

**INVITATION TO NEGOTIATE (ITN) 2021-01**  
**ENTERPRISE PAYROLL/HUMAN RESOURCES SYSTEM**  
**for**  
**FLORIDA HOUSING FINANCE CORPORATION**

**December 7, 2020**

## **SECTION ONE INTRODUCTION**

Florida Housing Finance Corporation (“Florida Housing”) is soliciting competitive, sealed responses from qualified firms to provide an Enterprise Payroll/Human Resources System in accordance with the terms and conditions set forth in this Invitation to Negotiate (ITN), and any other term and condition in any contract subsequently awarded. Respondents will be selected and determined through Florida Housing’s review of each response, considering the factors identified in this ITN. Florida Housing expects to select one or more Respondents that propose to provide all of the services specified in this ITN.

## **SECTION TWO DEFINITIONS**

For purposes of this document, the following terms will be defined as follows:

|                   |   |
|-------------------|---|
| “BAFO”            | Best and Final Offer.   |
| “Board”           | The Board of Directors of Florida Housing Finance Corporation.  |
| “Committee”       | The review committee composed only of employees of Florida Housing that is established pursuant to Rule 67-49.007, Fla. Admin. Code.                    |
| “Contractor”      | A person or entity providing the professional services described in Section Four of this ITN.   |
| “Days”            | Calendar days, unless otherwise specified.  |
| “Effective Date”  | The date the last party signs the contract that is awarded as a result of this ITN.   |
| “Florida Housing” | Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.                  |
| “ITN”             | This ITN, including all exhibits referenced in this document and all other documents incorporated by reference.   |
| “Respondent”      | Any person or entity who has the capability in all respects to perform fully the requirements contained in this ITN and submits a response to this ITN. |
| “Response”        | The written submission by a Respondent to this ITN.   |

|           |   |
|-----------|---|
| “SQSO”    | Statement of Qualifications and Services Offered.   |
| “Website” | The Florida Housing Finance Corporation website, the URL of which is <a href="http://www.floridahousing.org">www.floridahousing.org</a> . |

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. This ITN includes a multi-stage process of Contractor selection. In the first stage, Respondents will submit an initial Response called a Statement of Qualifications and Services Offered (SQSO). These Responses will be scored, and the review committee will select one or more Respondents to enter into a negotiation phase. Following the negotiation process, each Respondent will submit firm, final written offers (Best and Final Offer or BAFO). For both types of Responses, the Respondent will submit their Response to:

<https://www.floridahousing.org/legal/procurements/ITN-2021-01-Document-Upload>

Florida Housing must receive the entire Response on or before 2:00 p.m., Eastern Time, as Responses will be opened at that time. Any Responses received after the deadline will be considered non-responsive. One complete copy of the response in PDF format is preferred, unless specified otherwise in Section Six below, and the file name ought to contain a reference to both the solicitation number (ITN 2021-01) and the name of the Respondent. Please note that the site will ask for the Respondent's contact information and the solicitation number prior to being able to upload the Response. Florida Housing will not accept a mailed, e-mailed or faxed Response.

B. This ITN does not commit Florida Housing to award a contract to any Respondent or to pay any costs incurred in the preparation or mailing of a Response.

C. All services under the contract awarded are to be performed solely by the Contractor, unless subcontracted or assigned with the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this ITN;
3. Obtain information concerning any or all Respondents from any source;
4. Request an oral interview before the Board from any or all Respondents;
5. Select for contract negotiation or for award a Response other than (or in addition to) that with the highest score in order to serve the best interests of Florida Housing and the public; and

6. Negotiate with the successful Respondent with respect to any additional terms or conditions of the contract.

E. Any interested party may submit any question regarding this ITN in writing via e-mail to the Contract Administrator at [Contract.Admin@floridahousing.org](mailto:Contract.Admin@floridahousing.org). All questions must be submitted no later than 2:00 p.m., Eastern Time, on December 16, 2020. Phone calls will not be accepted. Florida Housing expects to respond to all questions in writing by 5:00 p.m., Eastern Time, on December 18, 2020. Florida Housing will post a copy of all questions received and the corresponding answers on Florida Housing's website at:

<http://www.floridahousing.org/legal/procurements/invitations-to-negotiate>.

Only written responses or statements from the Contract Administrator that are posted on our website will bind Florida Housing. No other means of communication, whether oral or written, may be construed as an official response or statement from Florida Housing.

F. The SQSO must be submitted no later than 2:00 p.m., Eastern Time, on January 13, 2021. **NOTE:** SQSOs are not public records subject to the provisions of section 119.07(1), Fla. Stat., until such time as the Corporation provides notice of a decision pursuant to section 120.57(3)(a), Fla. Stat., or as provided in Section 119.071(1), Fla Stat.

G. Demonstrations and Negotiations with selected Respondents will occur between February 8 - 12, 2021.

H. The BAFO from Respondents selected for negotiations must be submitted no later than 2:00 p.m., Eastern Time, on February 17, 2021.

I. Between the release of the solicitation and the end of the 72-hour period following the posting of the notice of intended award, respondents to this solicitation or persons acting on their behalf may not contact any member of Florida Housing's Board of Directors or any Florida Housing employee concerning any aspect of this solicitation, except in writing to the Contract Administrator. Violation of this provision may be grounds for rejecting a response.

J. Any person who wishes to protest the specifications of this ITN must file a protest in compliance with Section 120.57(3), Fla. Stat., and Rule Chapter 28-110, Fla. Admin. Code. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., will constitute a waiver of proceedings under Chapter 120, Fla. Stat.

K. The term of the contract will be for five years, subject to satisfactory performance at the sole discretion of Florida Housing. If the parties mutually agree in writing, the contract may be renewed once for an additional five years.

L. Florida Housing is not required to use the services of any selected Contractor or to assign any work to such provider, and may terminate the contract with any selected Contractor without cause and without penalty.

M. Pursuant to Rule 67-49.004, Fla. Admin. Code, Florida Housing may modify the terms of the ITN at any point prior to the due date for Responses. A notice of such modification will be posted on Florida Housing's Website. Any Respondent will have at least seven days from the date of the posting of the notice of the modification to submit or modify its Response.

N. The terms of this ITN, and any modifications thereto, will be incorporated into any contract offered as a result of this ITN. Failure of a successful Respondent to accept these obligations in the final contract may result in cancellation of the award.

## **SECTION FOUR SCOPE OF SERVICES**

### **A. Overall Features**

#### **1. General System Features**

- a. The system must be accessible via both personal computers and all common mobile devices.
- b. System must be able to be fully managed and accessed by web-based browser interface.
- c. System must be compatible with the MS Office 365 version of MS Office. System must be able to generate or export reports in MS Excel compatible format.
- d. System must have capability to import all available data from the current payroll/human resources system currently used by Florida Housing, if applicable.
- e. System must demonstrate industry best-practices in the security and protection of all personally identifiable information. Contractor must provide proof of internal and external audits within the most recent twelve months measuring security practices.
- f. Customizable home screen for posting general information and updates for all employees preferred;
- g. Audit trails for all data changes and inputs. Audit trail reports should include, at a minimum, date and time of the change, username or ID of person making the change, value prior to change, and value after change;
- h. Online help screens for all screens and processes.

#### **2. Business Continuity**

- a. The Contractor must have a documented business continuity plan in place that provides contingency plans for a variety of disasters including, but not limited to, hurricane, fire, pandemic, and instances of terrorism.

b. The Contractor must demonstrate or provide documentation of testing the ability to provide all services in the event of major disruption of the infrastructure hosting the service, including total destruction of primary data center facilities.

3. Conversion Training – The Contractor will provide training and training materials for supervisors and employees on the time and attendance module and for any areas of the system that employees may access. The Contractor will also provide separate, on-site and in-depth training for human resources and finance department staff who will handle the administration of the system.

#### 4. Customer Support

a. A dedicated customer service representative and a designated back-up available during normal business hours of 8 a.m. to 6 p.m. Eastern Time is required.

b. Additional customer support options such as online chat with a representative, email communication, and/or others is preferred.

#### 5. System Access

a. The system must have configurable security levels based on role, level or other criteria to manage security and user access to data within the system; and

b. Capability to restrict access to certain fields and/or screens.

c. Control of user security by the administrative user rather than reliance on the Contractor is preferred.

#### 6. Reporting

Unless identified as a preferred item, the system must provide the following:

a. Flexible access to and reporting from the raw data contained in the system, either via remote query or ad-hoc import and manipulation of data into analysis tools such as MS Excel; and

b. Robust reporting capabilities for both standard and custom reports.

c. Reporting on all fields that exist in the data dictionary is preferred.

d. Flexibility for defining selection criteria, data ranges, sorting and grouping options and report output to enable users to tailor information to their specific needs is preferred.

e. Ability to handle consolidated reporting across payroll and HR data is preferred.

f. Ability to provide both historical and point-in-time reporting is preferred.

## **B. Human Resources Information System**

### **1. General System Administration**

Unless identified as a preferred item, the system must provide the following:

- a. Easy, intuitive navigation;
- b. Integration among all modules;
- c. Capacity to handle data and documents for current and former employees;
- d. Capacity to handle varied work schedules and employee pay types, i.e. salaried, hourly, contracted, part-time, full-time;
- e. Customizable and standard workflow processes;
- f. Customizable e-mail and text alert notifications is preferred; and
- g. Capability to track and send alerts regarding important employee milestones, including but not limited to eligibility for benefits and other events is preferred.
- h. Ability to track I-9 and criminal records information is preferred.

### **2. Employee Access**

Unless identified as a preferred item, the system must provide the following:

- a. Ability to view the user's pay statements and W-2 forms;
- b. Ability for new hires to enter their own data, e.g. personal data, beneficiary information, emergency contact information, Equal Employment Opportunity (EEO) race, direct deposit information;
- c. Prohibits employees from making unauthorized changes;
- d. Ability to apply for open positions;
- e. Access to view real-time leave balances; and
- f. Ability to enroll in training opportunities, with a built-in supervisory approval step is preferred.

### 3. Supervisory Functions

The system must provide the following capabilities for supervisors:

- a. Review and approve general employee requests such as training, time off, time cards, and others;
- b. Override and update an approval action when necessary; and
- c. Access subordinates' non-confidential personnel records and information including, but not limited to: emergency contact addresses and phone numbers, performance evaluations, and training records.

### 4. Recruitment and Employee Selection

Unless identified as a preferred item, the system must provide the following:

- a. Electronic employment application;
- b. Customizable templates for job announcements;
- c. Ability to upload job announcements to major online recruitment sites;
- d. Track applicants from application time to final disposition, e.g. hired, not hired, rejected offer;
- e. Ability to communicate with applicants through recruitment portal is preferred;
- f. Ability to identify multiple applicants to send group notifications regarding their status;
- g. Customizable templates for communication with applicants; and
- h. Ability to transition applicant information for new hires into the human resources system.

### 5. Position Control and Budgeting

The system must provide the following:

- a. Customizable forms, tables, and entries to support position control and budgeting;
- b. A dedicated or custom field for position number;
- c. Ability to manage salaries, pay grades, job classes;



- d. Classify positions as Exempt or Non-Exempt;
- e. Entry and tracking of all employee actions, including but not limited to status changes, new hires, position establishment, leaves, promotions, and transfers;
- f. Production of customizable organizational charts; and
- g. A position budget and/or cost allocation function.

6. Compensation

The system must provide the following:

- a. Ability to track employee salaries and position/status changes over time;
- b. Analytical reports for budget and compensation studies and analysis;
- c. Ability to enter and track temporary pay rates;
- d. Reports showing the full cost of pay and benefits; and
- e. Ability to report on all current and historical compensation actions.

7. History and Recordkeeping – The human resources information system must provide the following in order to assist Florida Housing with maintaining a comprehensive human resource history:

- a. Generation of a permanent employee number for each Florida Housing staff member; migration of existing employee numbers with continuation of those numbers for new employees preferred.
- b. Unlimited history for each employee;
- c. Ability to future-date employee actions; and
- d. Ability to extract complete employee data and files upon termination of contract at no additional cost to Florida Housing.

**C. Payroll Processing**

Unless identified as a preferred item, the system must provide the following capabilities:

- 1. Accurately and timely process biweekly payrolls based on timeframe designated by Florida Housing;

2. Allow for ad-hoc or additional payrolls, e.g. a special payroll for bonuses or posting taxable benefits;
3. Allow for one-time adjustments to pay and deductions;
4. Provide a “net to gross” calculation;
5. Allow for input of manually prepared checks;
6. Calculate and process overtime as appropriate for non-exempt employees;
7. Use most currently available tax tables and rates;
8. Perform year-end corrections/adjustments as needed up to cut-off time for year-end W-2 generation;
9. Provide W-2 forms to Florida Housing staff no later than the second pay date in January;
10. Provide the ability to view current and historical W-2 information;
11. Make deductions for multiple timeframes, e.g. one-time, recurring, or term (meaning a specified number of pay periods) is preferred;
12. Allocate pay and/or hours of an employee among an unlimited number of departments;
13. Automated deduction of taxable and non-taxable payments for insurance, FSA, HSA, individual retirement accounts, retirement plan loans, and other potential deductions;
14. Unlimited earning and deduction codes;
15. Unlimited direct deposits for salary payments;
16. Transmit direct deposits to the correct bank accounts on the pay date;
17. Timely and accurately remit all payroll taxes to the appropriate federal and state agencies on a biweekly basis; and
18. Provide for unlimited taxable and non-taxable payments to employees, e.g. travel or cell phone reimbursements, bonuses, leave payouts, and other potential payments.
19. The preparation of quarterly/annual forms for submission to appropriate organizations by required deadlines, e.g. pension census information is preferred.

## **D. Time and Attendance**

### **1. Time and Attendance General Requirements**

Unless identified as a preferred item, the system must provide the following capabilities:

- a. System features that support compliance with the Federal Fair Labor Standards Act regarding reporting of employee work hours;
- b. Allows employees to post their time worked or use of leave on a daily basis;
- c. Allows employees to enter, review and edit their leave requests;
- d. Allow exempt employees to enter leave used without being required to go through a request and approval process;
- e. Automatically update leave balances at the time of employee entry is preferred;
- f. Shows leave accruals and balances on the employee's pay statement;
- g. Allows supervisors or other designated managers to edit and certify subordinates' reported time;
- h. Allows supervisors to review and approve leave requests;
- i. Allows supervisors to review and approve timesheets and leave requests from mobile devices at no additional cost is preferred;
- j. Allows Florida Housing to establish a management approval hierarchy;
- k. Shows employees and supervisors a list of approved and pending leave requests;
- l. Automates the leave accrual process;
- m. Automates transfer of time and attendance data to payroll module; and
- n. Allows users to view previous timecards for a minimum period of three years.

2. Time Categories – Florida Housing currently uses and tracks the following categories. These categories must be integrated into the solution, and the system must be capable of adding new types of leave, if necessary.

- a. Hours Worked

- b. Paid Leave
    - i. Vacation Leave
    - ii. Sick Leave
    - iii. Personal Leave
    - iv. Holiday Leave
    - v. Administrative Leave (multiple types)
    - vi. Volunteer Leave
  - c. Paid Holidays
    - i. Allow creation of a customized holiday listing;
    - ii. Allow designation of alternate holiday dates if a holiday falls on a non-work day; and
    - iii. Allow for the addition of extra holidays as determined by management.
  - d. Unpaid Leave
3. Accruals – The solution must be able to accommodate multiple levels of accruals. Currently, leave accruals are based on the position type and the employee’s years of service, but the new solution must be customizable to allow for the rounding of time and additional accrual options, e.g., a reduction in accrual based on the number of unpaid leave hours used in a pay period.

## **E. Learning Management System (LMS)**

A solution that includes an LMS is required and must have the following capabilities, unless identified as a preferred item:

- 1. Ability to track an employee’s certifications, degrees, and other related information;
- 2. Capability to schedule, enroll, track, and approve employee training;
- 3. Maintain historical records of employee training;
- 4. The ability to host training programs on the system;
- 5. Access to a training library with pre-set courses available is preferred; and
- 6. The ability to track employee training status, e.g. pending, initiated, completed.

## **SECTION FIVE CERTIFICATION**

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in Section Six, subsection I, of this ITN, each Respondent certifies that:

A. The Respondent submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response will be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this ITN is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, but only after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 30 days after the Response is opened, whichever is earlier.

C. The Respondent, if awarded a contract under this ITN, will comply with Section 420.512(5), Fla. Stat. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(33), Fla. Stat.

D. The Respondent further affirms it is in compliance with Section 420.512(5)(c), Fla. Stat.

E. The Respondent is in compliance with Section 287.133(2)(a), Fla. Stat.

F. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

G. The Respondent understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

H. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent, if awarded a contract under this RFQ, will be required to comply with public records laws, specifically to:

1. Keep and maintain public records required by Florida Housing to perform the service.

2. Upon request from Florida Housing’s custodian of public records, provide Florida Housing with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to Florida Housing.

4. Upon completion of the contract, transfer, at no cost, to Florida Housing all public records in possession of the contractor or keep and maintain public records required by Florida Housing to perform the service. If the contractor transfers all public records to Florida Housing upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Florida Housing, upon request from Florida Housing's custodian of public records, in a format that is compatible with Florida Housing's information technology systems.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph will only apply if and when the Contractor is acting on behalf of Florida Housing.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**

I. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in the contract that results from this ITN, unless that Respondent has Florida Housing's written consent after Florida Housing has been fully informed of such activities in writing.

J. The Respondent acknowledges that if awarded a contract it will be prohibited from engaging in any actual, apparent, or potential conflict of interest. Should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of the contract and prior to the conclusion of the contract, the Respondent will provide written notification (Notice of Conflict of Interest) to Florida Housing's Contract Administrator within 10 working days for review by Florida Housing's Executive Director in consultation with their Ethics Officer. If the Respondent is found to be in non-compliance with this provision, any compensation received in connection with this contract will be subject to forfeiture to Florida Housing.

K. The Respondent, in submitting this Response, acknowledges and agrees that the terms and conditions of this ITN, as well as any modifications thereto, will be incorporated into any contract offered as a result of this ITN.

L. CERTIFICATION STATEMENT:

**THE FOLLOWING WILL BE REPEATED IN THE RESPONDENT’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE RESPONDENT. THIS IS A MANDATORY ITEM. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE, EXACTLY AS STATED AND WITHOUT ANY ADDITIONS, DELETIONS OR CAVEAT LANGUAGE, WILL RESULT IN REJECTION OF THE RESPONSE.**

“I agree to abide by all conditions of ITN 2021-01 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Respondent and that I am in compliance with all requirements of the ITN, including but not limited to, the certification requirements stated in Section Five of this ITN.”

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Authorized Signature

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Print Name and Title

**SECTION SIX  
INFORMATION TO BE PROVIDED IN SQSO**

In providing the following information, restate each item and sub-item (with its letter and number). Responses to the items must be included immediately after the restated items without any reference to an appendix.

A. COVER LETTER

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information.

1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person, who will be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.

2. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Respondent.

B. GENERAL INFORMATION

1. Describe the Respondent’s ability to be accessible to Florida Housing staff, availability for meetings, and consultation.

2. Is the Respondent likely to merge or be acquired in the short term?

3. Describe how long the system maintains pay history for current and former customers.

#### C. EXPERIENCE AND RESOURCES

1. Describe the Respondent's experience providing the services or engaging in activities as they relate to the work being requested in this Request for Proposals.

2. What is the Respondent's average client size?

3. How does the Respondent distinguish themselves from their competition?

4. Describe any system enhancements that are planned for the next three years.

5. Describe the impact that system enhancements and upgrades have on any client customizations, if any.

#### D. ENTERPRISE PAYROLL/HUMAN RESOURCES SYSTEM

1. Describe in detail how the Respondent will provide each of the items and sub-items as outlined in Section Four, Scope of Services.

2. Provide the Respondent's transition plan for the new system to include detail on how existing information will be transferred.

#### E. FEES

Provide the proposed fee to be charged in connection with the services described in Section Four of this ITN for a period of five years. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

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F. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of ITN 2021-01, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

G. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of ITN 2021-01, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

H. CERTIFICATION (Mandatory Item)

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS ITN BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION SEVEN  
INFORMATION TO BE PROVIDED DURING DEMONSTRATIONS AND  
NEGOTIATIONS**

Respondents selected for negotiations must be prepared to discuss the ITN, their SQSO responses, and provide a demonstration of their solution. The negotiation session will not be open to the public; however, they are recorded for public records purposes in accordance with s. 119.071, Fla. Stat. Discussions which are considered confidential or trade secret must be clearly denoted by the Respondent during their presentations.

## **SECTION EIGHT INFORMATION TO BE PROVIDED IN BAFO**

In providing the following information, restate each item and sub-item (with its letter and number), limit your Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix. Respondents should use the 'track changes' feature of Word and Excel to show changes made from the SQSO.

### **A. GENERAL INFORMATION**

1. Describe the Respondent's ability to be accessible to Florida Housing staff, availability for meetings, and consultation.
2. Is the Respondent likely to merge or be acquired in the short term?
3. Describe how long the system maintains pay history for current and former customers.

### **B. EXPERIENCE AND RESOURCES**

1. Describe the Respondent's experience providing the services or engaging in activities as they relate to the work being requested in this Request for Proposals.
2. Provide the most recent attestation report, in accordance with the Statement on Standards for Attestation Engagements No. 18 Reporting on Controls at a Service Organization, or superseding guidance, addressing controls at the organization relevant to the organization's processing for Florida Housing.

This report, at a minimum, a SOC I Type II report, must be submitted to Florida Housing's contracts administrator at least annually for each year, or partial year, of the contract term. The report must cover, at a minimum, six months of the Florida Housing fiscal year (January through December) being audited. If a minimum of six months of the Florida Housing fiscal year is not covered by the report, a bridge letter for the period not covered must be provided to Florida Housing's contracts administrator upon issuance but must be provided no later than March 31 of each calendar year.

3. Provide the Respondent's certificate(s) of professional liability insurance, including cybercrime coverage.
4. What is the Respondent's average client size?
5. How does the Respondent distinguish themselves from their competition?
6. Describe any system enhancements that are planned for the next three years.

7. Describe the impact that system enhancements and upgrades have on any client customizations, if any.

C. ENTERPRISE PAYROLL/ HUMAN RESOURCES SYSTEM

1. Describe in detail how the Respondent will provide each of the items and sub-items as outlined in Section Four, Scope of Services.

2. Provide the Respondent’s transition plan for the new system to include detail on how existing information will be transferred.

D. FEES

Provide the proposed fee to be charged in connection with the services described in Section Four of this ITN for a period of five years. Fees proposed must include all charges relating to the services required under the contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. No costs will be reimbursed under the contract.

*FINAL FEE SCHEDULE WILL BE SUBJECT TO NEGOTIATION.*

E. DRUG-FREE WORKPLACE

If the Respondent has implemented a drug-free workplace program, the Respondent must submit the following certification indicating that it meets all of the requirements of Section 287.087, Fla. Stat.:

I hereby certify on behalf of the Respondent, under the terms of ITN 2021-01, that the Respondent has implemented a drug-free workplace program pursuant to Section 287.087, Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

F. MINORITY BUSINESS ENTERPRISE

If the Respondent is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Respondent must submit the following certification:

I hereby certify on behalf of the Respondent, under the terms of ITN 2021-01, that the Respondent is a “minority business enterprise” as defined in Section 288.703(3), Fla. Stat.

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**G. CERTIFICATION (Mandatory Item)**

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS ITN BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION NINE  
EVALUATION PROCESS**

The individual Committee members will independently evaluate each of the Responses by reviewing the answers to each of the items identified in Sections Six and Eight of this ITN and assigning points up to the maximum points allowed for each item. The points available for items in Section Six are to be evaluated are as follows:

**STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED (SQSO)**

| <u>Item Reference</u>                              | <u>Maximum Points</u> |
|--|-----------------------|
| B. General Information.....                        | 5                     |
| C. Experience and Resources .....                  | 20                    |
| D. Enterprise Payroll/Human Resources System ..... | 50                    |
| E. Fees .....                                      | 25                    |
| <b>Total Points Available.....</b>                 | <b>100</b>            |

For the SQSO Price Proposals, the Respondent with the lowest proposed total cost will receive the maximum allowable points (25 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

|   |   |   |   |    |   |   |
|---|---|---|---|----|---|---|
| $\frac{\text{Lowest Proposed Total Cost}}{\text{Current Respondent's Proposed Total Cost}}$ | = | % | x | 25 | = | Total Points Awarded<br>for that "Total Cost"<br>(Rounded to the nearest<br>whole number) |
|---|---|---|---|----|---|---|

Following the receipt of SQSOs, the Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations of which Respondents will move forward to negotiations. The Committee's recommendation will be based on the cumulative scoring and information gathered from the non-scored items.

**BEST AND FINAL OFFER (BAFO)**

| <u>Item Reference</u>                              | <u>Maximum Points</u> |
|--|-----------------------|
| A. General Information.....                        | 5                     |
| B. Experience and Resources .....                  | 20                    |
| C. Enterprise Payroll/Human Resources System ..... | 50                    |
| D. Fees .....                                      | 25                    |
| <b>Total Points Available.....</b>                 | <b>100</b>            |

For the BAFO Price Proposals, the Respondent with the lowest proposed total cost will receive the maximum allowable points (25 points). The remaining respondents will receive a percentage of the maximum points, rounded to the nearest whole number, based on the following formula:

|  |   |   |   |    |   |   |
|--|---|---|---|----|---|---|
| Lowest Proposed Total Cost               | = | % | x | 25 | = | Total Points Awarded<br>for that “Total Cost”<br>(Rounded to the nearest<br>whole number) |
| ÷  |   |   |   |    |   |   |
| Current Respondent’s Proposed Total Cost |   |   |   |    |   |   |

Following the receipt of the BAFOs, the Committee will conduct one or more public meetings during which members will discuss their evaluations and develop a recommendation or series of recommendations to the Board. The Committee’s recommendation will be based on the cumulative scoring and information gathered from the non-scored items. The Board may use the Responses, the Committee’s scoring, the non-scored items in the Responses, any other information or recommendation provided by the Committee or staff, and any other information the Board deems relevant in its selection of Respondents to whom to award a contract.

In the event of a tie, Florida Housing will give preference in the award process to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing will give preference to minority business enterprises as defined in Section 288.703, Fla. Stat.

**SECTION TEN  
AWARD PROCESS**

Florida Housing will provide notice of its decision, or intended decision, for this ITN on Florida Housing’s Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat. or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat.