APPROACH

This procurement is released as a "Invitation to Negotiate" (ITN). FDOR intends to negotiate with one or more Respondents who are compliant with the Selected Mandatory Compliance Item Requirements. The procurement process is described in Section 3 Procurement and Contracting Process.

Replies to this ITN are to be submitted to FDOR as specified in Section 4 Submission of Replies. FDOR will review and score the technical replies and score the cost replies submitted by vendors to arrive at total scores for each reply. FDOR will use Vendors' Total Reply Scores to determine which vendors will advance to negotiations. See Section 3.19 Negotiation.

Vendors are required to carefully examine this ITN and be thoroughly informed regarding the requirements.

### 3.2 PROCUREMENT OFFICER

Pursuant to s. 287.057(25), F.S., the FDOR Procurement Officer and back-up Procurement Officer are the sole points of contact for this solicitation. the sole point of contact for this solicitation.

The Procurement Officer assigned to this solicitation is:

John Kinneer, Purchasing Director
Florida Department of Revenue
Capital Circle Office Center (CCOC)
2450 Shumard Oak Blvd., Bldg. 2-1600
Tallahassee, Florida 32399-0100
Work Phone: (850) 717-6435
E-mail: John.Kinneer@floridarevenue.com

The back-up Procurement Officer assigned to this solicitation is:

Edwin Valla, Management Review Specialist
Florida Department of Revenue
Capital Circle Office Center (CCOC)
2450 Shumard Oak Blvd., Bldg. 2-1600
Tallahassee, Florida 32399-0100
Work Phone: (850) 717-7567
E-mail: Edwin.Valla@floridarevenue.com

### 3.3 DEFINITION OF REQUIREMENTS

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

The use of “should” or “may” indicates a desired requirement. FDOR will not reject a Response just because it fails to meet a desired requirement and may result in a lower score for that requirement. However, FDOR may score a Reply higher if it demonstrates the Respondent’s intent and ability to meet a requirement.

A full list of terms and acronyms with their definitions are provided in **Exhibit 1 Definitions**.

## 3.4 VENDOR ADMONISHMENTS

A. To submit a responsive Reply to this ITN, the Vendor should carefully follow all directions in this ITN.

B. Vendors are responsible for monitoring the VIP website for new or updated information related to this ITN. The link to the VIP is https://vendor.myfloridamarketplace.com/ .

C. Vendors are strongly advised to carefully read the entire ITN to fully understand the program and ITN requirements before writing and submitting a reply.

D. Vendors must follow the procurement process described in Section 3.

E. Vendors should propose to perform all of the required activities described in Section 2. Vendors may propose an alternative approach that is low risk but still meets the overall objectives of the ITN (e.g, technical, schedule, and related pricing).

F. Vendors should submit a Reply that fully complies with the required organization, format, and contents specified in Section 4. A Reply should be organized exactly as specified. All mandatory items must be addressed, if not, Respondents risk having their Reply rejected **OR** zero (0) points assigned.

G. Vendors must carefully review **Appendix 1** Sample Contract available in the Procurement Library (https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx) . No alteration of Contract will be permitted without prior written approval from FDOR. Be advised that many of the provisions of FDOR’s Standard Contract are required pursuant to Florida Statutes, provisions of the Florida Administrative Code or other legal authority; therefore, most requested changes may be denied.

H. FDOR anticipates addressing any Contract Terms and Condition concerns during the Negotiation process and continue post award.

I. Vendors must submit a Reply to the required location by the required date and time, as described in Section 4: Reply Submission. Note that the Capital Circle Office Complex (CCOC) buildings, where Replies are to be submitted, are secured facilities. Be sure to allow sufficient time to sign in and be escorted when submitting a Reply. Submitting a Reply at the last moment risks contending with other Vendors trying to do the same. A Reply submitted late for any reason will be rejected.

J. Vendors are required to ensure that cost-related data is presented separately from the Administrative Volume I and the Technical Volume II. The Cost Data Volume III must be separately packaged and clearly labeled. Replies that include cost information in the Administrative Volume I and/or the Technical Volume II will be rejected.

K. Carefully review the ITN instructions to ensure that all required information is provided as specified in this ITN.

L. Contractors, subcontractors and their employees having access to confidential information will be required to execute Attachment G: Agreement to Maintain the Security of Confidential Information, as specified in Section 2.5.

M. Confidential, proprietary, trade secret or other protected information submitted in Vendor Replies shall be properly and clearly identified and labeled as specified in Section 4.4 of this ITN.

N. Vendors shall not release any publicity relating to this procurement prior to award of a Contract, unless the Vendor receives written approval from FDOR Procurement Office. Violation of this restriction may result in Vendor disqualification. Furthermore, Vendors shall not release any publicity relating to the Contract, if awarded, without receiving written approval from FDOR Procurement Officer or the back-up Procurement Officer.

## 3.5 RESERVED RIGHTS

FDOR, at its sole discretion, reserves the right to:

A. Amend this ITN;

B. Conduct a Response Qualification Process to cure deficiencies that do not:

- Provide an advantage to one Respondent over other Respondents.
- Have a potentially significant effect on the quantity or quality of items bid, or on the cost to FDOR.
- Otherwise adversely impact the FDOR’s interest.

C. Waive minor irregularities in submitted Replies.

D. Reject any or all Replies received in response to this ITN, if FDOR determines such action is in the best interests of the State or due to unavailability of funds.

E. Request clarifications from Respondents.

F. Request additional information to assess the Respondent’s capabilities.

G. Contact any past or current customers of the Respondent for references.

H. Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.

I. Use any idea proposed unless otherwise protected by Florida Statute.

J. Negotiate with one or more Respondents, either sequentially or concurrently, or not negotiate at all.

K. Schedule additional negotiating sessions with any or all Respondent(s).

L. Discontinue further negotiations with any Respondent(s).

M. Reopen negotiations with any Respondent(s).

N. Request additional / revised Best and Final Offers (BAFO) if in the State's best Interest.

O. Require any or all Respondent(s) to provide a written BAFO.

P. Pursue a Contract with one or more Respondent(s) for the services encompassed by this solicitation, any addenda thereto.

Q. Pursue the division of Contracts between Respondent(s) by type of service or geographic area, or both.

R. Arrive at an agreement with any Respondent, and finalize principal contract terms with such Respondent and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Respondent (s).

S. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN.

T. Exercise all, or part, or none of the contract renewal options.

## 3.6 PROCUREMENT LIBRARY

In addition to the material and attachments contained herein, FDOR has developed a Procurement Library on its Internet site to accommodate larger attachments that are being provided to assist in the preparation of Replies and the understanding of solicitation requirements. Procurement Library information and materials are for background and general information only. The URL for the Procurement Library is:

https://floridarevenue.com/Pages/CSP-State-Disbursement-Unit-Procurement.aspx

**Exhibit 3**, Procurement Library Documents provides a list of all the documents available for review and downloading. If unable to read or download material from this site, Vendors should contact the FDOR Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2 for assistance. It is the sole responsibility of Vendors to monitor this site, as additional notifications may not be provided when information or materials are added.

## 3.7 ITN RELEASE

This Invitation to Negotiate (ITN) is posted on the VIP web site:

https://vendor.myfloridamarketplace.com/.

To find the ITN or other related information, enter Agency "Department of Revenue" and click on "initiate Search" at the bottom of the web page. If unable to download the document(s), contact the FDOR Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2.

Section 120.57(3)(b), F.S., requires that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. s.120.57(3)(a), F.S., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in s.120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."

## 3.8 ERRORS IN ITN

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Vendor shall immediately notify FDOR Procurement Officer and copy the back-up Procurement Officer in writing of the error. FDOR will resolve major problems with an addendum. Minor problems may be addressed differently (e.g., during the question-and-answers phase of this ITN (if applicable) or as an addendum posted on the VIP.

If the ITN contains an error known to the Vendor or an error that reasonably should have been known, the Vendor shall respond to this item at its own risk. If the Vendor fails to notify FDOR of the error prior to Reply submission and is awarded a Contract, the awarded Respondent shall not be entitled to additional compensation, time to perform, or other concession by DOR by reason of the error or its later correction.

## 3.9 QUESTIONS

Questions relevant to this ITN are invited and must be in writing and should be submitted in an Excel spreadsheet via email to the Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2. The Excel spreadsheet columns should be formatted as follows:

| # | QUESTION | SECTION NUMBER | SECTION TITLE | PAGE NUMBER(S) | EXACT TEXT (IF APPLICABLE) | FDOR RESPONSE/ANSWER |
|---|---|---|---|---|---|---|
| 1 | | | | | | |

Questions must be received by the FDOR Procurement Officer and copy the back-up Procurement Officer on or before the date and time identified in the Procurement Schedule (Section 1.4). FDOR recommends that Vendors confirm receipt of questions submitted.

FDOR response/answer to questions will be posted on the VIP web site in accordance with the Procurement Schedule. The written FDOR responses/answers posted on the VIP web site is the ONLY official response. Verbal responses/answers are neither official nor binding, and verbal responses that differ from the written responses will not be considered.

Public record requests submitted as part of the Question period (e.g., questions identified/marked as public record requests) will be answered as promptly as possible in the ordinary course of business but may not be answered as part of the Question and Response/Answer process. Responses to a public record request may be furnished to the requesting party only.

Vendors are cautioned that questions submitted should not contain cost information. The inclusion of cost information with questions submitted may result in the Respondent's disqualification. It is the responsibility of the Vendor to monitor the VIP web site, as no additional notification will be provided when responses to questions are posted.

## 3.10 ADDENDA

FDOR reserves the right to amend this ITN. All addenda will be in writing and will be posted electronically on the VIP web site at https://vendor.myfloridamarketplace.com/. If a Respondent is unable to download an ITN addendum contact the Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2 for assistance. **For additional assistance accessing the VIP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com**

> **Phone: 866-352-3776**
> **Available: Monday-Friday, 8:00 a.m. - 6:00 p.m. ET**

It is the responsibility of the Vendors to monitor the VIP web site as additional notification may not be provided. Addendum Acknowledgement Forms for each Addenda issued should be signed and returned with your Reply, if applicable.

## 3.11 PROCUREMENT / CONTRACTING CONSTRAINTS

A. **Prohibition against contracting with Scrutinized Companies**
In accordance with the requirements of s. 287.135(2), F.S., a company is ineligible to, and may not, bid on, submit a reply or Response for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a reply or Response for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel.

Also, in accordance with the requirements of s. 287.135(2), F.S., a company is ineligible to, and may not, bid on, submit a reply or Response for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a reply or Response for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or

2. Is engaged in business operations in Cuba or Syria.

   In accordance with the requirements of s. 287.135(5), F.S., at the time a company submits a bid or reply or Response for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or reply or Response for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

The State Board of Administration maintains the “Quarterly List of Scrutinized Companies that Boycott Israel” at the following LINK.

Vendors must certify that they are not on the Scrutinized List of Prohibited Companies (collectively) using the Vendor Certification Form (PUR7801 – **Attachment B**).

B. **Suspended Vendor List**
Pursuant to s. 287.1351, F.S., a person or affiliate who has been placed on the Suspended Vendor List for contractual default may be excluded from award of a contract unless the Vendor corrects its failure within the time frame provided by the agency, pays any additional cost incurred by the agency for re-procuring the services, or is legally excused by the agency from default.

Vendors must certify that they are not on the list using the Vendor Certification Form (PUR7801 – **Attachment B**).

C. **Convicted Vendor List**
Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not:

1. Submit a bid, reply, or Response on a contract to provide any goods or services to a public entity.

2. Submit a bid, reply, or Response on a contract with a public entity for the construction or repair of a public building or public work.

3. Submit bids, replies, or replies on leases of real property to a public entity.

4. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

5. Transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

Vendors must certify that they are not on the list using the Vendor Certification Form (PUR7801 – **Attachment B**).

D. **Discriminatory Vendor List**
Pursuant to s. 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not:

1. Submit a bid, reply, or Response on a contract to provide any goods or services to a public entity.

2. Submit a bid, reply, or Response on a contract with a public entity for the construction or repair of a public building or public work.

3. Submit bids, replies, or replies on leases of real property to a public entity.

4. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

5. Transact business with any public entity.

Vendors must certify that they are not on the Discriminatory Vendor list using the Vendor Certification Form (PUR7801 – **Attachment B**).

E. **Antitrust violator vendor list**
Pursuant to s. 287.137, F.S., a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, reply, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, reply, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, reply, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

Vendors must certify that they are not on the Antitrust violator vendor list using the Vendor Certification Form (PUR7801 – **Attachment B**).

F. **Contracting with entities of foreign countries of concern prohibited.**
Pursuant to s. 287.138 F.S., a governmental entity may not accept a bid on, a reply for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria as follows:

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- The entity is owned by the government of a foreign country of concern,
- The government of a foreign country of concern has a controlling interest in the entity, or
- The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Vendors if having access to an individual's personal identifying information, must certify using the Vendor Certification Form (PUR 7801 – **Attachment B**) that they are not prohibited from entering into the contract pursuant to s. 287.138, F.S., and have completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at:

http://www.flrules.org/Gateway/reference.asp?No=Ref-15843.

G. **Prohibition against governmental entity contracts with common carriers; required termination provisions.**

Pursuant to s. 908.111, F.S., a governmental entity may not execute, amend, or renew a contract with a common carrier or contracted carrier if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

If the contractor is a common carrier or contracted carrier, in conformity with s. 92.525, F.S., they must attest that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into this state knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Such attestation shall be done using the Vendor Certification Form (PUR7801 – **Attachment B**).

H. **Foreign gifts and contracts**
Any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services.

Vendors must certify that they are in compliance with all applicable disclosure requirements set forth in s. 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to s. 286.101(7), F.S., using the Vendor Certification Form (PUR7801 – **Attachment B**).

I. **Provision of commodities produced by forced labor; denial or revocation of the right to transact business with agencies**
The vendor is hereby informed of the provisions of s. 287.1346, F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Forced labor vendor list of the Department of Management Services.

Vendors must certify that they are not on the Forced labor vendor list using the Vendor Certification Form (PUR7801 – **Attachment B**).

J. **Americans with Disabilities Act (ADA)**
Any person submitting a Response for providing commodities or contractual services may not exclude any person(s) from participating in, deny any person(s) the proceeds or

benefits of, nor otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the pertinent portions of the Americans with Disabilities Act of 1990, public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any Response documents or the attendance at any related meeting or Response opening. If accommodations are needed because of a disability, please contact the Procurement Officer and copy the back-up Procurement Officer identified in Section 3.2 at least five (5) workdays prior to the opening.

K. **Office of Supplier Development**

The Office of Supplier Development (OSD) is a specialized team that helps Florida's small businesses. OSD does this through the following functions:

- Provide guidance on doing business with the State of Florida,
- Inform businesses about upcoming contract opportunities,
- Advocate for the continued growth and success of Florida's small businesses,
- Plan, host, and support Florida business events targeted to small businesses,
- Provide education and other resources to state government procurement professionals to help increase the use of small businesses in state and local government procurement contracts, and
- Issue applicable state certification and recertification for Florida-based woman-, veteran-, and minority-owned small businesses.

L. **Federal Excluded Parties List**

A Vendor or subcontractor(s) that, at the time of bidding or submitting a reply for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a reply for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

M. **Registration with Florida Department of Management Services (FDMS)**

MYFLORIDAMARKETPLACE

The FDMS has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to s. 287.057(22), F.S., and rule 60A-1.031 Florida Administrative Code, all payments shall be assessed a Transaction Fee. Pursuant to s. 287.057(24), F.S. the Transaction Fee is one percent (1.0%), or as may otherwise be established by law. Currently the fee is 0.7%, which the Contractor shall pay to the State of Florida (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 Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

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

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

Vendors should have completed registration with the Florida Department of Management Services (DMS) State Purchasing prior to submitting a Response. Vendors should submit evidence of their registration with DMS in their Response in Volume I, Tab 4.

The successful Vendor must have completed registration with the Department of Management Services State Purchasing prior to Contract execution. Vendors may register online, at:

https://vendor.myfloridamarketplace.com/

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

https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/direct-deposit-frequently-asked-questions.pdf?sfvrsn=32428c99_2

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

N. **Licensing by Department of State**
All entities defined under Chapters 607, 608, 617, 620, 621 or 622, F.S., seeking to do business with the FDOR shall be on file and in good standing with the Florida Department of State. Vendors should submit a copy of their license authorizing them to do business in the State of Florida or provide evidence of their application for a license in the Response, Volume 1, Tab 5.

O. **Conflicts of Interest/No Prior Involvement**
Vendors, contractors, subcontractors, and individuals that have assisted in preparation of the ITN or with project management oversight are precluded from bidding or preparing a Response for this solicitation.

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

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

All Vendors submitting a Response to this ITN, their subcontractors, and each party identified in a joint venture Response should complete and execute **Attachment C**: Notice of Conflict of Interest and **Attachment D**: Statement of No Involvement and return with their Response submittal.

P. **Organizational Conflicts of Interest**

An Organizational Conflict of Interest exists when a Vendor, Contractor, or subcontractor has present or planned interests related to the work to be performed under this Contract that: 1) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or 2) may result in its being given an unfair competitive advantage. Vendors should disclose information that may give rise to organizational conflicts of interest under the following circumstances:

1. The Vendor provides advice and recommendations to the FDOR in the same technical area where it is also providing consulting assistance to any organization regulated by the FDOR.

2. The Vendor provides advice to the FDOR on the same or similar matter on which it is also providing assistance to any organization regulated by the FDOR.

3. The award of a Contract would result in placing the Vendor in a conflicting role in which its judgment may be biased in relation to its work for the FDOR or would result in an unfair competitive advantage for the Vendor.

4. The Vendor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the FDOR at the same site. Vendors, subcontractors, and each party identified in a joint venture Response should complete and submit **Attachment E**: Organizational Conflicts of Interest Certification, with their Response.

Contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to the Contract, the Contractor shall make an immediate and full disclosure in writing to the Contract Manager. The statement shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The FDOR reserves the right to terminate the Contract as determined in the best interest of the State.

Q. **Vendor Disclosures**

In an effort to determine a Vendor's Responsibility pursuant to s. 287.012(25), F.S., each Respondent must complete **Attachment F**: Vendor Responsibility Disclosure form providing the following disclosures:

Within the past five (5) years, has the Vendor:

1. Been the subject of civil litigation or settlements?
2. Been subject to criminal judgments or administrative actions?
3. Been suspended or barred from participation in any competitive process or contract award?

4. Had any licenses or certifications suspended, revoked, or canceled?
5. Had any contracts or agreements terminated for cause?
6. Been the subject of bankruptcy proceedings?
7. Undergone a major change of organizational structure, ownership, or name?

## 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

The State may conduct on-site visits to evaluate the Vendor's capacity to perform the contract. A Vendor must agree, at risk of being found non-responsive and having its reply rejected, to provide the State reasonable access at reasonable times to relevant portions of its work sites related to the performance of the contract. Any site inspection will be made by individuals designated by the Procurement Office at the State's expense.

## 3.13 REPLY OPENING

Replies will be publicly opened at the time and date specified in the Procurement Schedule (Section 1.4). The names of the responding Vendors will be read aloud during the public opening. The name(s) of Vendors submitting Replies will be made available to interested parties at the Reply opening or upon written request to the Procurement Officer and copy the back-up Procurement Officer listed in Section 3.2.

Reply submissions are not immediately available through a public records subject to provisions of s. 119.07(1), F.S., Per s. 119.071(1)(b)2, F.S., Reply submissions are exempted until the Agency posts a Notice of Intended Agency Decision, or thirty (30) days after opening the final competitive sealed Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

## 3.14 RESPONSIVENESS REQUIREMENTS REVIEW

The Responsiveness Requirements Review will enable FDOR to determine a Respondent's compliance with the requirements of the ITN not directly related to the Technical Reply, Volume II and Cost Reply, and Volume III. Certain deficiencies in the response items may be cured as part of the Responsiveness Review Process, at the discretion of FDOR. FDOR reserves the right to determine whether a response meets the responsive requirements of the ITN. Failure of a Respondent to timely respond to follow-up requests from the FDOR may result in a determination of non-responsiveness and removal of the Respondent from further consideration.

The table below identifies the conditions or requirements that must be met for a Reply to be considered responsive to this ITN. FDOR Purchasing Officer will perform a review on Replies received to validate compliance with the items listed below. This review does not assign any scores but is simply a pass/fail review. Replies that fail one or more of the items listed in the table may be rejected and not considered further. If a Reply passes all items being reviewed in the table below, the Reply will continue to the evaluation phase of this procurement as described in the next section(s) of this ITN.

| Item # | Mandatory Item | Yes/No |
|---|---|---|
| 1 | Did Reply arrive sealed, on the correct date and time? | |
| 2 | Confirm that the Respondent is not on the Scrutinized List of Prohibited Companies. | |

| | | |
|---|---|---|
| 3 | Confirm that the Respondent is not on the Suspended Vendor List. | |
| 4 | Confirm that the Respondent is not on the Convicted Vendor List. | |
| 5 | Confirm that the Respondent is not on the Discriminatory Vendor List. | |
| 6 | Confirm that the Respondent is not on the Federal Excluded Parties List. | |
| 7 | Confirm that the Respondent is not on the Antitrust violator vendor list. | |
| 8 | Confirm that the Respondent is not on the Forced labor vendor list. | |
| 9 | Confirm that the Respondent Transmittal Letter was submitted, signed and contains affirming statements for all required items per Section 4.6.A.1. | |
| 10 | Confirm the required Procurement Forms (attachments) listed in Section 5 have been submitted and signed if required. | |
| 11 | Confirm that the Letter of commitment for a fidelity and performance bond as described in Section 2.10.C has been submitted. | |
| 12 | Confirm that the Vendor has no outstanding tax liabilities with the FDOR. | |

## 3.15 FINANCIAL REVIEW

Respondents must be determined by FDOR, at its sole determination, to be financially capable of providing all commodities and services required in this ITN and demonstrate, to the satisfaction of FDOR, that organizational changes affecting the Respondent will not impede such capability. Respondents must provide financial statements by an external auditor that are in conformity with US Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), or Federal Income Tax Returns for the two most recent years. Certified financial statements should be submitted with the Reply, and any statements that become available during the solicitation process should be submitted immediately to upon issuance.

For certified financial statements to be considered complete they must be comparative for two years and must include a balance sheet, income statement, statement of cash flows, statement of retained earnings, notes of the financial statements for both years, and any management letters that have been received.

If a Respondent submits a consolidated financial statement of its parent corporation, the parent corporation must serve as the Respondent's financial guarantor, execute the Agreement as the guarantor, and will be held accountable for all terms and conditions of the Agreement. FDOR will hold all parties jointly and severally responsible for carrying out all activities required by the Contract.

This is a mandatory requirement. Financial documents will be reviewed, and a determination made of a Respondent's financial stability. This will be a pass/fail determination. FDOR in its sole discretion will make this pass/fail determination, and the reply from any Respondent not meeting the financial documents requirement will not be further evaluated.

## 3.16 TECHNICAL REPLY EVALUATION

Replies that pass the Responsiveness Requirements Review (see 3.14 above) will be evaluated by the Evaluation Team as described below.

A. **Evaluation Team**

FDOR will evaluate and score the Technical Volume II using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for the contractual services sought under this ITN. This team is herein referred to as the Evaluation Team. The Evaluation Team members will independently evaluate and score the Technical Volume II in accordance with the evaluation criterion as described herein.

B. **Clarification Requests (CR)**

Throughout the solicitation process, FDOR may request clarification(s) of uncertainties, or to eliminate confusion concerning the contents of a Reply, ambiguous or inconsistent information in submitted Replies by using the following process.

1. If FDOR detects an ambiguity or inconsistency within a Reply, the FDOR Procurement Officer and copy the back-up Procurement Officer or their designee may request clarification utilizing a CR describing the ambiguity or inconsistency. Respondents are cautioned that FDOR will not generate a CR for an omission, including omissions of a mandatory topic or mandatory requirement. The FDOR may reject a Reply that omits a mandatory topic or requirement or may score with zero (0) points.

2. The FDOR Procurement Officer and copy the back-up Procurement Officer or their designee will coordinate with Respondents concerning when CRs to be submitted.

   Unless another timeframe is authorized by the FDOR Procurement Officer and copy the back-up Procurement Officer or their designee, within twenty-four (24) hours, the Respondent should send to the FDOR Procurement Officer or their designee by e-mail the written Clarification Request Responses (CRR) with a letter binding the company to the contents of the CRR and signed by an individual authorized to bind the company. The Respondent should confirm receipt. FDOR will not consider verbal discussions, and any written material that does not respond directly to a CR.

3. FDOR will use the written CRR to update the Respondent's Response. An unresolved CR may result in a lower evaluation score.

   FDOR will not generate a Clarification Request for Response omissions; THEREFORE, DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY DEFICIENCIES. CRRs are restricted to information that responds directly to a CR; therefore, Vendors may not submit information that does not respond directly to a CR in the written CRR. If a Vendor does submit new information that does not directly respond to the CR, FDOR will not evaluate it.

C. **Scoring**

FDOR Evaluation Team members will review each Reply and score using the evaluation criteria listed in the table below. The relative importance of criteria is indicated by the weight factor assigned to each evaluation criteria. Scoring guidelines include Evaluators assigning a whole-number score from 0 to 5 for each evaluation criterion based on the following guidance:

| | | |
|---|---|---|
| 0. | Fails | Does not address the requirement at all. |
| 1. | Inadequate | Significantly fails to meet requirements. |
| 2. | Poor | Fails to meet some requirements. |
| 3. | Adequate | Meets all requirements. |
| 4. | Good | Meets requirements and provides additional value. |
| 5. | Superior | Meets requirements and provides superior value. |

Characteristics that will positively affect the score include but are not limited to whether the Reply addresses all required criteria, clearly describes what the Respondent intends to do, demonstrates a clear understanding of FDOR goals and objectives, shows commitment to FDOR goals and objectives, adds additional value, and exceeds minimum requirements in ways beneficial to FDOR.

Characteristics that will negatively affect the score include but are not limited to whether a required criterion is not sufficiently addressed, ITN requirements that are simply restated (which does not provide evidence of understanding) and plans and / or technical solutions that are high risk.

Evaluators will complete a separate scoring sheet by entering their assigned scores for each criterion that corresponds to the evaluation criteria in the table below, with each evaluator completing a separate worksheet for each Reply being scored. Divergent scores, if any, will be handled in accordance with Section 3.16.E of the ITN.

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Total scores from each evaluator will be averaged to come up with a Technical Evaluation Score (that will not exceed 200 points) used to compute an Aggregate Score to determine which Respondents to negotiate with. It is likely the Department will proceed with negotiations with Respondents based on their ranking. The available points for each of the evaluation criteria are:

| Volume II: Technical Reply Scoring Maximum Points Available: 200 | | | | |
|---|---|---|---|---|
| Requirement Tabs | Maximum Points Available | Evaluator Score Scale (0-5) | Weight Factor | Weighted Score |
| **TAB 1**: Corporate Capability | 10 | | 2 | |
| **TAB 2**: Project Implementation Plan (ITN Section 2.1.H) | 25 | | 5 | |
| **TAB 3**: Personnel, Facilities, and Training (ITN Section 2.9) | 15 | | 3 | |
| **TAB 4**: Operational, Technical and Customer Service Requirements (ITN Section 2.1.A, 2.1.B, 2.1.C) | 25 | | 5 | |
| **TAB 5**: SDU System (ITN Section 2.1.B) | 20 | | 4 | |
| **TAB 6:** Receipts and Disbursements (ITN Section 2.1) | 25 | | 5 | |
| **TAB 7:** Banking (ITN Section 2.1.A | 20 | | 4 | |
| **TAB 8:** Quality Assurance (ITN Section 2.1.A. - 2.1.H) | 10 | | 2 | |
| **TAB 9:** Security and Data Safeguarding (ITN Section 2.5, Standard contract I.H, W, and I.X) | 15 | | 3 | |
| **TAB 10:** Fraud Prevention | 10 | | 2 | |
| **TAB 11:** Reports (ITN Section 2.1.E, 2.1.F) | 10 | | 2 | |
| **TAB 12:** Subcontractors and Suppliers (ITN Section 2.9.D, **Attachment K**) | 5 | | 1 | |
| **TAB 13:** Service Level Agreement | 5 | | 1 | |
| **TAB 14**: References (ITN **Attachment J**) | 5 | | 1 | |
| **Total Technical Reply Score:** | | | | |

D. **The Maximum Reply Points Including Weight Factor – 200**

Replies will be evaluated based on the Respondent's responsiveness to the information requested in TABs 1 through 14, as well as any additional information the Respondent wishes to provide that relates to the specific areas addressed in each TAB. FDOR does not have to consider any information about a particular area if it is not included in the specified TAB.

**TAB 1: Corporate Capability**
Maximum Points Available: 10

**TAB 2: Project Implementation Plan**
Maximum Points Available: 25

**TAB 3: Facilities, Personnel, and Training**
Maximum Points Available: 15

**TAB 4: Operational, Technical and Customer Service Requirements**
Maximum Points Available: 25

**TAB 5: SDU System**
Maximum Points Available: 20

**TAB 6: Receipts and Disbursements**
Maximum Point Available: 25

**TAB 7: Banking**
Maximum Points Available: 20

**TAB 8: Quality Assurance**
Maximum Points Available: 10

**TAB 9: Security and Data Safeguarding**
Maximum Points Available: 15

**TAB 10: Fraud Prevention**
Maximum Points Available: 10

**TAB 11: Reports**
Maximum Points Available: 10

**TAB 12: Subcontractors and Suppliers**
Maximum Points Available: 5

**TAB 13: Service Level Agreement**
Maximum Points Available: 5

**TAB 14: References**
Maximum Points Available: 5

E. **Divergent Score Review**

At the conclusion of the Technical Volume II evaluation phase of the solicitation process, a divergent score review may take place, at the discretion of FDOR. A divergent score review provides all evaluators with the opportunity to re-review and reconsider evaluation criteria scoring that resulted in a criterion score that is inconsistent with other scores for that criterion(s). Evaluators are only provided the opportunity to re-review scores; they are not required to revise their score.

If after a divergent score review the score remains as originally scored, the evaluation process may continue forward without delay. However, if after the divergent score review, the scores become even further divergent, the FDOR may, at its sole discretion, determine that a second divergent score review is necessary, or continue forward with the Cost Reply evaluation.

## 3.17 COST DATA VOLUME OPENING REVIEW AND SCORING

### A. Cost Data Volume Opening

The Volume III Cost Reply opening will be conducted during a Public Meeting on the date and time indicated in the Procurement Schedule (Section 1.4). FDOR will publish any changes to the date and time via a Public Meeting Notice on the VIP. Respondents are advised to monitor the VIP for a Public Meeting Notice for any changes to the exact date and time.

At this public meeting FDOR will open Cost Data Volume III and read aloud the Respondents' names. The Cost Data Volume III tabulation sheet will be made available to interested parties at the Cost Data opening or upon written request by email to the Procurement Officer and copy the back-up Procurement Officer listed in Section 3.2.

The contents of Reply submissions, including Cost Data Volume III are not public records subject to the provisions of s.119.07(1), F.S., until the Agency posts an Agency Decision, or until thirty (30) days after opening the final competitive sealed Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

B. **COST DATA VOLUME III REVIEW**

FDOR will review the arithmetic for each Respondent's Cost Data Volume III to ensure all costs were calculated correctly. FDOR may reject any Reply that is incomplete or contains significant inconsistencies or computational errors.

C. **COST DATA VOLUME III SCORING**

FDOR will score the Respondent's Cost Data Volume III using the formula below.

<u>**Cost Reply Points**</u> - MAXIMUM COST PROPOSAL POINTS POSSIBLE IS 85 POINTS

- The Respondent's cost points are determined by the total amount as calculated on the submitted **Attachment M** Cost Sheet, Part 2 – Transaction Rate.

- Cost Reply points will be determined using the below formula:
- (Lowest price factor/Respondent price factor) x 85 = Cost Reply points

## 3.18 TOTAL REPLY SCORING

Each Respondent's Cost Data points will be added to their Technical Volume II points to calculate each Respondent's Total Response score using the formula below.

- Total Reply Score (Technical + Cost)
- Technical Reply Evaluation Points + Cost Reply Points = Total Reply Score

**The Total Reply Score for each Respondent will be used to determine which Respondents to negotiate with first.**

## 3.19 NEGOTIATIONS

FDOR will select one or more Respondents to conduct negotiations in accordance with this Section. FDOR reserves the right to negotiate with one or more, all, or none of the Respondents submitting responsive Replies to the ITN. FDOR further reserves the right not to eliminate any responsive Respondent from consideration during Negotiations, as determined to be in the best interest of the State. FDOR reserves the right to conduct negotiations sequentially or concurrently.

FDOR will begin negotiations with the Respondents identified as the Initially Selected Respondents. Negotiations with the Initially Selected Respondents will commence in the order determined by the FDOR as being in the best interest of FDOR. FDOR reserves the right to negotiate with one, more, or none of the Initially Selected Respondents, regardless of the order in which the negotiations commence. Should negotiations with the initially selected Respondent(s) not result in a contract FDOR may negotiate with the remaining Respondents that submitting responsive Replies.

Negotiations may continue until an agreement is reached or all of the Replies are rejected.

FDOR reserves the right, but is not obligated, to negotiate with one or more, all, or none of the Respondents submitting responsive Replies to the ITN.

### A. Negotiation Team

The FDOR's Negotiation Team will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for the commodities and contractual services sought.

## B. Respondents Selected for Negotiations

FDOR will use Respondents' Total Reply Scores to establish a competitive range of replies reasonably susceptible of award. Scoring may show a natural break in the ranking of the Replies. If so, this natural break may be considered in determining which vendors will initially advance to negotiations; herein referred to as the Initially Selected Respondents. For example: Given the maximum Reply points of 6,350 (including Functional/Security/ Technical and Cost) and the evaluation of 5 Respondent Replies:

| | |
|---|---|
| Reply 1: | Awarded 6,200 points |
| Reply 2: | Awarded 6,150 points |
| Reply 3: | Awarded 6,125 points |
| Reply 4: | Awarded 5,800 points |
| Reply 5: | Awarded 5,775 points |

In this example, the natural break would occur between Replies 3 and 4, resulting in Replies 1, 2 and 3 being identified as Initially Selected Respondents.

## C. Demonstrations

All Respondents selected to enter into Negotiations with FDOR may be required to present a demonstration of the proposed system, functionalities and/or solution, or other component of their proposed solution as it relates to the requirement of this ITN. Additional information may be requested of vendors prior to demonstrations negotiation meetings.

## D. Negotiation Meetings

FDOR prefers to conduct negotiations face-to-face. In person negotiation meetings will be conducted in Tallahassee, Florida. As determined by the Department, negotiation meetings may be conducted virtually (video conference), telephonically or by other available means (Department's sole discretion).

The Respondent should plan on having a representative(s) present during negotiation meetings authorized to make binding decisions on behalf of the Respondent. Not doing so may result in delays in negotiations or negotiations with that vendor being terminated by FDOR. Respondents should refer to Section 3.26, Subcontracts and Joint Ventures, regarding subcontractor relationships. It is the Respondent's sole responsibility to coordinate all parties of their Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

## E. Negotiations Process

Negotiations are anticipated to proceed as follows:

1. Vendors advanced to negotiations may be required to provide additional information and attend meetings as deemed necessary for the proper evaluation of Replies. During the negotiation process, the following topics may be considered:

   - Any topic from the ITN,
   - Respondent's Reply,
   - Implementation,
   - Pricing,
   - Contractual terms and conditions,
   - Service level agreement,
   - Alternate approaches (solutions and cost models),
   - Optional or additional commodities or services,
   - Information or data security,
   - Modifications to proposed commodities or services, and
   - Any other topics as determined by the Department to be in the best interest of the State.

2. FDOR may also request changes or additional information concerning proposed solutions. Such additional information may influence negotiations and best value determination.

3. Before award, FDOR reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. FDOR reserves the right to take portions of a competing Respondent's Reply and propose portions into one project, including contracting with the entities offering such portions.

4. If FDOR is unable to reach agreement with a Respondent on contractual issues or other issues, FDOR may pause the negotiation and move on to another Respondent.

5. At the conclusion of negotiations, the Negotiation Team may request Best and Final Offers (BAFO) from one or more Respondents which negotiations were conducted. The BAFO may contain:

   - Confirmation concerning revised scope of Services,
   - Confirmation regarding key business terms and conditions to be included in Contract, and,
   - a final price offer.

   If BAFOs are requested, the BAFOs will be delivered to the Negotiation Team for review, shall remain a firm offer(s) for ninety (90) calendar days after receipt, and are not permitted to be withdrawn by a Vendor. As part of the process during negotiations, FDOR may issue an additional written request for BAFO(s) to one or more of the Vendors advanced to negotiations. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to FDOR based upon the selection criteria set forth in Section 3.20 below.

6. FDOR does not anticipate reopening negotiations after receiving the BAFOs but reserves the right to do so if it believes doing so will be in its best interests.

7. FDOR reserves the right to utilize subject matter experts and other technical advisors to assist the Negotiation Team with reviewing the Replies. These persons will not be deemed to be members of the Negotiation Team.

8. FDOR reserves the right to cease negotiations with any Vendor without notice, and FDOR may elect not to issue a written request for a BAFO to all Vendors advanced to negotiations.

9. FDOR reserves the right to request additional BAFO information; reject a submitted BAFO and/or commence negotiations with other respondents, as determined to be in the best interest of the State.

10. The State of Florida shall have the right to use all ideas contained in any Response received in response to this ITN or during negotiations. Selection or rejection of the Response will not affect this right.

## 3.20 SELECTION CRITERIA

The focus of the Negotiation Team will be on selecting the Vendor that provides the best value to the state. The best value determination will be based on information gathered throughout the ITN process including Vendor Replies, negotiation sessions, and BAFOs. The selection criteria for this ITN are as follows:

A. The quality, design, approach, workmanship, prior relevant experience, and demonstrated ability of the Vendor to effectively provide the Services and / or meet the goals of this ITN;

B. Overall cost and approach of implementation;

C. The price and total cost for the Services;

D. The reasonableness of the contractual terms, including service level agreements; and

E. Vendor’s ability to track performance and quality assurance metrics.

The Negotiation Team may modify or add to this selection criteria provided that such changes are disclosed to Vendors engaged in such negotiations. The weight given to each criterion may vary among Negotiation Team members. The Negotiation Team members are not required to numerically score the Vendors. The team’s recommendation for award (i.e., the intent to award) will be decided by a majority vote of the Negotiation Team members. The Negotiation Team shall not be bound by the scores of the evaluation committee in making this recommendation.

## 3.21 VENDOR RESPONSIBILITY REVIEW

In accordance with Section 287.057, Florida Statutes, a contract pursuant to this ITN may only be awarded to a “responsible vendor.” A responsible vendor is a vendor who demonstrates financial stability, and who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance under a Contract. FDOR may determine Vendor responsibility either before or after a Reply is evaluated, provided that a final determination will be made before FDOR enters into a contract with awarded Vendor.

FDOR will determine Vendor responsibility based on: (i) information provided in Vendor's Reply; (ii) information obtained from independent research including information obtained from third parties or the internet; and (iii) any clarifications or supplemental material provided by Vendor at FDOR's request. To this end, FDOR may request Vendors provide recent financial information, disclose potential conflicts of interests, and disclose any history of legal actions (including license suspensions, criminal records, administrative complaints, etc.). FDOR may also require responsibility review of additional entities as determined appropriate by FDOR, such as a separate entity proposed by Vendor for implementation services. Vendor shall provide prompt written notice to FDOR if, at any time prior to contract execution, a Vendor learns that the material information provided by Vendor in connection with this determination was inaccurate when submitted or has become inaccurate by reason of changed circumstances.

## 3.22 CONTRACT TERMS AND CONDITIONS:

FDOR anticipates negotiating contract terms and conditions consistent with (i) Sample Contract; (ii) any proposed contract terms Vendor submits during the course of the ITN; and (iii) terms and conditions agreed upon during negotiations.

Vendors are not required to submit proposed edits to the Sample Contract until the negotiation phase of this ITN. However, any questions concerning this process or particular contract provisions may be raised in either the Pre-Bid Conference (if offered), the open question period (see Section 3.9), or during the negotiation phase.

Vendors receiving an award under this ITN will be required to sign a final contract that includes terms and conditions negotiated in accordance with this Section. Vendor shall have no vested right to do business with or receive payment from FDOR until a contract is signed by all parties. Unless the contract specifically provides otherwise, the execution of a contract does not guarantee Vendor will receive any particular volume of business from FDOR.

If a Contract cannot be reached with the intended awardee, or if a Contract is terminated for cause by FDOR or terminated without cause by a Vendor, FDOR reserves the right to enter into a Contract with the next-ranked eligible Vendor under this ITN. If FDOR fails to enter into a Contract with the next ranked eligible Vendor FDOR may continue in this manner sequentially through all eligible Vendors until a Vendor willing to perform at acceptable pricing, terms and conditions is found.

## 3.23 NOTICE OF AGENCY DECISION

At the conclusion of Negotiations and approval to award a contract or contracts, FDOR will post a Notice of Intended Agency Decision, as determined to be in the best value to the State. The Notice will be posted on the VIP for seventy-two (72) hours excluding weekends and state holidays. Successful negotiations and posting of a Notice of Intended Agency Decision do not guarantee an execution of a Contract. It is the responsibility of Vendors to monitor the VIP web site for any and all postings concerning this procurement, including agency decisions.

## 3.24 PROTEST AND PROTEST FILING

Any Vendor or person who desires to protest a solicitation, decision, intended decision, or recommended award must file the following documents with the Agency Clerk in the FDOR's Office of General Counsel, 2450 Shumard Oak Boulevard, Building 1, Suite 2400 Tallahassee, FL 32399-0109, and provide copies to the Procurement Officer and copy the back-up Procurement Officer listed in Section 3.2.

A. A written notice of intent to protest within seventy-two (72) hours after posting of the recommended award in the VIP.

B. A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.

C. A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.

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

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

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

## 3.25 CONTRACT FORMATION

The standard "General Contract Conditions" Form PUR 1000, (Appendix 5) available in the Procurement Library, contains standard terms and conditions that will apply to the contract which results from this solicitation. The FDOR though the Standard Contract and the additional contract terms and conditions specified within this solicitation will supplement or supersede the General Contract Conditions contained in PUR 1000.

In the event of any conflict between the PUR 1000 form and terms and conditions specified within this solicitation and the Standard Contract, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.

A copy of the PUR 1000 is located in the Procurement Library or by clicking PUR 1000

## 3.26 SUBCONTRACTS & JOINT VENTURES

Joint Ventures and Subcontractors, including leased employees are allowable under this Contract. Vendors must complete and submit **Attachment K** - Subcontractor Form to list all sub-contractors to be used for this project. Vendors should refer to Section 2.9.D Subcontracting for additional information regarding Contractor and subcontractor relationships.

The FDOR reserves the right at its sole discretion to approve or request substitution of subcontractor(s) initially proposed in a Vendor's Response. Additionally, the Contractor must receive written approval from the FDOR prior to substituting one (1) subcontractor for another; approval is at the sole discretion of the FDOR.

Refer to Section 4.6, Format, Content, Quantity and Media for submission requirements.

## 3.27 CONTRACT APPROVAL

This ITN does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDOR's Director of Financial Management or approved designee. Upon written notice to the Contractor, the FDOR may set a different starting date for the Contract. FDOR will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties whichever is later.

From the date of receiving the final Contract, the successful Vendor shall have ten (10) business days to execute and return the Contract as tendered to it by FDOR (ten (10) business days from the date it was delivered to the successful Vendor by FDOR). FDOR reserves the right to withdraw the tendered Contract and resume discussions with other responsive Vendors after the tenth (10th) day.

## 3.28 STANDARD CONTRACT PROVISIONS

A Standard Contract has been provided in the Procurement Library for Vendors reference. Many of the provisions in the Sample Contract are required by law. FDOR reserves the right to add, delete, or modify Contract terms and conditions during the term of the contract by mutual written agreement. These terms and conditions will be within the scope of the ITN and will not affect the Reply evaluations. The Contractor will be required to comply with the Contract provisions agreed to in the final awarded Contract.

**<u>END OF SECTION</u>**

# SECTION 4: SUBMISSION OF REPLIES

## 4.1 GENERAL INSTRUCTIONS TO RESPONDENTS

PUR 1001, General Instructions to Respondents, (Appendix 6) available in the Procurement Library, contains instructions explaining the solicitation process and the actions necessary to respond. In the event of any conflict between PUR 1001 and the instructions set forth in this ITN, the ITN instructions shall take precedence over the PUR 1001 unless the conflicting term is required by law, in which case the term contained in PUR 1001 shall take precedence.

A copy of the PUR 1001 is located in the Procurement Library.

Replies should be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each Reply should be on completeness and clarity of content. In order to expedite the evaluation of Replies, it is essential that Vendors follow the format and instructions contained in Section 4.5., Format, Content, Quantity and Media.

No conditions may be applied to any aspect of the ITN by the Respondent. Any conditions placed on any aspect of the Reply documents by the prospective Respondent may result in the Reply being rejected as a conditional Reply. DO NOT WRITE IN CHANGES ON ANY PART OF THE ITN PACKAGE. The only recognized changes to the ITN prior to Reply opening will be a written addenda issued by the FDOR. The Respondent recognizes the FDOR's right to ignore the condition and treat the Reply as if no conditions exist.

## 4.2 COSTS ASSOCIATED WITH REPLY

Neither the FDOR, nor the State of Florida, will be liable for any costs or liabilities incurred by a Vendor preparing or submitting a Reply, oral presentations, interviews, site visits, creative work assignments, or other vendor costs associated with any other part of the procurement process including, but not limited to preparation, copying, postage, travel, and delivery fees and expenses that may be required by this Solicitation.

## 4.3 DELIVERY

Replies must be delivered and received by the FDOR Purchasing Office on or before the date and time specified in the Procurement Schedule, Section 1.4. The FDOR Purchasing Office is located at:

Florida Department of Revenue
State of Florida Capital Circle Office Complex
Building 2, Suite 1600
2450 Shumard Oak Boulevard
Tallahassee, FL 32311

Vendors are cautioned that mailing Replies via the United States Postal Services (USPS) will cause packages to be routed to the FDOR's Mail Processing Center in an off-site facility and may cause delays in delivery. Vendors choosing to mail Replies via USPS must take this into consideration and allow sufficient time to ensure timely delivery. It is strongly encouraged that all Replies be either hand-delivered or sent by a dependable courier to ensure timely delivery.

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

Delivery means at the correct building on or before the required date and time. Replies delivered late or to the wrong location will be rejected. Any Reply that is received after the exact time as specified in the Procurement Schedule is late. Late Replies, as well as Replies submitted electronically or by facsimile, are Non-Responsive and will not be considered in the evaluation and are not eligible for Award.

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

In addition to whatever markings are required for shipment, packages must submitted in sealed container(s) and the exterior of each container should display the following information:

- Invitation to Negotiate Number: 25/26-41;
- Invitation to Negotiate for: Child Support State Disbursement Unit;
- Respondent's Name;
- Respondent's Return Address; and
- Volume # and Name.

## 4.4 REPLY VERSIONS

All Responses become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. All Responses will be held in confidence during the evaluation process and prior to posting a Notice of Intended Agency Decision or thirty (30) days after opening the final competitive sealed Responses, whichever is earlier in accordance with s.119.071(1)(b)2, F.S.

The FDOR has established a process to ensure that a Respondent may assert that any portion of their reply submitted to the FDOR is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other authority, the Contractor must simultaneously provide the FDOR with a separate redacted copy of the reply.

### A. Confidential Reply Materials

All Vendors submitting a Reply to this ITN shall submit non-redacted versions of Volume I Administrative, Volume II, Technical, and Volume III Cost and that will be distributed, as determined necessary and appropriate by the FDOR, for the purposes of Evaluating and awarding the ITN.

If a Vendor considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, such information shall be clearly marked as **"CONFIDENTIAL." Only the specific confidential portion(s) of the Reply are to be identified and marked as such.** Vendors are to clearly mark where confidential information begins and ends. An entire Reply or page is not to be marked confidential unless the entire Reply or page actually consists of confidential information.

Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of those Reply sections and the corresponding pages. Vendors should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are included.

Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or on all pages may be rejected. The State of Florida does not consider Cost to be confidential.

### B. Redacted Version

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

1. Be provided in both electronic and paper format.
2. Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Reply that fails to properly justify each occurrence of protected information may be rejected.
3. Only exclude, obliterate, or redact those exact portions claimed confidential, proprietary, trade secret, or otherwise exempt.
4. Contain the following information clearly identified on the cover/case:
    a) Invitation to Negotiate Number: 25/26-41;
    b) Invitation to Negotiate for: Child Support State Disbursement Unit;
    c) Vendor's Name; and
    d) "Redacted Copy."

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

If the Vendor fails to submit a Redacted Version with its Reply, the FDOR is authorized to produce the entire documents, data or records submitted by the Vendor in answer to a public records request for these records.

## 4.5 GENERAL FORMATTING INSTRUCTIONS

The Respondent's Reply should include all data and information requested by this ITN and be submitted in accordance with these instructions. Non-conformance with the instructions provided in the ITN may result in an unfavorable Reply evaluation or the Reply being deemed non-responsive. This process is outlined below.

A. **Binding and Labeling.** Each volume should be separately bound to permit the volume to lie flat when open. Staples must not be used. Three-ring binders or spiral binding are preferred, but not required. The volume cover, or a cover sheet, must be bound in each volume, clearly marked as to volume number, title, original or copy number, solicitation name and number, and the Respondent's name. The same identifying data should be placed on the spine of each volume, if applicable. Be sure to apply all appropriate markings to each volume.

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

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

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

## 4.6 FORMAT, CONTENT, QUANTITY AND MEDIA

The following instructions have been designed to help ensure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and preparation time. Non-conformance with the instructions provided in the ITN may result in an unfavorable Reply evaluation or being deemed non-responsive. Respondent's Replies must be submitted in hard and electronic copies and divided into volumes containing the information specified below. Vendor replies shall be separated into three volumes:

- VOLUME I: Administrative
- VOLUME II: Technical
- VOLUME III: Cost

Vendors shall not disclose cost information in the body of the VOLUME I: Administrative or VOLUME II: Technical. Doing so may result in the Reply being disqualified.

## A. Volume I: Administrative

The Vendor shall furnish one (1) paper copy of VOLUME I: Administrative, and it shall be sealed in a separate box/container/envelope and be clearly labeled as to which volume is enclosed in accordance with Section 4.3. VOLUME I should also be clearly marked as "VOLUME I: Administrative - Original/Master Copy". In addition to the required paper copy, the Vendor shall furnish one (1) electronic set of *VOLUME I: Administrative*. The Vendor should write the electronic copy on a USB Thumb Drive in a single .pdf file format. The "Original" paper copy will be considered the authority if there are any differences between the paper and electronic copies.

Using the instructions outlined below, Respondents should prepare an Technical Reply volume in the order outlined. If a portion of any section is omitted, the Reply may be deemed non-responsive at the discretion of the FDOR.

1. **TAB 1: Transmittal Letter**
   Each Respondent must prepare and include a Transmittal Letter of no more than five (5) pages total that summarizes the key points from the Respondent's Administrative, Technical and Cost volumes.

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

2. **TAB 2 - ITN Contractual Services – Acknowledgement Form**
   The *FDOR ITN Contractual Services Acknowledgment Form* shall be completed in its entirety, sign, and returned as part of Respondent's reply or it may be rejected. By signing the *FDOR ITN Contractual Services Acknowledgment Form* Vendor confirms they have read and agree to all ITN terms, conditions, specifications, and provisions, and attest that Respondent is currently licensed to do business within the State of Florida or will become so licensed if required by State of Florida or Federal law for the services or commodities they will provide the FDOR under this ITN. The signer of the document must be a person authorized to bind the firm. By signing the *FDOR ITN Contractual Services Acknowledgement Form* Vendors certify they and their proposed solution will comply with:

   a) The laws of the State of Florida.

   b) All applicable portions of the Federal Civil Rights Act of 1964.

   c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.

   d) The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.

e) All terms, conditions, specifications and requirements as set forth in this ITN.

f) All requirements of the ITN, including but not limited to, certification requirements.

g) Florida Department of Management Services (FDMS) – MyFloridaMarketPlace registration requirements.

By signing the *FDOR ITN Contractual Services Acknowledgement Form* Vendors further certify:

- The Reply submitted was independently arrived at, without collusion, under penalty of perjury.

- The Reply submission is binding until execution of a Contract with the successful Vendor.

- The person signing the Reply is authorized to sign for the Vendor and to bind the company.

- Vendor is licensed by the Florida Department of State to do business within the State of Florida or will become licensed if required.

If any Vendor or the Respondent fails to comply with any of these standards the Reply may be declared non-responsive.

3. **TAB 3 - Attachments**
The Vendor should complete and provide the following forms in VOLUME I: Administrative:

**Attachment A:** Certification of Drug Free Workplace (optional)
**Attachment B:** Vendor Certification Form – PUR 7801
**Attachment C:** Notice of Conflict of Interest
**Attachment D:** Statement of No Involvement
**Attachment E:** Organizational Conflicts of Interest Certification
**Attachment F:** Vendor Responsibility Disclosure
**Attachment G:** Agreement to Maintain Confidential Information
**Attachment H:** Security Acknowledgement
**Attachment I:** Respondent Reference Form
**Attachment K:** Subcontractor Form
**Attachment L:** Performance and Fidelity Bond: Letter(s) of Commitment

See Section 3.14, Responsiveness Requirements Review.

4. **TAB 4 - MFMP Registration**
Proof of registration with Florida Department of Management Services (FDMS) – MyFloridaMarketPlace should be included in TAB 4.

5. **TAB 5 - Licensing by Department of State**

Proof of Licensing by Department of State should be included in TAB 5.

## B. Volume II: Technical

The Vendor shall furnish one (1) paper copy of VOLUME II: Technical, and it shall be sealed in a separate box/container/envelope and be clearly labeled as to which volume is enclosed in accordance with Section 4.3. VOLUME II should also be clearly marked as “VOLUME II: Technical - Original/Master Copy”. In addition to the required paper copy, the Vendor shall furnish one (1) electronic set of VOLUME II: Technical. The Vendor should write the electronic copy on a USB Thumb Drive in a single .pdf file format. The “Original” paper copy will be considered the authority if there are any differences between the paper and electronic copies.

Voume II of Respondent’s reply must include the following tabs and information:

1. **TAB 1: Corporate Capability**

An informative, well-written narrative of 10 pages or less that tells us about the company including:

- How long it has been in business
- When the company first started providing SDU services
- Key strengths and challenges
- Recent accomplishments
- Current initiatives to improve SDU products and services

Maximum Points Available: 10

2. **TAB 2: Project Implementation Plan**

A summary description of the project implementation plan that covers both phases of the project, the respondent’s methodology and approach, milestones, major activities, and timeline. Include a copy of the plan with your reply, (ITN Section 2.1.H).

Maximum Points Available: 25

3. **TAB 3: Personnel, Facilities, and Training**

A detailed response describing the proposed facility, project managers for transition and operations phases, other key personnel, and training approach in light of the requirements of the ITN. Include project manager resumes with specific details concerning qualifications, professional experience, and formal education. (ITN Section 2.9)

Maximum Points Available: 15

4. **TAB 4: Operational, Technical and Customer Service Requirements**

Without restating or paraphrasing the requirements, provide a detailed explanation of how you will implement the Operational, Technical and Customer Service requirements specified in the Scope of Work. (ITN Section 2.1.A, 2.1.B, 2.1.C)

Maximum Points Available: 25

5. **TAB 5: SDU System**

Provide a detailed description of your SDU system in its current state, including architecture, hardware, software, technical specifications, database structure, and functionality. Describe in detail any development, interfaces, integration, and testing that would be needed to fully implement the system to effectively perform daily SDU operations in Florida as specified in the ITN. Provide a separate description under this tab of your disaster recovery (DR) plan, disaster site, and DR capabilities. Provide a copy of your DR plan with your reply. (ITN Section 2.1.B)

Maximum Points Available: 20

6. **TAB 6: Receipts and Disbursements**

Provide further detail about how you will perform the requirements for processing receipts and disbursements including:

- Mail processing
- Normal processing and exceptions
- Payment methods
- Debit card services
- Direct deposit
- Correspondence received by SDU that needs to be routed to FDOR or FACC

(ITN Section 2.1)

Maximum Points Available: 25

7. **TAB 7: Banking**

Describe in further detail how you will provide the required banking services. State whether you would operate within the current banking structure as described in the ITN or are proposing an alternative structure and approach. Include your methodologies and approach to performing the required reconciliations. (ITN Section 2.1.A.5)

Maximum Points Available: 20

8. **TAB 8: Quality Assurance**

Describe your approach to quality assurance including methods, internal controls, and oversight of subcontractors and suppliers. (ITN Sections 2.1.A, 2.1.B, 2.1.C, 2.1.D, 2.1. E, 2.1.F, 2.1.G, 2.1.H).

Maximum Points Available: 10

9. **TAB 9: Security and Data Safeguarding**

Describe your approach to security and data safeguarding and how you would meet or exceed the security requirements in the Scope of Work and FDOR standard contract. Make specific reference to your understanding of and compliance with NIST, ISO, FedRamp or other applicable industry standards. Include the professional qualifications, experience, and industry accreditations of the security and technical teams who will have oversight responsibility and accountability for this project. (ITN Section 2.5; standard contract I.H, I.W, and I.X)

Maximum Points Available: 15

10. **TAB 10: Fraud Prevention**

Describe your knowledge of, approach to, and efforts concerning fraud prevention, detection, and remediation.

Maximum Points Available: 10

11. **TAB 11: Reports**

Describe how you will satisfy the requirements for reports, report generation, and database queries. Include capabilities to create customized reports and functionality for exporting data from your system into MS Excel or other formats and applications. (ITN Section 2.1.E, 2.1.F)

Maximum Points Available: 10

12. **TAB 12: Subcontractors and Suppliers**

Identify, describe and explain the use of any subcontractors that are a part of your proposal. Also identify and explain the role and dependencies of key suppliers. (ITN Section 2.9.D, **Attachment K**)

Maximum Points Available: 5

13. **TAB 13: Service Level Agreement**

Submit your Service Level Agreement, other terms of service/use, and privacy statements, as applicable.

Maximum Points Available: 5

14. **TAB 14: References**

Respondents must submit information for three (3) customers to whom the vendor provided contractual services of similar scope and size as those identified in this ITN. Information for these references must be provided using **Attachment I**: Respondent Reference Form.

Maximum Points Available: 5

In addition, Respondents must coordinate the completion and separate submission of the included Attachment J: Customer Reference Form for the three (3) customers to whom Respondent has provided on their Respondent's Reference Form. These must be separately returned by each reference to the Department via email to the Department's Procurement Officer and copy to the Back-up Procurement Officer listed in Section 3.2 on or before the Reply Due Date and time as provided in Section 3.2, Procurement Schedule.

Customer Reference Forms submitted with Respondent's Replies will not be considered in the Evaluation.

For each required Customer Reference Form, the reference shall follow the process below:

a. Complete the Customer Reference Form on the form provided or an exact duplication of the form.

b. Sign and date the completed Form.

c. Scan and email the Customer Reference Form to the Procurement Officer, identified in section 2.1, from a verifiable company email address. Submissions from personal email addresses will not be considered in the Evaluation.

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

The Department must receive three (3) Customer Reference Forms.

**C. Volume III: Cost Data**

The Vendor shall furnish 1 paper copy of VOLUME III: Cost Data (**Attachment M**), and it shall be sealed and clearly marked as "VOLUME III: Cost Data - Original/Master Copy". In addition to the required paper copy, the Vendor shall furnish one electronic set of VOLUME III: Cost Data on a USB Thumb Drive.

Using the instructions outlined below, Respondents must prepare a Cost Data volume in the order outlined. If a portion of any section is omitted, the Reply may be deemed non-responsive at the discretion of the FDOR.

**END OF SECTION**

## SECTION 5: ATTACHMENTS AND SUBMITTALS

### 5.1 SUBMITTAL CHECKLIST

This “Checklist” is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation. Failure to comply with any instructions of the ITN may be grounds for deeming a Response as non-responsive and not eligible for award.

**TO BE INCLUDED IN VOLUME I: ADMINISTRATIVE (electronic and hard copy)**

| Attachment or Section(s) reference | Description | Tab |
|---|---|---|
| 4.6.A.1 | Transmittal Letter | 1 |
| 4.6.A.2 | ITN Contractual Services – Acknowledgement Form and any Addenda Acknowledgement Forms for each Addendum issued | 2 |
| A | Certification of Drug Free Workplace (optional) | 3 |
| B | Vendor Certification Form (PUR 7801) | 3 |
| C | Notice of Conflict of Interest | 3 |
| D | Statement of No Involvement | 3 |
| E | Organizational Conflicts of Interest Certification | 3 |
| F | Vendor Responsibility Disclosure | 3 |
| G | Agreement to Maintain Confidential Information | 3 |
| H | Security Acknowledgement | 3 |
| I | Respondent Reference Form | 3 |
| K | Subcontractor Form | 3 |
| L | Letter(s) of commitment for a fidelity bond and performance bond as described in Section 2.10.C(As **Attachment L**) | 3 |
| 4.6.A.4 | Registration with Florida Department of Management Services (FDMS) – MyFloridaMarketPlace | 4 |
| 4.6.A.5 | Licensing by Department of State | 5 |

**TO BE INCLUDED IN VOLUME II: TECHNICAL (electronic and hard copy)**

| Attachment or Section | Description | Tab |
|---|---|---|
| 4.6.B.1 | Corporate Capability | 1 |
| 4.6.B.2 | Project Implementation Plan | 2 |
| 4.6.B.3 | Personnel, Facilities, and Training | 3 |
| 4.6.B.4 | Operational, Technical and Customer Service Requirements | 4 |
| 4.6.B.5 | SDU System | 5 |
| 4.6.B.6 | Receipts and Disbursements | 6 |
| 4.6.B.7 | Banking | 7 |
| 4.6.B.8 | Quality Assurance | 8 |
| 4.6.B.9 | Security and Data Safeguarding | 9 |
| 4.6.B.10 | Fraud Prevention | 10 |
| 4.6.B.11 | Reports | 11 |
| 4.6.B.12 | Subcontractors and Suppliers | 12 |
| 4.6.B.13 | Service Level Agreement | 13 |
| 4.6.B.14 | References | 14 |

**TO BE INCLUDED IN VOLUME III: COST (electronic and hard copy)**

| Attachment | Description | Volume |
|---|---|---|
| M | Cost Sheet | III |

**<u>END OF SECTION</u>**

## ATTACHMENT A: CERTIFICATION OF DRUG FREE WORKPLACE

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor: ______________________________________________________________

Authorized Representative: ______________________________________________

Vendor's Signature:_____________________________________________________

**END OF DOCUMENT**

## ATTACHMENT B: VENDOR CERTIFICATION FORM – PUR 7801

I hereby certify the following on behalf of the vendor identified below:

| Customer Indicator | Vendor Initial | Certification |
|---|---|---|
| Required | | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of s. 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at<br><br>Florida State Board of Administration (sbafla.com) |
| Required | | If the goods or services to be provided are $1 million or more, in accordance with the requirements of s. 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at<br><br>Florida State Board of Administration (sbafla.com) |
| Required | | The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.<br><br>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of s. 287.1351, F.S., that identify the |

| | | |
|---|---|---|
| | | impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in s. 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services. |
| Required | | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to s. 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services and attached it hereto. |
| Required | | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with s. 448.095, F.S.; and has not, within the last year, had a contract terminated under s. 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by s. 448.095(1), F.S. |
| Required | | The vendor is in compliance with all applicable disclosure requirements set forth in s. 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to s. 286.101(7), F.S. |
| Required | | If the contract is between a nongovernmental entity and a governmental entity, in accordance with s. 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in s. 787.06, F.S. |
| Required | | The vendor and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Forced labor vendor list; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.<br><br>The vendor is hereby informed of the provisions of s. 287.1346 that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Forced labor vendor list of the Department of Management Services. The aforementioned list is available at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists |
| Required | | |

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

| **Vendor Information** | **Signatory** | |
| --- | --- | --- |
| Name | Signature | Date |
| FEIN | Typed or Printed Name | |
| | Title | |

**END OF DOCUMENT**

## ATTACHMENT C: NOTICE OF NO CONFLICT OF INTEREST

Company or Entity Name: ______________________________

For the purpose of participating in the Invitation to Negotiate process and complying with the provision of Chapter 112, F. S., the undersigned corporate officer states as follows:

1. The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies *(if additional space is needed, provide on a separate page titled "Attachment C: Item 1 Continued"):*

   ______________________________

   ______________________________

   ______________________________

   ☐ By checking this box, I certify there are no disclosures to make for this section.

2. The persons listed below are current State employees who own an interest of 5% or more in the company/entity name above *(if additional space is needed, provide on a separate page titled "Attachment C: Item 2 Continued"):*

   ______________________________

   ______________________________

   ______________________________

   ☐ By checking this box, I certify there are no disclosures to make for this section.

The above information is true and correct to the best of my knowledge.

Authorized Representative (Type/Print) and Title: ______________________________

Signature: ______________________________

Date: ______________________________

**END OF DOCUMENT**

## ATTACHMENT D: STATEMENT OF NO INVOLVEMENT

I, ________________________________________________, as an authorized representative, certify that no member of this firm, nor any person having any interest in this firm, has been involved with the FDOR to assist in:

1. Developing this Invitation to Negotiate (ITN);
2. Performing a feasibility study concerning the scope of work contained in this ITN;
3. The evaluation of Replies for commodities or services contained in this ITN;

I certify that if this firm is provided access to proprietary information of other companies in performing advisory and/or assistance services relating to this ITN that such information will be protected from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than for which it was furnished.

I certify that this firm is not providing system engineering and/or technical direction for a system as defined below.

A Vendor who provides system engineering and technical direction for a system but does not have overall contractual responsibility for the system development, integration, assembly, checkout, or production shall not be awarded a Contract to supply the system or any of its major components.

System engineering includes a combination of substantially all of the following activities: determining specifications, identifying, and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies.

Company Name: ________________________________________

Signature: ________________________________________

Date: ________________________________________

Comments: ________________________________________

________________________________________

________________________________________

________________________________________

**END OF DOCUMENT**

## ATTACHMENT E: ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

I, ___________________________, as an authorized representative of _________________ certify to the best of my knowledge and belief that there (circle one) **are** / / **are not** organizational conflicts as defined in Section 3.3.12.1 of this ITN.

If the representation, as completed, indicates that situations or relationships of the type set forth in Section 3.3.12.1 are involved, or the FDOR or Procurement Officer and/or the back-up Procurement Officer otherwise determined that potential organizational conflicts exist, the Vendor shall provide a statement in writing that describes in a concise manner all relevant factors bearing on the representation to the Procurement Officer and copy the back-up Procurement Officer. If the FDOR determines that organizational conflicts exist, the following actions may be taken:

a. Impose appropriate conditions which avoid such conflicts;

b. Disqualify the Vendor; or

c. Other actions as provided for in Chapter 287, Florida Statutes, including but not limited to rejection of all Replies.

The refusal to provide the requested documentation may result in disqualification of the Vendor for award.

Company Name: __________________________________________________

Signature: ______________________________________________________

Date: __________________________________________________________

**END OF DOCUMENT**

## ATTACHMENT F: VENDOR RESPONSIBILITY DISCLOSURE

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

I, ______________________________________ am the ______________________________ of
(Authorized Representative's Name) (Title)

________________________________________, (the "Vendor"), and am authorized to
(Vendor's Legal Name)

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

Within the past 5 years, has the Vendor:

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

___________________________________________________________

Signature

_________________

Date

**END OF DOCUMENT**

## ATTACHMENT G: AGREEMENT TO MAINTAIN THE SECURITY OF CONFIDENTIAL INFORMATION

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

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

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

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

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

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

**CONFIDENTIAL INFORMATION CERTIFICATE**

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

| | |
|---|---|
| ______________________________ | ______________________________ |
| Company Name (type or print) | Date |
| ______________________________ | ______________________________ |
| Authorized Representative (type or print) | Signature |

**END OF DOCUMENT**

## ATTACHMENT H: SECURITY ACKNOWLEDGEMENT

I, ___________________________________ as an authorized representative of ___________________________________________ certify that this company has reviewed and understand the security requirements of Florida Administrative Code 60GG-2 as well as the security requirements outlined in ITN# 25/26-41: Child Support State Disbursement Unit (including but not limited to Sections 2.5, Security and Supporting Information).

I further certify that, if selected as the successful Vendor for the Contract resulting from this ITN that this company is capable, at a minimum, of complying with the security standards as outlined in the above paragraph.

Company Name: ________________________________________________________

Signature: ______________________________________________________________

Date: __________________________________________________________________

**END OF DOCUMENT**

## ATTACHMENT I: RESPONDENT REFERENCE FORM

**Respondent's Name: _____________________________________________**

| | |
|---|---|
| **Reference Company/Agency Name:** | |
| **Address:** | |
| **City:** | **State: Zip Code:** |
| **Phone Number:** | **Fax Number:** |
| **Project Manager:** | |
| **E-mail:** | |
| **Alternate Contact:** | |
| **Phone Number:** | **Fax Number:** |
| **E-mail:** | |
| **Alternate's Role on Project:** | |
| **Identify the mandatory or preferred qualification(s) applicable to this reference.** | |
| **Respondent's role on project and years of participation (mm/dd/yyyy to mm/dd/yyyy):** | |
| **Provide the project location, contract value, and contract start and end dates.** | |

**The Respondent represents that the information provided in this Customer Reference Form is true and correct.**

______________________________ ______________________________

**Name of Person Completing Form** **Title**

______________________________ ______________________________

**Signature** **Date**

**PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO SUBMIT INFORMATION FOR ALL REQUIRED REFERENCES**

**END OF DOCUMENT**

## ATTACHMENT J: CUSTOMER REFERENCE FORM

Respondent’s Name: ________________________________________________

Reference Name & Title: _____________________________________________

Reference Company: ________________________________________________

To whom it may concern:

Your company has been selected by the above-referenced Respondent to provide a Past Performance Reference in support of its reply to the Florida Department of Revenue’s Invitation to Negotiate (ITN) # ITN 25/26-41 for State Disbursement Unit services.

Please complete this form and email it from a company email address (not a personal email address) to the Procurement Officer at: John.Kinneer@floridarevenue.com and copy the back-up Procurement Officer at: Edwin.Valla@floridarevenue.com

We appreciate your time and assistance,

Sincerely,

The Florida Department of Revenue

1. Describe the work or services the Respondent performed for your company, making sure to describe in detail the quality of the work or services, how effective Respondent was in meeting its obligations under the contract, and if Responded acted as a primary provider or as a subcontractor:

2. Do you have a business, profession, or other interest in the Respondent’s organization? If yes, please identify the interest?

3. Provide the dates the Respondent performed services for your company:

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

(4) Excellent (3) Good (2) Fair (1) Poor

| | |
|---|---|
| 1. How would you rate the Vendor's overall quality of work? | |
| 2. How would you rate the Vendor's system user interface? | |
| 3. How would you rate the Vendor's personnel in knowledge, experience, and professionalism? | |
| 4. How well did the Vendor adhere to the project schedule? | |
| 5. How would you rate the Vendor's implementation approach? | |
| 6. How would you rate the Vendor's flexibility and change management? | |
| 7. How well did the Vendor meet your expectations based on the specified business needs and requirements? | |
| 8. How would you rate the Vendor's communication and responsiveness to inquiries? | |
| 9. How would you rate customer satisfaction with the Vendor's service? | |

5. Which aspect(s) of the Respondent's services are you the most satisfied?

6. With which aspect(s) of the Respondent's services are you the least satisfied?

7. Please add your additional comments about this Respondent:

______________________________ ______________________________

NOTE: References shall not be given by: employees of the State of Florida, persons employed by the state within the past three (3) years, persons currently or formerly employed or supervised by the Respondent or its affiliates, or relatives of any of the above.

Company Name Signature

______________________________ ______________________________
Authorized Representative Name and Title

_____________________________ ______________________________
Date Email

Phone #________________________

**END OF DOCUMENT**

## ATTACHMENT K: SUBCONTRACTOR FORM

# 1
Company Name: ______________________________________________________________
Contact Person: _____________________________________________________________
Company Address:____________________________________________________________
City, State, & ZIP: __________________________________________________________
Phone Number: ______________________________________________________________
Contractual agreement for: ___________________________________________________
Effective dates of contract: from:______________________to: _______________________
Please indicate work to be performed: __________________________________________
Access to confidential tax information: YES ____ NO ____

#2
Company Name: ______________________________________________________________
Contact Person: _____________________________________________________________
Company Address:____________________________________________________________
City, State, & ZIP: __________________________________________________________
Phone Number: ______________________________________________________________
Contractual agreement for: ___________________________________________________
Effective dates of contract: from:______________________to: _______________________
Please indicate work to be performed: __________________________________________
Access to confidential tax information: YES ____ NO ____

#3
Company Name: ______________________________________________________________
Contact Person: _____________________________________________________________
Company Address:____________________________________________________________
City, State, & ZIP: __________________________________________________________
Phone Number: ______________________________________________________________
Contractual agreement for: ___________________________________________________
Effective dates of contract: from:______________________to: _______________________
Please indicate work to be performed: __________________________________________
Access to confidential tax information: YES ____ NO ____

The Department of Revenue is requesting that you provide information regarding sub-contractors who may perform any work as specified in this ITN.

PLEASE MAKE COPIES OF THIS PAGE AS NEEDED TO SUBMIT REQUIRED INFORMATION FOR ALL PROPOSED SUB-CONTRACTORS

**END OF DOCUMENT**

## ATTACHMENT L: PERFORMANCE AND FIDELITY BOND

**LETTER(S) OF COMMITMENT - BONDING COMPANY FORM/LETTER**

## ATTACHMENT M: COST SHEET

# The Cost Sheet consists of four parts:

Part 1—Transition Costs

Part 2—Transaction Rate

Part 3—Unspecified Tasks

Part 4—Estimated Cost of Operations

All four parts must be completed in accordance with the instructions provided, signed and dated where indicated, and submitted with your cost proposal.

# Part 1—Transition Costs

**INSTRUCTIONS**

a. Transition Costs consist of costs you incur during the Transition Phase of the contract as described in 1.9 and 2.1.H of the ITN.

b. In the lines below, enter the cost categories, dollar amount for each category, and the total costs you intend to incur during the Transition Phase that you want to be reimbursed for. Add more lines as needed.

c. Transition Costs are payable as and when specified in 2.6.A.1 of the ITN.

d. Part 1 of the Cost Sheet is not considered for purposes of scoring costs.

**Transition Cost Categories and Amounts**

| Category | Amount |
|---|---|
| | $ |
| | |
| | |
| | |
| | |

**TOTAL TRANSITION COST: $ ____________________**

## Part 2—Transaction Rate

**INSTRUCTIONS**

a. Transaction Rate - Enter a Transaction Rate in the table below for each year of the 5-year Initial Term of the contract and for each year of the 5-year Optional Renewal Term. This is the unit rate payable monthly for disbursements as described in 2.6.A.2 of the ITN.

b. For purposes of comparing and scoring costs, multiply the Transaction Rate entered for each year by the given number of disbursements provided and enter the Total Cost Per Year. Enter the other totals where indicated.

   Note**:** The given number of disbursements provided is for purposes of cost comparison only. The number is based on recent experience but is not an estimate or guarantee of future results. The actual number of disbursements during the Operations Phase of the contract will vary.

c. Part 2 of the Cost Sheet is scored under 3.17 of the ITN.

| **5-Year Initial Term** | | | | | |
|---|---|---|---|---|---|
| | **Transaction Rate** | **X** | **Disbursements** | **=** | **Total Cost Per Year** |
| **Year 1** | $ | x | 120,000 | = | $ |
| **Year 2** | $ | x | 120,000 | = | $ |
| **Year 3** | $ | x | 120,000 | = | $ |
| **Year 4** | $ | x | 120,000 | = | $ |
| **Year 5** | $ | x | 120,000 | = | $ |
| | **Total Cost 5-Year Initial Term** | | | | **$** |

| **5-Year Optional Renewal Term** | | | | | |
|---|---|---|---|---|---|
| | **Transaction Rate** | **X** | **Disbursements** | **=** | **Total Cost Per Year** |
| **Year 1** | $ | x | 120,000 | = | $ |
| **Year 2** | $ | x | 120,000 | = | $ |
| **Year 3** | $ | x | 120,000 | = | $ |
| **Year 4** | $ | x | 120,000 | = | $ |
| **Year 5** | $ | x | 120,000 | = | $ |
| | **Total Cost 5-Year Optional Renewal Term** | | | | **$** |

**Total Cost 5-Year Initial Term and 5-Year Optional Renewal Term:$____________**

# Part 3—Unspecified Tasks

**INSTRUCTIONS**

a. Enter an hourly rate for unspecified tasks for the 5-Year Initial Term and the 5-Year Optional Renewal Term. Add additional lines as needed and specify if hourly rates vary by position type.

b. Part 3 of the Cost Sheet is not considered for purposes of scoring costs.

| 5-Year Initial Term | |
|---|---|
| **Position Type** | **Hourly Rate** |
| | $ |
| | $ |
| | $ |

| 5-Year Optional Renewal Term | |
|---|---|
| **Position Type** | **Hourly Rate** |
| | $ |
| | $ |
| | $ |

## Part 4—Estimated Cost of Operations

**INSTRUCTIONS**

a. In the tables below, enter good faith estimates for each cost category by year and annual totals for the 5-year Initial Term of the contract and the 5-year Optional Renewal Term. Your estimated costs will assist FDOR in understanding your proposal.

b. Add more lines as needed to identify other significant cost categories.

c. Part 4 of the Cost Sheet is not considered for purposes of scoring costs.

| 5-Year Initial Term Estimated Costs | | | | | |
|---|---|---|---|---|---|
| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Personnel** | | | | | |
| Salaries | $ | $ | $ | $ | $ |
| Fringe Benefits | $ | $ | $ | $ | $ |
| **Facilities Expenses** | | | | | |
| Rent | $ | $ | $ | $ | $ |
| Utilities | $ | $ | $ | $ | $ |
| Maintenance | $ | $ | $ | $ | $ |
| Security | $ | $ | $ | $ | $ |
| **Communications** | | | | | |
| Telephony | $ | $ | $ | $ | $ |
| Text Messaging Charges | $ | $ | $ | $ | $ |
| **Equipment** | | | | | |
| Purchases | $ | $ | $ | $ | $ |
| Leases | $ | $ | $ | $ | $ |
| Depreciation | $ | $ | $ | $ | $ |
| Maintenance | $ | $ | $ | $ | $ |
| **Contracted Services** | | | | | |
| SOC1 and SOC2 Audits | $ | $ | $ | $ | $ |
| Surety Bond | $ | $ | $ | $ | $ |
| Banking | $ | $ | $ | $ | $ |
| **Miscellaneous** | | | | | |
| Postage | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| **TOTAL** | **$** | **$** | **$** | **$** | **$** |
| | **Total Estimated Cost for 5-Year Initial Term** | | **$** | | |

| 5-Year Optional Renewal Term Estimated Costs | | | | | |
|---|---|---|---|---|---|
| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Personnel** | | | | | |
| Salaries | $ | $ | $ | $ | $ |
| Fringe Benefits | $ | $ | $ | $ | $ |
| **Facilities Expenses** | | | | | |
| Rent | $ | $ | $ | $ | $ |
| Utilities | $ | $ | $ | $ | $ |
| Maintenance | $ | $ | $ | $ | $ |
| Security | $ | $ | $ | $ | $ |
| **Communications** | | | | | |
| Telephony | $ | $ | $ | $ | $ |
| Text Messaging Charges | $ | $ | $ | $ | $ |
| **Equipment** | | | | | |
| Purchases | $ | $ | $ | $ | $ |
| Leases | $ | $ | $ | $ | $ |
| Depreciation | $ | $ | $ | $ | $ |
| Maintenance | $ | $ | $ | $ | $ |
| **Contracted Services** | | | | | |
| SOC1 and SOC2 Audits | $ | $ | $ | $ | $ |
| Surety Bond | $ | $ | $ | $ | $ |
| Banking | $ | $ | $ | $ | $ |
| **Miscellaneous** | | | | | |
| Postage | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| | $ | $ | $ | $ | $ |
| **TOTAL** | **$** | **$** | **$** | **$** | **$** |
| | **Total Estimated Cost for 5-Year Optional Renewal Term** | | **$** | | |

I hereby declare and represent that I am authorized to approve and submit this Cost Sheet on behalf of the vendor/company named below:

Signed: ______________________________ Date: ______________________

Name:____________________________________________________________

Title: ____________________________________________________________

Vendor/Company Name: _______________________________________________

Vendor ID # as registered in MFMP: ____________________________________

**END OF DOCUMENT**

## EXHIBIT 1: DEFINITIONS

| TERM | DEFINITION |
|---|---|
| 24/7/365 | Refers to availability 24-hours per day, 7-days per week, 365-days per year. |
| Attachment | As used in this ITN, an Attachment is a document that may be returned by the Respondent in the Respondent’s Reply. |
| BAFO | Best and Final Offer. |
| Best Value | The best overall value to the State based on objective factors that include, but are not limited to, price, quality, design, and workmanship. |
| Breach of Contract | The condition of the relationship between the Department and the Contractor that exists when the Contractor fails to perform under the terms and conditions of the Contract that may result from this Invitation to Negotiate. |
| Business Days | A day that is not a Saturday, Sunday, or state holiday. |
| Contract | The agreement(s) that may result from this Invitation to Negotiate, if any, between the FDOR and the awarded Respondent(s). |
| Contractor | The Respondent(s) that may execute a Contract with the FDOR pursuant to this ITN. The term “Contractor” shall include all employees, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor. |
| CMBE | Certified Minority Business Enterprise. |
| Day | Unless specified otherwise, “day” shall be interpreted to mean calendar day, not working day. |
| Department | Florida Department of Revenue, referred to in this ITN as “Department” or “FDOR.” |
| DFS | Florida Department of Financial Services. |
| DMS | Florida Department of Management Services. |
| EFT | Electronic Funds Transfer. |
| FDOR | The Florida Department of Revenue. |
| FEIN | Federal Employer Identification Number. |
| FEIN | Federal Employer Identification Number. |

| TERM | DEFINITION |
|---|---|
| FFP | Firm Fixed Price. |
| IRS | Internal Revenue Service. |
| IT | Information technology. |
| ITN | Invitation to Negotiate |
| Key Personnel | Contractor’s staff identified in the Reply as essential to complete the Project. |
| Mandatory Responsiveness Requirements | Mandatory responsiveness requirements are terms, conditions or requirements that must be met by the bidder, proposer or respondent to be responsive to this Invitation to Negotiate to Bid. Failure to meet these mandatory requirements will cause rejection of a reply. |
| Material Deviation | A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this Invitation to Negotiate requirements, provides an advantage to one respondent over other respondents, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department or otherwise adversely impacts the Department’s interest. |
| MBE | Minority Business Enterprise. |
| Minor Irregularity | Variations from the Invitation to Negotiate terms and conditions that do not affect the price of the Reply or give the vendor an advantage or benefit not enjoyed by the other vendors or do not adversely impact the interests of the State. |
| P-Card | The State of Florida’s purchasing card program, using the Visa platform. |
| .pdf | Portable Document Format. |
| Performance Measure | Criteria used to determine if a deliverable is Acceptable to the FDOR. |
| Project | The total work to be completed under the Contract. |
| Project Coordinator | The FDOR’s authorized representative who leads the Project Team and serves as the primary contact with the Contractor. |
| Project Team | The FDOR team established to provide Project oversight and manage the interface between the Contractor and the other working units within the Department. |
| Project Manager | The Contractor’s authorized representative who directs and manages all Contractor personnel and activities. |
| Reply / Response | A competitive sealed reply to this ITN. |

| TERM | DEFINITION |
|---|---|
| Respondent | The entity that submits materials to the Buyer in accordance with the instructions contained herein. |
| Responsive Reply | A Reply submitted by a vendor that conforms in all material respects to the solicitation. |
| SOW | Statement of Work. |
| Subcontractor | Any person other than an employee of the Contractor who performs any of the services listed in this ITN for compensation. |
| Vendor | Any firm, entity, or person who may submit a Reply to the FDOR in response to this ITN. The entity identified as the vendor in the Reply will be the entity contracted with, should the entity become the successful vendor. |
| Winning or Successful Vendor | The business or entity awarded the Contract under this ITN. |

**END OF DOCUMENT**

## EXHIBIT 2: EVALUATOR'S SCORE SHEET

**ITN 25/26-41**

Vendor:________________________________________ Date: ____________________

Evaluator Name: __________________________________ Signature: ________________________________________

Points:

0. Fails – Does not address the requirement at all.
1. Inadequate – Significantly fails to meet requirements.
2. Poor – Fails to meet some requirements.
3. Adequate – Meets all requirements.
4. Good – Meets requirements and provides additional value.
5. Superior – Meets requirements and provides superior value.

| REPLY TAB | Requirements | ITN Reference | Notes | Evaluator Score 0-5 | Weight Factor | Total Points |
|---|---|---|---|---|---|---|
| TAB 1 | Corporate Capability | Section 4.6.B.1 | | | 2 | |
| TAB 2 | Project Implementation | Section 2.1.H | | | 5 | |
| TAB 3 | Personnel, Facilities, and Training | Section 2.9 | | | 3 | |
| TAB 4 | Operational, Technical and Customer Service Requirements | Section 2.1.A, 2.1.B, 2.1.C | | | 5 | |
| TAB 5 | SDU System | Section 2.1.B | | | 4 | |

| REPLY TAB | Requirements | ITN Reference | Notes | Evaluator Score 0-5 | Weight Factor | Total Points |
|---|---|---|---|---|---|---|
| TAB 6 | Receipts and Disbursements | Section 2.1 | | | 5 | |
| TAB 7 | Banking | Section 2.1.A.5 | | | 4 | |
| TAB 8 | Quality Assurance | Sections 2.1.A, 2.1.B, 2.1.C, 2.1.D, 2.1.E, 2.1.F, 2.1.G, 2.1.H | | | 2 | |
| TAB 9 | Security and Data Safeguarding | Section 2.5 & Standard Contract I.H, W, and I.X | | | 3 | |
| TAB 10 | Fraud Prevention | Section 4.1.B.10 | | | 2 | |

| REPLY TAB | Requirements | ITN Reference | Notes | Evaluator Score 0-5 | Weight Factor | Total Points |
|---|---|---|---|---|---|---|
| TAB 11 | Reports | Section 2.1.E, 2.1.F | | | 2 | |
| TAB 12 | Subcontractors and Suppliers | Section 2.9.D, & Attachment K | | | 1 | |
| TAB 13 | Service Level Agreement | Section 4.1.B.13 | | | 1 | |
| TAB 14 | References | Attachment J | | | 1 | |

Vendor:__________________________________________ Date:_______________________

Evaluator Name:___________________________________ Signature:____________________

## EXHIBIT 3: PROCUREMENT LIBRARY DOCUMENTS

1. Appendix 1: sample FDOR contract
2. Appendix 2: SDU Bank Account Flow Map
3. Appendix 3: Interface Control Document (ICD)
4. Appendix 4: Department Style and Brand Guide
5. Appendix 5: PUR 1000 General Contract Conditions
6. Appendix 6: PUR 1001 General Instructions to Respondents
7. SDU Production Volumes
8. SDU Interface Diagram