



FLORIDA DEPARTMENT OF COMMERCE REQUEST FOR PROPOSAL

Solicitation Acknowledgement Form

Page <u>1</u> of <u>54</u> pages	SUBMIT PROPOSAL TO: Florida Department of Commerce Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455	
AGENCY RELEASE DATE: <u>6/16/2026</u>		
SOLICITATION TITLE: Advanced Business Intelligence and Analytics Platform		SOLICITATION NO: 27-RFP-003-VW
PROPOSALS WILL BE OPENED: July 9, 2026, 3:00 PM, Eastern Standard Time and may not be withdrawn within <u>180</u> days after such date and time.		
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Respondent offers and agrees that if the proposal is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.		
RESPONDENT NAME:		<hr/> * Authorized Representative's Signature <hr/> *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:		
CITY – STATE – ZIP:		
PHONE NUMBER:		
TOLL FREE NUMBER:		
EMAIL ADDRESS:		
FEIN NO.:		
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):		

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

SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

In the event of a conflict between the terms of the PUR 1001 and the terms of this solicitation, the terms of this solicitation control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this RFP to the extent they are not otherwise modified herein. This document should not be returned with the Response.

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the terms of this solicitation, the terms of this solicitation control.

PUR 7801 – VENDOR CERTIFICATION FORM

The Vendor Certification Form (PUR 7801) is a downloadable document incorporated into this solicitation by reference. Respondents must complete and return this form with their Response

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms/pur_7801_additional_information

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

B.1	Solicitation Number	27-RFP-003-VW
	Solicitation Title	Advanced Business Intelligence and Analytics Platform
B.2	Solicitation Type	Request for Proposal (RFP)
B.3	Program Office	State Rapid Response Program
B.4	Purchasing Office	Vickie Woodward , Procurement Officer 107 East Madison Street, B-047 Caldwell Building Tallahassee, Florida 32399 850-245-7464 FloridaCommerce.Purchasing@commerce.fl.gov

B.5 Introduction to the Procurement

The Florida Department of Commerce (“FloridaCommerce” or “Commerce”) issued this Request for Proposal (RFP) to procure a comprehensive business intelligence platform that is designed to strengthen workforce and economic development strategies, particularly in areas where traditional data sources are limited or insufficient. The platform must enable more targeted analysis, improved decision making and enhanced support for businesses and workers statewide.

Commerce is seeking Proposals from qualified responsive and responsible Respondents to provide a solution to meet the state’s current and future needs for strengthening workforce data analytics, driving targeted layoff-aversion strategies, and enhancing the state’s ability to rapidly respond to critical events, including mass layoffs, plant closures and natural disasters.

The business intelligence platform must empower Florida to anticipate emerging risks, mobilize timely interventions, and deliver coordinated, data driven support to businesses and workers when it matters most.

B.6 Definitions

<u>Term</u>	<u>Definition</u>
Commerce	Florida Department of Commerce. “Department” is used interchangeably.
Commerce Business Hours	Typically, 8:00 AM - 5:00 PM, Monday through Friday, during which time Commerce conducts routine business.
Commerce Non-Business Hours	Typically, Commerce-Observed holidays, weekends, and nighttime frames, 5:01 PM – 7:59 AM, in which Commerce is closed to conducting routine business.

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Commerce-Observed Holidays	<p>The following holidays are currently observed by Commerce. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any holidays fall on a Sunday, the following Monday is observed.</p> <ul style="list-style-type: none"> a. New Year's Day b. Martin Luther King Day c. Memorial Day d. Independence Day e. Labor Day f. Veteran's Day g. Thanksgiving Day h. Friday, following Thanksgiving Day i. Christmas Day
Confidential Information	Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
Contract	A formal written two-party agreement between Commerce and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and Commerce.
Contract Manager	The person designated by Commerce who is charged with monitoring a Contract through the term of the contract and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between Commerce and the Contractor regarding performance issues contained in the Contract.
Contractor	The person or entity that enters into a contract to sell commodities or contractual services to Commerce. As used in this solicitation the term includes subcontractors, used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors

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Contractor Personnel	Persons directly employed by the Contractor or its subcontractors.
Corrective Action Plan (CAP)	A Vendor's written comprehensive plan to remedy deficiencies discovered during any resulting Contract monitoring and/or discovered at any time during the term of any resulting Contract.
Eastern Standard Time (EST)	Eastern Time Zone
Evaluation Methodology	The process utilized by Commerce to evaluate the portions of the Responsive Proposal against pre-determined, established evaluation criteria, in order to determine scores and final ranking of qualified, responsive vendors.
Invoice	Contractor's itemized document stating prices and quantities of goods and/or services delivered, and submitted to Commerce's Contract Manager for verification and payment.
Mandatory Responsiveness Requirements	Terms, conditions, or requirements that must be met by the Respondent to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal.
Minor Irregularity	A variation from the RFP terms and conditions which does not have a significant effect on the price of the Proposal, or the quality of services sought; does not give the Vendor a substantial competitive advantage or benefit not enjoyed by the other Vendors and does not adversely impact the interests of Commerce.
Project Manager	Commerce's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for Commerce as described in the Contract.
Proposal	An offer extended to Commerce in response to a Request for Proposal (RFP). Including the Technical and Cost Proposal, attachments and any supporting documents.
Request for Proposal (RFP)	This method is used when it is necessary to consider factors other than price, the purposes and uses for the contractual service are definable, and it is possible to identify necessary deliverables. Evaluation of Proposals must include, but is not limited to: price, which must be specified in the Proposal; price for each year the

	contract may be renewed, if applicable; total cost for each year of the contract; and, consideration of prior relevant experience of the vendor. The contract will be awarded to the responsible and responsive vendor whose Proposal is most advantageous to the State taking into consideration the price, qualifications, experience, quality, and other criteria set forth in the RFP.
Respondent	The person or entity submitting a proposal in response to a Request for Proposal.
Responsible Respondent	A vendor that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
Responsive Respondent	A vendor that has submitted a Proposal that conforms in all material respects to the solicitation.
State of Florida	"State" will be used interchangeably
Subcontractor	A person or entity under contract with the Contractor that, upon Commerce's approval, provide a service specifically defined and required by the Contractor.
Successful Contractor	A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFP.
Vendor	A person or entity that sells or offers to sell commodities or contractual services.
Vendor Information Portal (VIP)	The system which allows all state agencies to advertise formal solicitations on MyFloridaMarketPlace.com. It also permits registered vendors to receive automatic email notification of solicitation advertisements and addendums to solicitations.
Written Notice	Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.7 Restrictions on Communication with Commerce Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72 hour period following Commerce 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 Purchasing Office named above. Violation of this provision may be grounds for rejecting a proposal.

B.8 Calendar of Events

The anticipated Calendar of Events consists of important actions and dates/times by which the actions must be taken or completed. If Commerce finds it necessary to change any of these dates/times, it will be accomplished by an addendum. Time is stated in terms of Eastern Standard Time (EST) in Tallahassee, Florida.

	Calendar of Events	Date and Time (EST)
1.	Date of Issuance and publication on the Florida Vendor Information Portal (VIP) website at: https://vendor.myfloridamarketplace.com/search/bids	6/16/2026
2.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	6/23/2026 4:30 PM
3.	Anticipated Posting of Questions and Answers to the Florida VIP website (via addendum) at: https://vendor.myfloridamarketplace.com/search/bids	6/30/2026
4	Proposals Due 107 East Madison Street, Caldwell Building Tallahassee, Florida 32399	7/9/2026 2:30 PM
5.	Proposals Opened 107 East Madison Street, Caldwell Building Tallahassee, Florida 32399	7/9/2026 3:00 PM
6.	Anticipated Evaluation of Technical Proposals	7/16/2026
7.	Anticipated Posting of Notice of Intent to Award	7/28/2026
8.	Anticipated Contract Execution	August 2026

B.9 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on Commerce's federally approved cost allocation plan. Because federal funds may be utilized, the resulting Contract shall incorporate all federally required contract provisions set forth in Appendix II to 2 C.F.R. Part 200, including but not limited to, the Prohibition on Certain

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Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216) and Domestic Preferences for Procurements (2 C.F.R. § 200.322).

B.10 Pre-Proposal Conference

This Section is Not Applicable

B.11 Questions *(This section supersedes Section A, PUR 1001, Instruction #5, Questions) (ATTACHMENT J)*

Any questions from Respondents concerning this RFP shall be submitted via email to **Vickie Woodward**, Procurement Officer, at FloridaCommerce.Purchasing@commerce.fl.gov by the date and time specified in Section B.8, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the Procurement Officer should contain the solicitation number in the subject line of the email. Respondent's questions should be submitted in the format included in *Attachment J – Technical Questions Submittal Form*.

This RFP may be amended as necessary to incorporate new information or clarification as it is received, and Contractors are expected to address those changes as more specifically described in future addenda. All addenda, notices of decisions, questions, changes, and other information or clarifications to this RFP will be posted on the Florida VIP as an addendum. **It is the prospective Respondent's responsibility to monitor the Florida VIP for any solicitation updates.** Commerce bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida VIP website.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

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

B.12 Submission of Proposal *(This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)*

Original, hard copies of the sealed Proposals must be submitted and clearly marked with the Title of the Proposal, the solicitation number, Respondent's name, and opening date and time identified on the outside. Proposals must be submitted by U.S. Mail, Courier, or hand delivery to the location indicated in B.8., Calendar of Events. Since the Caldwell Building is a secured facility, please allow sufficient time to gain access into the building. **PROPOSALS SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

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

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

B.13 Withdrawal of Proposal

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A submitted Proposal may be withdrawn, if within 72 hours after the Proposal due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to Commerce.

B.14 Proposal Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The Proposal opening will be held at the time and date specified in Section B.8, Calendar of Events

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

Sealed Proposals received by Commerce in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes (F.S.), once Commerce posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the proposal opening, whichever is earlier.

B.15 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Proposal to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely proposals that do not meet all mandatory requirements of this solicitation, including providing all required information, documents, or materials, will be rejected as non-responsive. Mandatory requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to Commerce. Proposals may be rejected as non-responsive if past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith within the requirements of the Contract.

MANDATORY REQUIREMENTS FOR EVALUATION

1. It is **MANDATORY** that the Respondent submit its Proposal in the format prescribed and within the time frame specified in Section B.8, Calendar of Events.
2. In accordance with the requirements of Sections **B.15, B.38, and B.38.1**, it is **MANDATORY** that the Respondent return the following with their Technical Proposal:
 - one (1) original, signed and sealed Technical Proposal,
 - five (5) paper copies of the signed Technical Proposal and attachments listed below.
 - one (1) electronic copy of the signed Technical Proposal (on USB drive), and
 - one (1) electronic redacted version of the Technical Proposal (on USB drive).

The required attachments for the Technical Proposal include those referenced below:

1. Commerce Solicitation Acknowledgement Form (Cover Page)
2. Attachment A – Reference Form
3. Attachment C – Drug Free Workplace Certification
4. Attachment D – Disclosure Statement/Conflict of Interest

5. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
 6. Attachment F – Certification Regarding Lobbying / Certification for Contracts, Grants, Loans and Cooperative Agreement
 7. Attachment G – List of Subcontractors
 8. Attachment H – Reference Questionnaire
 9. Attachment K – Foreign Country of Concern Attestation
 10. Attachment M – Certification Regarding Scrutinized Companies
 11. Attachment N – Certification Regarding Forced Labor
 12. PUR 7801 – Vendor Certification Form
3. In accordance with the requirements of Section **B.38.2**, it is **MANDATORY** that the Respondent return the following with their Cost Proposal:
- one (1) original, signed and sealed Attachment B, Cost Proposal,
 - two (2) paper copies of the signed Cost Proposal,
 - one (1) electronic copy of the original, signed Cost Proposal (on USB drive), and
 - one (1) electronic redacted version of the Cost Proposal (on USB drive).

The required attachments for the Cost Proposal include those referenced below:

1. Attachment B, Cost Proposal
4. It is **MANDATORY** that the Respondent complies with the following statutory requirements: Chapter 119, F. S.
5. If a Respondent fails to submit all completed documentation with its Proposal, Commerce reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the PROPOSAL has met all other requirements of the solicitation.

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

B.16 Cost of Preparing Respondent’s Proposal

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

B.17 Disclosure and Ownership of Proposals by Commerce

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

B.18 Respondent’s Duties to Assert Exemption from Disclosure as a Public Record

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

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the Florida Accountability Contract Tracking System (FACTS). An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your Proposal to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. Commerce will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(f), F.S., or section 688.002(4), F.S., where identified as such in the proposal, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by Commerce.

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

This Redacted Copy shall contain Commerce’s solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to Commerce at the same time the Respondent submits its proposal to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

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

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

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

B.19 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

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The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.8, Calendar of Events, for a period of 72 hours, excluding weekends and State observed holidays.

1. ANY NOTICE OF PROTEST OR FORMAL WRITTEN PROTEST MUST BE TRANSMITTED BY THE RESPONDENT TO THE AGENCY CLERK AS SET FORTH HEREIN. IN NO EVENT WILL COMMERCE CONSIDER ANY COMMUNICATION MADE BY THE RESPONDENT TO ANY OTHER INDIVIDUAL AT COMMERCE AS A NOTICE OF PROTEST OR A FORMAL WRITTEN PROTEST UNDER S. 120.57(3), F.S.
2. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.
3. Any Respondent who desires to protest Commerce's decision or intended decision must file a protest with the Department's Agency Clerk. Protests may be filed by courier, hand-delivery, or U.S. mail. Protests may also be filed by fax at (850) 921-3230 or by email at agency.clerk@commerce.fl.gov. Any protest concerning the Department's decision or intended decision should be made in accordance with section 120.57(3) and 287.042(2), F.S., and Rule Chapter 28-110, F.A.C., in accordance with the emphasized instructions below, to the agency clerk at the following address:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128

B.20 Number of Awards

Commerce anticipates the issuance of one (1) Contract for the business intelligence and data analytics platform services resulting from this solicitation. Commerce reserves the right to issue multiple contracts if doing so is believed to be advantageous to Commerce and the State. Commerce, at its sole discretion, shall determine whether multiple contracts will be issued.

B.21 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of **36 months**. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within 30 days of contract execution. Pursuant to s. 287.0582, F.S., Commerce and the State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

The anticipated Contract period is from **August 1, 2026 – June 30, 2029**.

B.22 Contract Renewal

Commerce reserves the right to renew the contract resulting from this RFP subject to the terms and conditions set forth in the original Contract and Commerce's determination of satisfactory performance

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by the Contractor. The renewal period may not exceed three (3) years or the term of the original Contract, whichever is longer. Renewals are effective only upon execution of an amendment prior to the expiration of the Contract. Respondent shall include the total cost of each three (3) one-year renewals in its response.

B.23 Type of Contract Contemplated - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$35,000)*

A fixed price Contract is proposed; however, Commerce reserves the right to award another type of contract if doing so is believed to be advantageous to Commerce and the State, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

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

Information on federal procurement regulations, State statutes and rules referred to in this RFP, may be obtained by contacting Commerce's Purchasing Office referred to in Section B.4.

B.24 Proposal Acceptance Period

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

B.25 Firm Proposal - *(This section supersedes Section A, PUR 1001, Instruction #14, Firm Response).*

Any submitted proposal shall remain firm and valid for one hundred eighty (180) days after the proposal submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any proposal within this time period except as described in paragraph B.13. Any proposal that expresses a shorter duration of validity may, in Commerce's sole discretion, be accepted or rejected.

B.26 Disclosure

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

B.27 Laws and Permits

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

B.28 Insurance

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

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

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

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

The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with Commerce. The insurance certificate must name Commerce as an additional insured and identify Commerce's Contract Number. Copies of new insurance certificates must be provided to Commerce's Contract Manager with each insurance renewal.

B.29 Vendor Registration

Prior to entering into a Contract with Commerce, the selected Contractor must be registered with the DMS MyFloridaMarketPlace VIP system. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website at http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:

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Code	Description
80141500	Market research
80141501	Marketing analysis
80141502	Distributive or service trade statistics
81111805	Proprietary or licensed systems maintenance or support
81111806	Database analysis service
81111902	Online database information retrieval service
81121500	Economic analysis
81121504	Economic forecasts
84141701	Business credit gathering or reporting services

B.30 Florida Department of State Registration Requirements

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

B.31 RESERVED

B.32 Contractors and Subcontractors (ATTACHMENT G)

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

B.33 Conflict of Interest

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

B.34 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a proposal or specified to be delivered under a project contract shall be maintained by Commerce and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid

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for in whole or in part by contract funds become the property of Commerce except as may otherwise be provided in the contract.

B.35 Most Favored State Status

The selected Respondent must agree to a most favored state status so that in the event the selected Respondent offers any other State Agency (or Department) more favorable contract terms in relation to reimbursable items and events, or revenue share percentages that the selected Respondent agrees to make those terms available to Commerce at the Commerce's option. Upon execution of the contract, the selected Respondent shall sign a Preferred Pricing Affidavit, as required by section 216.0113, F.S. Following execution of the contract, the selected Respondent shall submit a Preferred Pricing Affidavit annually.

B.36 Submittal Requirements

One (1) original Technical Proposal and five (5) copies thereof shall be bound, enclosed and sealed individually and one (1) electronic copy of the signed original Technical Proposal (on USB drive). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

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

If a Respondent fails to submit the one (1) electronic (i.e., on USB drive), signed copy of its original Technical Proposal or the one (1) electronic (i.e., on USB drive), signed copy of its original Cost Proposal with its Proposal package, Commerce reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the Proposal has met all other requirements of the solicitation.

The Respondent's Technical Proposal shall be packaged separately from its Cost Proposal, or the Proposal package will be rejected.

If Respondent considers any portion of its Technical Proposal or Cost Proposal to be confidential, the Respondent shall submit an USB drive containing one (1) copy of the signed, original Proposal with the confidential information redacted. This USB drive shall be titled "Redacted Copy."

B.37 Elaborate Proposals

It is not necessary to prepare your proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your Proposal shall be prepared in accordance with the instructions herein.

B.38 Instructions for Preparation of the Proposal

This section prescribes the format in which Proposals must be submitted. Additional information deemed appropriate by the Respondent may be included but should be placed within the relevant section. The instructions for this solicitation have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time.

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The Respondent shall not include any references to the Cost Proposal or its content in the Technical Proposal. This includes, but not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

B.38.1 Technical Proposal Format

The Technical Proposal package shall not exceed 50 pages utilizing eight and one-half by eleven inches (8-½" x 11") pages, must be typed in Arial 11, and single-spaced. All pages should be sequentially numbered. It is recognized that existing financial reports, document, or brochures, may not comply with the prescribed format. They will be acceptable in current form and not be reformatted. Figures, charts, and tables should be numbered and referenced by number in the text.

Using the description of work outlined in Section C, Scope of Work, Respondents shall prepare their Technical Proposal package in the order outlined below, with the sections tabbed for ease of identification and review.

The Respondent's Technical Proposal shall be packaged and sealed separately from its Cost Proposal. Failure by the Respondent to submit the "Technical Proposal" sealed separately from the Cost Proposal shall result in the proposal package being deemed non-responsive, and therefore, the proposal will be rejected. Failure of the Respondent to provide any of the information required in the technical proposal portion of the proposal package shall result in a score of zero (0) for that element of the evaluation.

The Technical Proposal shall be organized in TABS as follows:

- **Commerce Solicitation Acknowledgement Form (Cover Sheet)**

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

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

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

Additionally, the Respondent's Technical Proposal will consist of the following and shall follow the format listed below:

- **Tab 1 – Respondent's Structure and Personnel**

The Respondent shall provide a description of the Respondent's corporate structure and that of any proposed subcontractor that includes:

- The organizational structure and management style established to maintain the platform, experience and years in business.

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- Identification of Key Personnel on the organization's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The Respondent should also include this information for any vacant positions anticipated to be filled and used on this project.

- **Tab 2 – Qualifications and Relevant Experience**

Respondent must state its past qualifications and that of any proposed subcontractor related to developing automated solutions for public sector entities and that meet the requirements listed in section C.3, including the results and status of those projects, experience in all aspects of the creation and management of an online portal for public sector entities, and description of services listed in section 3.C, provided to public sector entities.

In describing prior experience, Respondents must address the following areas:

- Describe the ability to deploy and maintain targeted workforce and economic development strategies to create a comprehensive, real-time view of business health of individual businesses, industry sectors, and geographic sectors.
- Provide examples of previous tools developed that successfully aided in the usage and comprehension of the platform.
- Describe the on-going technical assistance provided.
- Describe experience supporting public sector entities, including State agencies, and how the developed solutions improved alignment, communication and operational efficiency.

The Respondent may also describe experience delivering services similar in type and scope to those outlined in the RFP, including project execution, management, and delivery. This includes experience of both the organization and any subcontractors involved. Clearly distinguish whether services were provided by the Respondent or a subcontractor and identify any collaborative work.

If any services will be subcontracted, include a thorough description of the work and the qualifications and experience of each proposed subcontractor.

Respondents must include:

- A description of relevant experience delivering similar services to those discussed in this RFP.
- Duration and locations where similar services have been provided.
- A list of current or past (within the last three (3) years) federal, State, or government contracts, including a summary of the services performed.
- A narrative overview of contract performance.
- Total years of experience in providing the service.
- A description of the associated project(s).
- Whether the service was performed by the Respondent or a subcontractor.
- A clear statement demonstrating the Respondent's capability to meet the requirements of this RFP.

- **Tab 3 – Project Approach and Methodology and Proposed Solution**

Respondent must demonstrate its capabilities and that of any proposed subcontractor and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. Any specific techniques it will use should also be provided.

Additionally, Respondents must provide an overview of the solution that includes:

- Technical specifications and features of the proposed solution.
- Reports available to track individual and aggregate business information, as described in section C.3.
- System Integration Requirements.
- How data will be shared between the Respondent and Commerce.
- A business model for contract administration, system implementation, and support services.

Respondent shall provide a narrative that fully describes the Proposed Solution and its supporting services and how it meets the requirements of this RFP, including all requirements listed in section C.3.

The Respondent shall demonstrate full commitment to the project by proactively engaging in all phases of planning, execution, and delivery, ensuring timely communication, adherence to agreed-upon timelines, and consistent delivery of high-quality work in alignment with project goals and expectations.

- **Tab 5 – Attachments**

Proposals to this RFP must include the following documents and certifications:

1. Attachment A – Reference Form
2. Attachment C – Drug Free Workplace Certification
3. Attachment D – Disclosure Statement/Conflict of Interest
4. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
5. Attachment F – Certification Regarding Lobbying / Certification for Contracts, Grants, Loans and Cooperative Agreement
6. Attachment G – List of Subcontractors
7. Attachment H – Reference Questionnaire
8. Attachment K – Foreign Country of Concern Attestation
9. Attachment L – Proposal Package Checklist, **optional**
10. Attachment M – Certification Regarding Scrutinized Companies
11. Attachment N – Certification Regarding Forced Labor
12. Certified Business Enterprise (CBE) certification, if applicable.
13. Exhibit A – State Project Plan
14. PUR 7801 – Vendor Certification Form

- **Tab 6 - Duty of Continuing Disclosure of Legal Proceedings**

- If applicable, Respondent must disclose, as part of its Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (“Proceeding”) involving Respondent (and each subcontractor) in a written statement

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to Commerce. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.

- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.
- Respondent shall promptly notify Commerce of any Proceeding relating to or affecting the Respondent or subcontractors' business. If the existence of such Proceeding causes Commerce concern that Respondent or subcontractors' ability or willingness to perform the Contract is jeopardized, Respondent shall be required to provide Commerce all reasonable assurances requested by Commerce to demonstrate that:
- Respondent will be able to perform this Contract in accordance with its terms and conditions, and
- Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceedings.

B.38.2 Cost Proposal Submittal (ATTACHMENT B)

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

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's Proposal hereto, including, but not limited to, Respondent's furnishing the necessary personnel and labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees, miscellaneous expenses and the application of all multiples (i.e., overhead, fringe benefits, etc.), travel, and incidental expenses.

Failure by the Respondent to complete and submit **Attachment B**, Cost Proposal, and provide a cost on Attachment B shall result in the Proposal being deemed non-responsive, and therefore, the Proposal will be rejected. **Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

B.39 Past Performance References (ATTACHMENT A / ATTACHMENT H)

In the spaces provided on **Attachment A**, the Respondent must list three (3) separate clients, other than Commerce, for which work similar to that specified in this solicitation has been performed for a period of at least three (3) years. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Do not include confidential clients. **Do not** list Commerce as a client reference. Proposals that list Commerce as a client reference will result in the Respondent receiving a score of zero (0) points for the Past Performance References section of the evaluation criteria.

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

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

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If Respondents submit a Proposal as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during Commerce Business hours. Commerce will attempt to contact two (2) of the Respondent's references for verification in **Attachment H** and may contact the third reference if either of the first two references do not respond.

Commerce shall reject the Respondent's Proposal as non-responsive if the Respondent fails to completely provide the required information for a minimum of three separate clients in the spaces provided on **Attachment A**.

B.39.1 Reference Questionnaire (Attachment H)

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

All references must be provided using the form provided in **Attachment H**, Reference Questionnaire. References that are not completed as required will be considered non-responsive and will not be evaluated. The Respondent is solely responsible for obtaining the fully completed reference questionnaires and for including them within the Respondent's sealed Technical Proposal by the submission deadline.

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

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

Commerce will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. Commerce will not evaluate more than the number of required references indicated above. Commerce reserves the right to contact references directly to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification of Proposals in the evaluation and scoring of references. Commerce will make a reasonable effort to contact references, if required;

however, Commerce is under no obligation to directly contact references or to clarify any reference information.

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

Commerce shall reject the Respondent's Proposal as non-responsive if the Respondent fails to completely provide the required information for a minimum of three separate clients in the spaces provided on Attachment A.

B.40 State Project Plan (Exhibit A)

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

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

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the

Commerce solicitation number, the project title, and the prime contractor with whom the company intends to subcontract.

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

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

B.41 RFP Process

The RFP process is conducted in two sequential phases: first the Proposal Preparation Phase, and second the Evaluation Phase.

1. **In the Proposal Preparation Phase**, the Respondents will prepare and submit a Proposal to the Procurement Officer based on the requirements identified in Section C, Scope of Work, of this RFP and any addenda to the RFP.
2. **In the Evaluation Phase**, an evaluation team will evaluate and score the Proposals according to the evaluation criteria contained in the RFP, and Commerce will then post the Department's agency decision, as set out in Section B.8, Calendar of Events.

B.42 Evaluation Criteria (ATTACHMENT I)

1. Commerce reserves the right to accept or reject any or all Proposals received and reserves the right to make an award without further discussion or evaluation of the Proposals submitted.
2. Non-responsive Proposals shall include, but not be limited to, those that:
 - a. Fail to meet any statutory requirements;
 - b. Are irregular or are not in conformance with the requirements and instructions contained herein;
 - c. Fail to utilize or complete prescribed forms; or
 - d. Have improper or undated signatures.

A NON-RESPONSIVE PROPOSALS WILL NOT BE CONSIDERED UNLESS, IN COMMERCE'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE PROPOSALS BY COMMERCE AND CAN BE EASILY AND QUICKLEY REMEDIED.

3. In determining whether a Respondent is responsible, Commerce may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which Commerce determines to be required to assure performance of the Contract. Commerce may deem the Respondent as non-responsible.
4. Evaluation Criteria

Commerce's Evaluators will independently evaluate each Proposal in accordance with the following Evaluation Criteria, per Attachment I:

EVALUATION CRITERIA	Maximum Score
A. Technical Response	130
• Respondent's Structure and Personnel	20
• Qualifications and Relevant Experience	30
• Project Approach and Methodology and Proposed Solution	80
B. Past Performance References	40
C. Cost Proposal	30
MAXIMUM POINTS AVAILABLE	200

5. Evaluation Committee

The Evaluation Committee will evaluate RFP Proposals and assign points based on the criteria described in Attachment I, Evaluation Criteria, to assure RFP Proposals are uniformly rated. Total possible points for the evaluation phase of the RFP are 200.

Each Evaluation Committee member will prepare the initial RFP Proposal evaluations independently. Commerce reserves the right to shortlist Respondents deemed to be in the competitive range. A shortlist of Respondents may be generated, if applicable, based on these scores, 150-200 for the Technical Proposal and Cost Proposal of this RFP. The top three (3) ranked Respondents may be selected for the shortlist in the solicitation evaluation phase. Commerce reserves the right to shortlist more Respondents if it is deemed in the best interest of the State.

Each Proposal will be reviewed by at least three (3) evaluators who will independently score the Proposal based on the criteria contained in Attachment I. The Purchasing Office identified in Section B.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references to obtain the past performance reviews. The scores for the past performance reviews, cost, and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Purchasing Office will average the total point scores to convert to average rank, for each Proposal for all evaluators. The Purchasing Office shall present the average rankings to the program area and the Department's Secretary, or designee, who will then determine the recommended contract award or the short list of Respondents to participate in oral discussions.

Respondents will be ranked numerically (1, 2, 3, etc.) from highest to lowest order based on the overall Technical Proposal, Cost Proposal, and Past Performances score average. The Respondents selected for the shortlist will be posted on the VIP system at the following website URL address: <https://vendor.myfloridamarketplace.com/search/bids>.

For example:

<u>Respondent</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company B	100	1
Company A	90	2
Company C	80	3.5*
Company E	80	3.5*
Company D	75	5

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

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

B.43 Notice of Intent to Award

Upon completion of the evaluations, the Contractor, if awarded, shall be awarded to the responsible and responsive Respondent(s) whose Proposal is determined to be the most advantageous to Commerce. Upon consideration of the recommendation, the Department's Secretary, or designee, shall make the award decision. Commerce reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

Commerce's intended award decision will be posted for 72 hours on the VIP system at the following website URL address: <https://vendor.myfloridamarketplace.com/search/bids>.

B.44 Identical Tie Proposals

If Proposals which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- i. Proposals that certify a drug-free workplace has been implemented in accordance with section 287.087, F.S.;
- ii. In accordance with section 287.057(12), F.S., which states that "if two equal responses to a solicitation or a request for quote are received and one response is from a certified business enterprise, the agency shall enter into a contract with the certified business enterprise";
- iii. If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what Commerce deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts;
- iv. If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers); and Proposals that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S..

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

All Proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. Commerce Vendor Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Proposals (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent's Proposal.

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

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

B.46 Trade Names

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

B.47 Visitor Badge to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's badge at the security desk on the first floor Madison and Monroe Street entrance. This visitor's badge must be displayed at all times while inside the building. Please allow enough time to obtain a badge if hand delivering your proposal to the Purchasing Office. The official date and time of receipt is the date and time the proposal is stamped as received by the Purchasing Office. Visitors must be accompanied by Commerce staff at all times while inside the building and upon conclusion of the visit, they must be escorted to the same location in which they entered.

B.48 Employment of Commerce Personnel

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

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

B.49 Respondent's Responsibility

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

B.50 Accessible Electronic Information Technology

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

B.51 Value Added Services – Innovative Ideas

Any Value-Added Services offered by the Respondent, if accepted by the Department, will become a requirement(s) of the resulting Contract. The Respondent's Proposal shall include a detailed description

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of any Value-Added Services the Respondent is offering the Department. Innovative ideas, new concepts, and partnership arrangements other than those presented in this RFP, will be considered. Value -Added Services are to be provided at no cost to the Department and shall be in addition to those services sought specifically in this RFP. The Department is interested in any proposed Value-Added Services which would assist it in accomplishing the goals of this RFP; however, all Value -Added Services which would benefit the Department will be considered.

For example, these might include unique business features, special services, offer costs or shared savings, discounts or terms and conditions specific to each Respondent.

Additional costs or shared savings associated with value added services or innovative ideas should not be shown on Attachment B, Cost Proposal, but rather included as an Innovative Ideas Attachment (with cost options) within the Technical Proposal if selected.

B.52 Strict Enforcement

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

B.53 E-Verify

In accordance with Section 448.095, F.S., the Contractor and its subcontractors must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Failure to comply will result in immediate termination of the Contract.

B.54 Scrutinized Companies (ATTACHMENT M)

Pursuant to Section 287.135, F.S., at the time a company submits a bid, the company must certify that it is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List. If the bid is for \$1 million or more, the company must also certify it is not on the Scrutinized Companies with Activities in Sudan List or the Iran Petroleum Energy Sector List.

B.55 Forced Labor (ATTACHMENT N)

In accordance with Section 287.1346, Florida Statutes, companies are hereby informed that a company on the forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency. Any contract entered into or renewed on or after July 1, 2024, for the provision of commodities will include a provision that allows for the termination of such contract at the option of the awarding agency if the company is placed on the forced labor vendor list. At the time of submitting a bid, Respondents must provide a written certification from a member of the company's senior management regarding forced labor.

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SECTION C

SCOPE OF WORK

C.1 Purpose

Commerce seeks the services of a Contractor to provide a business intelligence platform that will encompass a range of features that support the State's statewide workforce development system. This includes robust data with analytical tools that identify individual businesses at risk for layoffs, as well as individual businesses experiencing growth that could benefit from workforce development services. The platform must be able to provide all elements listed in Section C.3. The platform will serve as an business outreach tool with real-time data and data visualization capabilities, industry sector and trend analysis, and workforce research functionalities, thus enabling the workforce development system to identify eligible businesses and cohorts for workforce development programs, with the ultimate goal of preventing layoffs and minimizing unemployment.

Additionally, to meet the State's needs effectively, service Contractor must be able to provide in-person content-based support for users to assist their ability to access relevant data and analyses, as well as create desk aids for users who have access to the platform and to produce detailed reports that:

- Distinguish growing, stable and declining/at-risk individual businesses.
- Identify foreign-owned businesses prone to workforce instability.
- Provide detailed and current information such as addresses, industry codes, and employment data.
- Offer insights into industry and location-specific trends.
- Generate targeted outreach strategies and technical assistance.
- Run real-time reports and queries using data described in Section C.3.a , or comparable, data.
- Help prioritize engagement efforts with various workforce programs.

C.2 Background/Overview

The Workforce Innovation and Opportunity Act (WIOA) strengthens the public workforce system by aligning training, education and employment services to meet the need of businesses and job seekers. As part of WIOA, Rapid Response provides immediate, coordinated assistance to businesses and workers impacted by layoffs, closures or disasters. These activities focus on early employer engagement, timely worker outreach and strategies that reduce the duration and impact of job loss. Rapid Response helps to stabilize businesses, support impacted workers and promote economic resilience statewide. Additionally, WIOA mandates the implementation of strategies through the workforce development system to avert layoffs.

The State Rapid Response Program seeks to procure a business intelligence platform to enhance the state's ability to analyze business conditions and determine appropriate services for employers at risk of layoffs or workforce disruption. This platform will support data driven decision making by integrating real time business indicators, employer health and industry trends. This investment strengthens the capacity of the State's workforce development system to support economic stability and respond proactively to business and workforce challenges.

C.3 Contractor's Responsibilities

Deliverable 1 – Advanced Business Intelligence and Analytic Tools Platform

a. Task No. 1 – Advanced Business Intelligence and Analytics Tools

Contractor must provide an advanced business intelligence and analytics online platform, available 24 hours per day. Planned interruptions for updates shall take place outside of Commerce Business Hours.

The advanced business intelligence and analytics platform must contain all of the following elements:

- 1) Robust data that reflect the stability, growth, and risk of individual businesses/employers, labor market information (current, past and projected), demographic and economic factors, and other relevant information.
- 2) Comprehensive Employer Intelligence & Business Health Indicators that provide employer-level business performance health indicators, including stability, risk, and predictive analytics identifying businesses likely to experience workforce instability, stagnation or growth.
- 3) Industry and Geography Specific Labor Market Insights that include employment trends, growth and decline patterns, and sector-based risk indicators.
- 4) Employer Profiles with Verified Business Attributes that include physical addresses, industry codes: North American Industry Classification System (NAICS), employment estimates, business size, and multi-location information.
- 5) Predictive Analytics for Layoff Aversion and Workforce Instability, i.e., a predictive model that identifies businesses at risk of layoffs, closures or workforce disruptions over time.
- 6) Integrated Business Engagement Targeting Tools that enable users to filter, segment and prioritize employers based on risk level and industry, size, geography and hiring trends.

b. Task No. 2 – Technical Requirements

Contractor's platform must contain the following technical capabilities:

- 1) Intuitive Data Visualization and Dashboarding Tools that include interactive dashboards, charts and visualizations to allow users to explore business trends, employer health and regional economic indicators.
- 2) Real Time and Regularly Updated Business & Labor Market Data, i.e., frequently updated business intelligence data, including employment trends, business openings/closures and economic indicators updated at least once a month.

c. Task No. 3 – Support and Technical Assistance

- 1) Contractor shall provide access to designated Commerce staff, as well as staff of CareerSource Florida and all Local Workforce Development Boards, with configurable role-based permissions.
- 2) Contractor shall provide support and technical assistance to users during scheduled monthly meetings and when needed to discuss concerns or issues.
- 3) Contractor shall create documents such as desk aids and step-by-step guides to assist current and new users.

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C.4 Deliverables, Tasks, Performance Measures and Financial Consequences

The following deliverable table is provided to track performance measures and financial consequences.

Deliverable No. 1 – Advanced Business Intelligence and Analytic Tools Platform		
Tasks	Performance Measures	Financial Consequences
Contractor shall provide an online platform as described in section C.3.a.	Contractor shall maintain the advanced business intelligence and analytics tools listed in Section C.3.a, 24 hours per day.	Failure to provide any one of the five tools listed in section C.3.a for more than one business day shall result in a deduction of one percent (1%) of the deliverable cost per business day. Any interruption of service that lasts more than one business day will result in a pro-rata deduction of two percent (2%) per day and will cover the Consequences listed under Task 1.
Contractor shall provide an online platform that meets the technical requirements described in section C.3.b.	Contractor shall maintain the technical requirements described in Section C.3.b, 24 hours per day.	Failure to complete any of these activities within the designated timeline will result in a deduction of one percent (1%) of the deliverable cost per business day: 1) maintain data visualization and dashboarding for more than one business day; or 2) update business or labor market data within two business days of issuance by the U.S. Department of Labor or Commerce. Any interruption of service that lasts more than one business day will result in a pro-rata deduction of two percent (2%) per day and will cover the Consequences listed under Task 2.
Contractor shall provide support and technical assistance to platform users as described in section C.3.c.	Contractor shall provide available staff to users during Commerce Business Hours to provide technical assistance and support as needed.	Failure to complete any of these activities within the designated timeline will result in a deduction of one percent (1%) of the deliverable cost per business day: 1) provide access to designated user within one business day; or 2) attend scheduled monthly meeting; or 3) respond to Commerce user within one business day of request for assistance. Any interruption of service that lasts more than one business day will result in a pro-rata deduction of two percent (2%) per day and will cover the Consequences listed under Task 3.
Deliverable No. 1 - \$ Cost		

C.5 RESERVED

C.6 RESERVED

C.7 Staffing Levels

The Contractor's proposed staff and organization must be sufficient to provide the required services throughout the Contract. The proposed individual's skill level must be consistent with the contractor's proposed tool and services. The proposed staff résumés must be provided and must reflect experience with projects of a similar size and complexity. The contractor must be able to maintain services and respond to issues in a timely manner.

Contractor is required to maintain sufficient staffing levels, staff qualifications, skills, knowledge, and abilities for the duration of this Contract to ensure services are provided in a quality, timely, and efficient manner.

C.8 Professional Qualifications

This Section is Not Applicable

C.9 Staffing Changes

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

C.10 Background Screening

This Section is Not Applicable

C.11 Service Times

Contractor shall maintain hours of operation during Commerce Business Hours (8:00 A.M. EST and 5:00 P.M. EST, Monday through Friday), not including any federal or State recognized holidays, or State or Commerce declared emergencies/office closures. During the hours of operation, Contractor shall have the appropriate number of staff to handle service calls.

C.12 Contract Document

The interpretation and performance of this Contract, and all transactions under it shall be governed by the laws of the State. The contract documents shall include terms and conditions of this RFP, any addenda, response, and the Commerce Vendor Core Contract.

C.13 Contract Extension

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

meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

Commerce may extend the Contract for a period not to exceed six (6) months. Only one extension of a contract is permissible unless the failure to satisfy the terms and conditions of the contract is due to circumstances beyond the control of the Contractor.

1. The Program Office is responsible for adequately planning for the issuance of a renewal, or a new Contract in a timely manner; however, there are circumstances where an extension may be necessary.
2. When an extension is necessary, Commerce Contract Manager must document the need for the extension and an evaluation of the Contractor performance in the contract file. The Contractor's performance must meet one of the following statements:
 - a. The Contractor's performance is satisfactory and there are no current performance deficiencies.
 - b. Some performance improvement is needed; however, the Contractor's performance is satisfactory to the extent an extension of the Contract is appropriate.
3. Contracts procured by Emergency Procurement may not be extended.

C.14 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Commerce is responsible for all payments under this Contract. Payment may be made up front for the purchase of the platform. Any advance or up-front payment for the software platform is contingent upon prior written approval from the Department of Financial Services (DFS) Bureau of Auditing, pursuant to Section 215.422(15), F.S., Rule 69I-40.120(3), F.A.C., and the Reference Guide for State Expenditures.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal identification Number (FEIN). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract. Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), F. S.

C.15 Commerce Responsibilities

In addition to other requirements set forth in this Scope of Work, Commerce is responsible for the following:

1. Designate respective representatives for coordination, communication, and management of the project.
2. Schedule monthly technical assistance call in collaboration with Contractor.
3. Collaborate with the Contractor to resolve implementation concerns.
4. Conduct any legally required coordination, communication, and document distribution with any entities external to Commerce, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required.
5. Be available for consultation throughout the Contract term.

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

6. Review and approve the assignment of all key personnel, both initially proposed and any subsequent changes.

C.16 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.4, Deliverable, Tasks Performance Measures and Financial Consequences, and Section C.3 Contractor Responsibilities, of this Scope of Work will result in substantial injury to Commerce and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but if Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.4.

If Contractor has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, then Commerce, in Commerce's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the corrective action plan.

This provision for financial consequences shall in no manner affect Commerce's right to terminate the Contract as provided elsewhere in Commerce's Vendor Core Contract.

C.17 Liquidated Damages upon Contract Termination

Commerce is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by Commerce for cause, Contractor shall be liable to Commerce for amount to be determined in final contract negotiations for each calendar day after termination, up to 60 days, for Commerce's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.15) prior to termination. These liquidated damages provision addresses only the cost to Commerce for re-procurement of these services and does not limit Commerce's ability to pursue other damages it incurs as a result of Contractor's breach.

C.18 Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to Commerce's Contract Manager within 24 chronological hours.

C.19 Confidentiality and Safeguarding Information

If applicable, Contractor may have access to confidential information during the course of performing the services described in this RFP. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by Commerce upon awarding the services described in this RFP. The Contractor's confidentiality procedures must be approved by Commerce and must comply with all State and Federal confidentiality requirements, including but not limited to section 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, F.S.

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

C.20 Change of Ownership

If a change of ownership of the company is anticipated during the 12 months following the RFP Technical Proposal due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.21 Ownership and Intellectual Property Rights

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

C.22 Errors and Omissions Insurance

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. The Contractor shall provide Commerce with a Certificate of Insurance (COI) demonstrating that the required E&O coverage is active prior to contract execution. Commerce shall not be named as an additional insured on the professional liability/E&O policy. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

C.23 Performance Bond

This section is Not Applicable.

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SECTION D
COMMERCE VENDOR CORE CONTRACT

The proposed contract language contained in Commerce's Vendor Core Contract should be reviewed by all Respondents. In responding to Commerce solicitation **27-RFP-003-VW**, Respondent agrees to accept the terms and conditions of Commerce's Vendor Core Contract. Respondent has read and understands these contract terms and conditions, and the submission is made in conformance with those terms and conditions.

Commerce reserves the right to make modifications to this Contract if it is deemed to be in the best interest of Commerce or the State.

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

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list three (3) separate and verifiable clients, other than Commerce, for which work similar to that specified in this solicitation has been performed for a period of at least three (3) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** Confidential clients shall not be included. **DO NOT LIST Commerce WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

***Authorized Representative's Signature and Date**

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

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

ATTACHMENT B COST PROPOSAL

Respondent shall complete all sections of the Cost Proposal (Attachment B). Failure by the Respondent to complete and submit all sections of the Cost Proposal shall result in the proposal being deemed non-responsive, and therefore, the proposal will be rejected. Commerce reserves the right at its sole discretion to select the option that is most advantageous to Commerce and the State.

	<u>Initial Contract Period</u>			<u>Renewal</u>		
	Year 1 SFY 26/27	Year 2 SFY 27/28	Year 3 SFY 28/29	Year 1 SFY 29/30	Year 2 SFY 30/31	Year 3 SFY 31/32
Deliverable 1 - Advanced Business Intelligence and Analytics Platform						

Initial Contract Period Total (Year 1 + Year 2 + Year 3) \$ _____

GRAND TOTAL _____
(Initial 3 year contract period subtotal + individual renewal year totals)

Respondent Name: _____

***Authorized Representative's Signature and Date**

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

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

ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal 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 Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

***Authorized Representative's Signature and Date**

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

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

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

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

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

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

The following persons have sought to influence Commerce in this procurement on behalf of the Respondent:

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

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

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

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

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

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

INSTRUCTIONS

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

CERTIFICATION

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or agency.

2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature and Date**

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

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

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

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

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

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

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

***Authorized Representatives Signature and Date**

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

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

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their Proposal a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in similar scope/services as required by this RFP and is qualified to provide the services for which it is listed.

In the event that no subcontractor will be used, this list shall be returned indicating “No Subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED: ☐

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

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

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

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

***Authorized Representative’s Signature and Date**

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

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

**ATTACHMENT H
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of Commerce:

1. **Describe the work the contractor performed for your company. If the company provided a business intelligence and analytics platform for your company, please identify which of the following components were provided:** employer-level intelligence and business health indicators; industry and geography-specific labor market insights; employer profiles; analytics for workforce instability and potential layoffs; targeting tools that identify employers based on risk level, industry, geography and hiring trends. (Use additional pages if needed.)

2. How well did the contractor adhere to the agreed upon schedule?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

3. How would you rate the contractor's quality of work?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

5. How would you rate the contractor's use of appropriate equipment and methods?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 point; Poor = 1 points. _____

Score _____

Reference's Signature _____ Date _____

**ATTACHMENT I
EVALUATION CRITERIA**

EVALUATION CRITERIA	Score Range (Proposals for this section will be based on the following ranges)	MAXIMUM POINTS AVAILABLE
A. Technical Response Submittal (TABs 1 – 3)		130
Respondent's Structure and Personnel as Defined in Section B.38.1 Tab 1		20
<ul style="list-style-type: none"> How well does this section of the proposal describe Respondent and any proposed subcontractor's corporate structure and personnel related to developing automated solutions for public sector entities and that meet the requirements listed in section C.3? 	Excellent: 16-20 Good: 11-15 Fair: 8-10 Poor: 3-7 Insufficient: 1-2 Unsatisfactory: 0	
Qualifications and Relevant Experience as Defined in Section B.38.1 Tab 2		30
<ul style="list-style-type: none"> How well does the proposal demonstrate the Respondent's overall capabilities to accomplish all the services requested? What is the level of project expertise and experience the Respondent has over similar projects as documented by comparable projects? What are the level of results (if any) the Respondent has over similar projects? 	Excellent: 24-30 Good: 18-23 Fair: 12-17 Poor: 6-11 Insufficient: 1-5 Unsatisfactory: 0	
Project Approach and Methodology and Proposed Solution as Defined in Section B.38.1 Tab 3		80
<ul style="list-style-type: none"> How does the Respondent's recommended project approach meet Commerce's expectations and address all the requirements? How did the Respondent identify all risks associated with the Project and identify any industry standards for minimizing these risks or action required by Commerce or stakeholders? How did the Respondent's timeline and project schedule meet the requirements of Commerce? How does the proposed Solution include all the features described in Section C.3? Does the proposed Solution have the capability of adding additional programs that may be needed in the future? How does the proposed Solution include all the data and technical capabilities described in Section C.3? 	Excellent: 61-80 Good: 41-60 Fair: 29-40 Poor: 9-28 Insufficient: 1-8 Unsatisfactory: 0	
B. Past Performance / References as Defined in Section B.38.1 Tab 5	Excellent: 31-40 Good: 21-30 Fair: 15-20 Poor: 5-14 Insufficient: 1 - 4 Unsatisfactory: 0	40
C. Cost Proposal*- see formula below		30
D. Total Possible Points for the Response Submittal		200 Points

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

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

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

A = Lowest responsive Cost Proposal

B = Actual responsive Cost Proposal for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Proposal (= 30 points)

P = Points Awarded to each of the other Respondents

Evaluation Team members will independently assign a numerical score, using no fractions or decimals, for responses to Attachment I – Evaluation Criteria, Section A. Technical Response Submittal and Section B. Past Performance References.

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The table below provides the scoring guidelines to be used by Evaluation Team members when assigning scores.

Scoring Table	
Scoring Guidelines Description	Assessment
The Proposal for this criterion demonstrates and/or indicates extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not find any significant limitations or concerns.	Excellent
The Proposal for this criterion demonstrates and/or indicates clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator found only minor limitations or concerns.	Good
The Proposal for this criterion demonstrates and/or indicates a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of sufficient experience in some areas. The Evaluator found notable limitations or concerns.	Fair
The Proposal for this criterion demonstrates and/or indicates a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator found serious flaws and concerns.	Poor
The Proposal for this criterion demonstrates and/or indicates a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience. The evaluator found there was an incomprehensible approach to complete the project and a significant lack of understanding, experience, and skills.	Insufficient
The Proposal for this criterion was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable or not addressed at all.	Unsatisfactory

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ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM

Respondents shall complete this form based on their questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in B.11. The electronic response must be submitted as a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	RFP Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature and Date**

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

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

ATTACHMENT K
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ATTACHMENT L
PROPOSAL PACKAGE CHECKLIST

To ensure that your proposal package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its proposal, Commerce reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the proposal has met all other requirements of the solicitation.

Check off each of the following:

- ____ 1. The Commerce Solicitation Acknowledgement Form has been completed, manually/electronically signed, and enclosed in the original proposal.

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

- ____ 2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the proposal.

- ____ 3. The Cost Proposal (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the proposal. The authorized representative must have the authority to bind the Respondent.

- ____ 4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) Lobbying Form (Attachment F), and Foreign Country of Concern Attestation (Attachment K), Certification Regarding Scrutinized Companies (Attachment M), Certification Regarding Forces Labor (Attachment N), and the Vendor Certification Form (PUR 7801) have been read, completed, signed, and enclosed in the original proposal, if applicable.

- ____ 5. The Certified Business Enterprise Certificate (CBE) has been attached if applicable.

- ____ 6. The Respondent's proposal addresses how it will support, Exhibit A, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

- ____ 7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

- ____ 8. The <https://vendor.myfloridamarketplace.com/search/bids> website has been checked and any Addendums posted have been reviewed.

- ____ 9. The original proposal must be received, at the location specified, prior to the Proposal Opening Date and Time designated in the Request for Proposal Document.

- ____ 10. The Respondent shall submit one (1) signed original Technical Proposal and five (5) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original Technical

Proposal (on USB drive). The original shall be labeled "Original Technical Proposal" and all copies shall be labeled "Technical Proposal Copy." The original and copies may then be submitted together.

- ___11. The Respondent shall submit one (1) signed original Cost Proposal and two (2) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed Cost Proposal (on USB drive). The original shall be labeled "Original Cost Proposal" and all copies shall be labeled "Cost Proposal Copy." The original and copies may then be submitted together.
- ___12. If Respondent considers any portion of its proposal to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the proposal titled "Redacted Copy" on USB drive.
- ___13. On the lower left-hand corner of the envelope transmitting your original Proposal, write in the following information:

Solicitation Number: **27-RFP-003-VW**

Title: **Advanced Business Intelligence and Analytics Platform**

Proposal Opening Date & Time: **July 9, 3:00 PM EST**

ATTACHMENT M
CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Respondent Name: _____
FEIN: _____

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal 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 proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Furthermore, if the contract is for goods or services of \$1 million or more, the company may not bid on, submit a proposal for, or enter into or renew a contract if the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria.

CERTIFICATION:

By my signature below, I hereby certify that I am duly authorized to bind the Respondent, and that the Respondent:

1. Is not participating in a boycott of Israel; AND
2. Is not on the Scrutinized Companies that Boycott Israel List.

For Bids of \$1 Million or More:

If the Bid is \$1,000,000 or more, by my signature below, I also certify that the Respondent:

3. Is not on the Scrutinized Companies with Activities in Sudan List; AND
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; AND
5. Is not engaged in business operations in Cuba or Syria

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Authorized Representative's Signature

Typed Name and Title of Authorized Representative

Date

ATTACHMENT N
CERTIFICATION REGARDING FORCED LABOR

Respondent Name: _____
FEIN: _____

Pursuant to Section 287.1346, Florida Statutes, at the time a company submits a bid, proposal, or reply for a contract and before the company enters into or renews a contract with an agency for the provision of commodities, a member of the company's senior management must certify, in writing, that to the best of his or her knowledge the commodities such company is offering to the agency have not been produced, in whole or in part, by forced labor.

CERTIFICATION:

By my signature below, I hereby certify that I am a member of the Respondent's senior management and that I am duly authorized to bind the Respondent. I further certify that, to the best of my knowledge, the commodities the Respondent is offering to the Florida Department of Commerce in response to this solicitation have **not** been produced, in whole or in part, by forced labor.

I understand that pursuant to Section 287.1346, Florida Statutes, the submission of a false certification may subject the company to a fine of \$1,000 or an amount equal to 20 percent of the value of the commodity provided to the agency under the contract, whichever is greater, and placement on the forced labor vendor list.

Authorized Representative's Signature

Typed Name and Title of Authorized Representative

Date