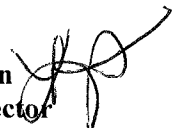


TO: Members
FROM: Kerrie Stillman 
Executive Director
DATE: February 27, 2025
RE: Spending Authorization for E-Filing Call Center (RFP #950)

Once again, the Commission will be working with nearly 40,000 reporting individuals who have an annual filing requirement due July 1. Last year was the first year the Electronic Financial Disclosure Management System (EFDMS) was the repository for both Form 6 and Form 1 disclosures.

As a part of implementing the customer service component of e-filing last year, we recognized the need for additional staffing to handle the call volume concerning any login issues and common Form 1 questions encountered in EFDMS by nearly 35,775 Form 1 filers. Last year, the Commission utilized a Request for Information (RFI) and a Request for Quote (RFQ) process to select our vendor because we did not have any information regarding possible call volume or duration of calls for assistance. The RFI was sent to 3 companies for response. Based on the RFI process, we then sent an RFQ to the 3 companies. Ultimately, a company was selected and successfully completed the Call Center work.

In 2025, we again require additional staffing and flexibility with staffing levels to meet call demand and provide support to Form 1 filers during the annual disclosure season. Although the Commission had the option to renew the contract with our 2024 vendor, we decided to issue a Request For Proposal (RFP #950) this year because with one year of experience under our belt, including metrics on call volume and duration, we wanted to make sure we had the best possible solution, at the best possible value for taxpayers.

With the assistance of Office of Legislative Services (OLS) Purchasing Office, we developed RFP #950 (attached) and provided the RFP to five vendors and posted the RFP on the OLS purchasing website. The Commission received responses from three vendors and used the consensus scoring method to evaluate their written, technical proposals, presentations, and references. Once the scoring on the technical evaluation was completed and submitted to the OLS Purchasing Office, the Commission's team was provided with the total scoring for each vendor, including cost scoring that was conducted by OLS Purchasing.

ROI CX Solutions (ROI CX) had the highest total score (see attached proposal and scoring results).

Based on the thorough evaluation provided during the RFP process, we are confident in the ability of ROI CX to timely deliver the quality call center required to assist the Commission in aiding Form 1 filers in 2025 and place reminder calls to individuals who have not filed. The ROI CX's detail proposal demonstrated an understanding of the Commission's requirements. Their team is highly skilled and experienced in implementing successful call centers for both public

and private sector clients. They plan to utilize representatives located in the United States. Their team will also consist of an experienced Project Manager to work directly with the Commission's staff. The Project Manager will be our point of contact and oversee the Call Center staff and technology required to implement the project and scale staffing according to call volume.

Excellence in assisting reporting individuals with their Form 1 disclosure is something the Commission is known for and is the expectation when public officers and employees contact us for assistance. Based on ROI CX's response to the RFP, we are confident their trained call center representatives will be able to meet the challenge of assisting disclosure filers with technical support for login issues, as well as provide accurate information regarding the requirements for properly completing the form.

The seasonal nature of the contractual engagement and caliber of call center representatives required for the project, as well as the technical requirements, the total cost of our project based on a start date of May 1, and ending no later than August 29, 2025, the total cost for an engagement with ROI CX Solutions would be \$262,416.

My spending authority is limited to \$10,000. I ask the Commission's approval to engage in contract finalizing the contract (see attached) and approve the expenditure of funds based on the RFP, using the Commission's carryforward funds. Attached for your information is the RFP including the base contract, final scores, and ROI CX Solutions' Proposal.

Total Technical, Reference and Cost Scores

Proposer #	Proposer	Total Technical Score	Cost	Total Technical/Cost Score	Ranking
1	MCI BPO (Tmone)	82.00	14.18	96.18	2
2	ROI CX Solutions	88.00	20.00	108.00	1
3	Strada	27.00	9.07	36.07	3

REQUEST FOR PROPOSAL
RFP #950
FOR
CUSTOMER SERVICE CALL CENTER

Proposals to be opened by the
Office of Legislative Services
Purchasing Office
111 West Madison Street, Room 874
Tallahassee, Florida 32399-1400

At 3:00 p.m., February 17, 2025

Name of Proposer _____

Address _____

City _____ State _____ Zip Code _____

Signature _____

(Authorized Officer)

(Printed or typed name)

F.E.I.D. _____ Date _____

Telephone Number (_____) _____

Email Address: _____

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SECTION 1: INTRODUCTION

Florida Legislature (“Legislature”), Office of Legislative Services (“OLS”) on behalf of the Florida Commission on Ethics (“Commission”), is requesting competitive sealed proposals, for Professional Staffing services of a Customer Service Call Center (“Call Center”) as described in the Scope of Services (“Services”), Section 2, of this Request for Proposal (“RFP”).

The term “Proposal” means a response submitted by a Proposer to this RFP. The terms “Proposer” and “Contractor” are used interchangeably herein with Proposer being a vendor who submits a Proposal and Contractor referring to the awarded vendor, if any, pursuant to this RFP.

The term “Contract” means the written agreement to provide the Services specified herein to the Commission, a draft of which is attached to this RFP as Attachment J.

1.1 Objective

The objective of this RFP is for the Commission to enter into a Contract, attached as Attachment J, for Professional Staffing and Management of a Call Center that will facilitate calls and inquiries regarding the Commission’s Electronic Financial Disclosure Management System (EFDMS) that now requires reporting individuals to use an online filing system in lieu of the prior paper filing system. The Commission seeks to enter into a fair, competitive, and reasonable contract with a responsive and responsible Proposer whose written Proposal is determined to be the most advantageous to the State of Florida, taking into consideration the Proposer’s qualifications, price, other criteria set forth in the RFP, and any other information known to the Commission that demonstrates the Proposer’s experience and competence to provide the Services required herein. As detailed below, the Commission will also take into account information provided by Vendor Presentations to the Commission expounding upon the capabilities, qualifications, and expertise of the Proposers, in addition to the evaluation criteria listed below in this RFP.

1.2 RFP Coordinator

The RFP Coordinator is the sole point of contact for information regarding this RFP from the date of release of the RFP until the Commission’s issuance of the Notice of Intent to Award, which will be posted on the website at: www.leg.state.fl.us/purchasing/RFP950 as indicated in the Schedule of Events.

All communication concerning this RFP must be directed **by email only** to the RFP Coordinator of the OLS Purchasing Office listed below. **Please do not contact the RFP Coordinator by phone.** Unauthorized contact regarding this RFP with any other legislative or Commission employee can result in disqualification. There should be no oral communications with OLS or any other legislative or Commission employee during the solicitation and any such oral communication will be considered *unofficial and nonbinding* to the Commission.

The RFP Coordinator is:

Theresa Dollar
Office of Legislative Services, Purchasing Office
OLS-PurchasingBids@leg.state.fl.us

Neither the RFP Coordinator nor the Legislature are interested parties for purposes of this procurement. The RFP Coordinator’s role is to assist in facilitating the procurement on behalf of the Commission. Neither the RFP Coordinator nor the Legislature shall have any role in evaluating Proposals submitted by Proposers as part of this process or in any other decision relating to the issuance of an award or negotiation of a Contract with an awarded vendor. The Commission retains all decision-making authority with respect to this procurement.

1.3 Questions

Questions seeking additional information or clarification may be submitted in writing to the RFP Coordinator and received no later than the deadline in the Schedule of Events, listed in Section 1.5 below. Written answers to all questions will be posted on the website at: www.leg.state.fl.us/purchasing/RFP950 as indicated in the Schedule of Events. Questions shall be submitted **via email only to the RFP Coordinator**.

All Proposer questions shall indicate the following in the subject line of the email:

QUESTIONS RFP 950 - Customer Service Call Center

Questions must be submitted in the following format:

Question #	RFP Section #	RFP Page #	Question

1.4 Must, Shall, Will and Is Required

Although this solicitation uses terms such as “must,” “shall,” “will,” and “is required” and may define certain items as requirements, the Commission reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Commission determines that it is in the best interest of the State of Florida to do so. However, failure to provide requested information may result in the rejection of a Proposal. There is no guarantee that the Commission will waive an omission or deviation, or that any Proposal containing a deviation or omission will be considered for an award.

1.5 Schedule of Events

Issuance of RFP	January 30, 2025
Last Date to Submit Written Questions	February 6, 2025

Anticipated Posting of Answers on Website at www.leg.state.fl.us/purchasing/RFP950	February 7, 2025
Proposals Due by 3:00 p.m. for Opening	February 17, 2025
Presentations on Proposals to the Commission	February 20, 2025
Anticipated Completion of Evaluation	February 27, 2025
Anticipated Notice of Intent to Award	March 7, 2025
Anticipated Contract Execution	March 31, 2025

1.6 Official Notices or Amendments to the Solicitation Documents

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the website at www.leg.state.fl.us/purchasing/RFP950.

The RFP Coordinator will post addenda to the RFP documents, including timeline updates on the website listed above.

IT IS THE SOLE RESPONSIBILITY OF PROPOSERS TO CHECK THIS WEBSITE FOR INFORMATION AND UPDATES.

SECTION 2: SCOPE OF SERVICES

2.1 Background

The Commission consists of nine-members with a staff of approximately twenty-five employees located in Tallahassee. The Commission functions as an independent commission responsible for investigating and issuing public reports on complaints of breach of the public trust by public officers and employees. The Commission is also responsible for implementing the State's financial disclosure laws and administering and overseeing the financial disclosure filing process. The Commission assists individual filers (Filers) which consist of constitutional officers, state officers, state employees, local officers, local employees, and other persons designated by law, to timely file required financial disclosure forms annually, and at other times required by statute.

The Commission's mandatory, secure, web-based, e-filing system called the Electronic Financial Disclosure Management System (EFDMS) is where public officers and employees who are required to file annual financial disclosure forms. In 2024, the first year the EFDMS went live for Form 1 filers, the Commission contracted with a vendor to establish a call center to answer calls and assist Filers with the online filing process.

Below are the details of the services provided in 2024:

- # of staff and positions for the Call Center: [10 Call Center Representatives and 1 Project Manager
- Call wait times averaged: 5.57 seconds
- Average call time: 8.10 minutes (See table below)
- Commission staff trained the vendor's staff via video conference, for a period of one week. The comprehensive training encompassed information about the Form 1, EFDMS training, including basic technical troubleshooting, as well as accessing the manual.
- The Vendor's system had the ability to track call metrics. Filers would call the Commission's 800 number and were automatically transferred to the Call Center when they followed the prompt to identify as a Form 1 filer.
- CCRs used a Manual, provided by the Commission to answer the most common questions asked about filing the Form 1
- Topics not covered in the Manual or questions that became legally or financially complex were escalated to COE staff by creating a ticket via the Commission's LIM system.
- CCRs documented calls with filers in the Commission's EFDMS system
- Weekly and sometimes daily updates on call metrics provided information regarding staffing levels for the coming weeks/days.
- CCRs made outbound calls after the filing deadline to alert late filers of their filing obligation.

Weekly Call Center Statistics from the 2024 Commission on Ethics (COE) Electronic Financial Disclosure Filing Call Center					
Week Beginning	Calls Answered by Call Center	Average Call Handling Time (Minutes)	Escalations from Call Center to COE	Calls Handled Without COE	Outbound Calls Made by Call Center
04/28/2024	287	8.37	38	87%	4
05/05/2024	482	7.37	65	87%	0
05/12/2024	310	7.14	52	83%	0
05/19/2024	309	8.50	53	83%	0
05/26/2024	758	8.01	88	88%	4
06/02/2024	934	8.01	85	91%	1
06/09/2024	907	9.04	119	87%	2
06/16/2024	617	8.38	73	88%	1
06/23/2024	1253	8.19	153	88%	3
06/30/2024	409	7.37	49	88%	3
07/07/2024	399	7.05	38	90%	0
07/14/2024	171	8.25	15	91%	0
07/21/2024	263	8.03	24	91%	0
07/28/2024	301	7.45	33	89%	1
08/04/2024	300	9.35	53	82%	1250
08/11/2024	250	8.10	37	85%	1024
08/18/2024	249	8.29	23	91%	454
08/25/2024	277	8.03	19	93%	66
09/01/2024	195	9.50	28	86%	0
09/08/2024	99	8.20	24	76%	135
09/15/2024	73	7.49	19	74%	268
Totals	8843	8.10	1088	88%	3216

2.2 Minimum Requirements for Call Center

The Call Center will answer calls to aid Filers with the EFDMS online filing process for 2025. Proposers shall be Florida based and can have staff work remotely or at the Proposer's site. Nonemployee facing resources must be based in the United States. The Proposer's Professional Staff will not be based at the Commission's office.

The Call Center must be able to meet the following minimum requirements and specifications:

- Telephone technology that can handle transferred calls from the Commission as well as direct incoming calls.
- The ability for Call Center Representatives to access the Legislature's VPN and the internet to operate within the Commission's EFDMS and call tracking systems.
- The ability for Call Center Representatives to access EFDMS from various internet browsing platforms.
- The ability to make outgoing calls that display "Commission on Ethics" as the caller ID tag on recipients' phones, to remind individuals to file their Form 1.
- Call monitoring and call recording technology for quality control.
- Report call stats daily and weekly to the Commission.
- Increase or decrease staffing levels based on metrics.

2.3 Professional Staff Services (Services)

The Commission anticipates needing the following full-time Professional Staff resources to assist Filers during the filing period as described below:

A **Project Manager** for coordination and stability of the project, including the day-to-day management of the call center and its staff, including but not limited to maintaining adequate staffing levels, ensuring that all staff have the necessary tools and training to perform according to the Contract, collecting all information necessary to perform required background checks before employees start, and effectively and efficiently escalating any issues that need to be brought to the attention of the Commission's Contract Manager. **Call Center Representatives** that will handle Filer inquiries, including, but not limited to basic filing inquiries; EFDMS login inquiries; inquiries related to filing status changes; EFDMS system navigation inquiries; EFDMS document uploading inquiries; and other Filer or EFDMS system issues that arise.

The Project Manager and the Customer Service Hotline Representatives must be able to begin providing Services in accordance with the chart below. However, the Commission may negotiate for a start date earlier or later if required.

Position	To Start No Later Than	Duration – No Later Than
Project Manager	May 1, 2025	August 29, 2025
Call Center Representatives Representatives	May 8, 2025	August 29, 2025

The Professional Staff will work eight (8) hour days, five (5) days a week, during traditional business hours, Monday-Friday (8:00am to 5:00pm EST), excluding State holidays, until dismissal by the Commission or a modified work schedule is approved by the Commission. The Commission will only be invoiced for the actual hours worked by the Professional Staff. All Services will be performed by the Professional Staff under the direct supervision of the Contractor’s Project Manager.

The Commission’s Contract Manager or their designee will provide direction and guidance to the Contractor, via communications with either the Contractor’s Contract Manager or Project Manager, regarding the objectives the Commission seeks to accomplish under the Contract in accordance with the Contract and this Scope of Services. However, the Commission’s Contract Manager is not responsible for supervising the Professional Staff. Instead, the Contractor will be fully and solely responsible to the Commission throughout the entire engagement for the coordination, oversight, control, actions, work product, quality control, inactions, errors, and failures of its Professional Staff.

In the event that any of the Professional Staff are no longer available due to events beyond the control of the Contractor, the Contractor agrees that it will provide written notification to the Commission’s Contract Manager of any changes to Professional Staff assigned to the resulting Contract. The Contractor’s notification to the Commission’s Contract Manager must include the names of the Professional Staff, a reason for the substitution, along with a copy of the staff’s resume describing roles and experience of each new Professional Staff to be assigned to this Contract. All additional and replacement staff will work under the same guidelines.

The Contractor shall conduct a Level 2 background check on the Contractor’s Professional Staff and submit the results to the Commission's Contract Manager before performance of services starts under the contract, and before each replacement staff member begins work on the Contract. A Level 2 Background check and its requisite parts are defined in Section 435.04, Florida Statutes.

The Commission reserves the right to reject a candidate or revoke an Award, in its sole discretion, for an unacceptable background check. Background checks are conducted in order to ensure the safety and security of the Commission’s employees, the Filers, and the sensitive data to which Professional Staff may gain access in their scope of duties. **The Contractor and Professional Staff must not disclose any confidential or exempt information under Chapter 119, F.S., that they view or have access to, in conjunction**

with their duties under the Contract, consistent with the Public Records provisions of the Contract.

The Professional Staff will be expected to assist the Commission by performing the following tasks including, but not limited to:

- Answering inbound calls
- Addressing problems and complaints of Filers
- Providing proper solutions
- Responding to the needs of Filers
- Providing information to filers about the electronic filing requirements
- Helping Filers complete and file the appropriate form(s) online
- Routing complex calls to the Commission via LIM or other designated tracking/ticketing system.
- Documenting each Filer contact in EFDMS
- Documenting technical issues, escalation of questions, or technology issues in the issue tracking/ticketing system

2.4 Deliverables

Deliverables of the Project Manager include, but are not limited to:

- Primary contact with the Commission
- Overall coordination of Professional Call Center Staff assigned to the project
- Providing reports on call volume and questions or issues to the Commission
- Training replacement Professional Staff
- Resolving staffing issues and connectivity issues with the Commission
- Coordinating Professional Staff replacements

Deliverables of the Call Center Representatives and Project Manager include, but are not limited to:

- Wait/response times not to exceed one minute.
- Reasonable call handling times
 - Time frames will be established by the Commission and may change throughout the filing season
- Resolution of Filers' inquiries with the first call request
- Documentation of Filer contacts in EFDMS
- Customer satisfaction
- Escalating calls to the Commission where the answer is not found in the Manual or the situation complexity dictates, in order to achieve an *efficient resolution*
- One Call Center Representative who is bilingual (English and Spanish). This CCR must be located in the United States, including Puerto Rico.

- Satisfactory completion of training by the Commission on the Form 1, EFDMS, and LIM.
- Making outbound calls after the filing deadline to alert late filers of their filing obligation.

Deliverables of the Contractor include, but are not limited to:

- Providing the Professional Staff resources in conformance with the requirements of this Scope of Services
- Supplying the required technology and other resources necessary in order to satisfy the requirements for the successful operation of the Call Center in accordance with the Contract, including:
 - A toll free number exclusively for financial disclosure callers.
 - A customized hold message that indicates that callers are holding for assistance with the Form 1 Statement of Financial Interests.
 - Phone answering system that can accept direct incoming calls and transfers from the Commission's 800 number.
 - Metrics regarding call volume, duration, and trends, including an end-of-term report that includes all call statistics collected by the Contractor. Recording of calls for quality control.

2.5 Professional Staff Adjustments

The Contractor shall designate all Professional Staff to be assigned to the Contract. The Contractor shall designate a Contract Manager, who will serve as the primary contact between the Commission and the Contractor.

If requested, the Contractor will assist the Commission by adjusting (increasing or decreasing) Professional Staff as needs are identified throughout the Term of the Contract.

The Commission may request, at any time and in its sole discretion, that the Contractor remove any or all of the Professional Staff from performing the Services. The Commission may request that the Contractor provide other Professional Staff that meet the minimum requirements of the Professional Staff Positions (Attachment H) and the requirements of this Scope of Services in order to continue providing the Services.

2.6 Contract

Attached to this RFP as Attachment J is a draft Contract which will become the binding agreement between the awarded Contractor, if any, and the Commission. The Contractor may not apply any condition or change any term to any aspect of the draft Contract or the Proposal may be deemed non-responsive and not evaluated. Any attempt to redline, modify, or change the Contract may subject the Proposal to being deemed nonresponsive and not evaluated.

2.7 Subcontractors or Third-Party Contractor

The Contractor shall not use any subcontractors or third-party contractors without the prior written consent of the Commission's Contract Manager.

SECTION 3: INSTRUCTIONS FOR SUBMISSION

3.1 Submission of Proposals

Proposals must be received on or before the time specified in the Schedule of Events, Section 1.5 herein.

Proposals must be submitted to the **RFP Coordinator, via email only** with the RFP number and name in the subject line. It shall be the sole responsibility of the Proposer to see that their Proposal is received **by email** on or before the stated time of the Proposal due date listed in the Schedule of Events. Proposals shall be properly executed in the name of and by the person, firm, or corporation submitting the Proposal.

Proposals must be submitted in two separate attachments for each of the parts: the Technical Proposal and the Cost Proposal. Each attachment must be clearly marked as Technical Proposal or Cost Proposal.

A Proposer that considers any portion of its Technical Proposal or Cost Proposal to be confidential shall submit both a redacted version and a non-redacted version of the Proposal, pursuant to the procedures listed in Section 3.6 below.

The attachment copies must contain searchable, copyable content (i.e., not copy-protected files).

3.2 Replacement/Withdrawal/Modification of Proposal

A Proposer may replace or withdraw a Proposal at any time prior to the Proposal due date. No changes, modifications, or additions to the Proposals will be allowed after the Proposal due date.

3.3 Cost of Preparation

Neither the Legislature, the Commission, nor the State of Florida are liable for any costs incurred by a Proposer in responding to this RFP.

3.4 Firm Proposal

By submitting a Proposal, Proposers acknowledge and agree that their Proposal shall remain firm and shall not be withdrawn for one-hundred twenty (120) calendar days after the Proposal due date.

3.5 Use of Proposal Contents

All documentation produced as part of this RFP becomes the exclusive property of the Commission and will not be returned to the Contractor. The Commission will have the right to use any or all ideas or adaptations for the ideas presented in the Proposal. Selection or rejection of a Proposal will not affect this right.

3.6 Public Records/Confidential Information

All electronic and written communications pertaining to this RFP, whether sent from or received by the Legislature or the Commission, are public records upon the conclusion of the RFP process. Any sealed bids, proposals, or replies received pursuant to this RFP are exempt from public disclosure until such times set forth in Section 119.071(1)(b)2., F.S.

Unless specifically exempted by law, all records made or received by the Contractor in conjunction with this RFP are public records available for inspection by the public in accordance with the provisions of Article I, Section 24, The Constitution of the State of Florida, and Chapter 119, F.S. The Commission, in its sole discretion, will determine whether a record that is created pursuant to this RFP is a public record regardless of which party is in possession of the record.

In order to ensure that records subject to an exemption are not disclosed, the Contractor shall notify the Commission's Contract Manager immediately upon the receipt of a public records request. The Contractor will not allow any inspection or otherwise disclose any information found in the documents or records unless and until directed to do so by the Commission's Contract Manager or as otherwise required by law.

All documents prepared pursuant to this RFP belong to the Commission as a work-for-hire arrangement. Refusal of the Contractor to allow public access to such records, as directed by the Commission or as otherwise required by law, shall constitute grounds for unilateral cancellation of any awarded Contract by the Commission.

If any part of the Proposal contains documents, data, or records submitted in response to this RFP that the Contractor considers to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., The Constitution of the State of Florida, or other authority, the Contractor must also simultaneously provide the RFP Coordinator with a separate redacted copy of its documents, data, or records and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain this RFP number and Contractor's name and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the RFP Coordinator at the same time the Contractor submits the documents, data, or records to the RFP Coordinator required by this RFP and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. The Redacted Copy shall be provided to the RFP Coordinator in electronic format. If the Contractor fails to submit a Redacted Copy with its Proposal, the Commission may

produce the entire documents, data, or records submitted by the Contractor in answer to a public records request upon the conclusion of the solicitation.

The Contractor shall be solely responsible for defending its determination that the redacted portions of its documents, data, or records are confidential, trade secret, or otherwise not subject to disclosure. Further, the Contractor shall protect, defend, indemnify, and hold harmless the Legislature and the Commission from any and all claims, suits, actions, damages, losses, litigation, costs and expenses of every name and description (including legal costs and expenses), arising from or relating to the Contractor's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Nothing herein shall be construed as waiving the sovereign immunity of the Legislature or of the State of Florida, or consent by the Legislature, the Commission, or the State of Florida to suit by third parties.

3.7 Modifications to RFP Terms and Conditions

The Proposer may not apply any condition or change any term with respect to any aspect of this RFP or the Proposal may be deemed non-responsive by the Commission and not evaluated. Any attempt to redline, modify, or change this RFP and its contents, may subject the Proposal to being deemed nonresponsive by the Commission and not evaluated.

3.8 Technical Proposal

The Technical Proposal must be appropriately titled by Section and must be arranged and sequenced as referenced herein. Additional information may be submitted to accompany the Proposal. All additional information submitted must be included in the Technical Proposal as a separate Section and titled as "Supplemental."

THE TECHNICAL PROPOSAL MUST NOT CONTAIN ANY COST INFORMATION.

The Technical Proposal shall include the requirements in Sections 1, 2, and 3 set forth below. Proposer's Technical Proposal will be evaluated and scored in the areas of Qualifications and Experience (Section 2) and References (Section 3), as further described below.

3.8.1 Section 1: Mandatory Requirements for Technical Proposal

The following items are Mandatory Requirements for Responsiveness to this RFP and must be included in the Technical Proposal, Section 1, and if deficient, the Proposal may be deemed nonresponsive and not evaluated.

- A completed and signed Proposer's Information Coversheet (page 1 of this RFP). These documents must be signed by an individual (contact name and title of the individual) responsible for the organization's Proposal with binding signature authority.

- Certification, Attachment A – completed and signed.
- Non-Collusion Statement, Attachment B – completed and signed.
- Disclosure Information, Attachment C – completed and signed.
- Background & Experience, Attachment D
- Resume of Proposed Project Manager & Summary of Customer Service Staff Qualifications, Attachment E
- Reference Form, Attachment F – completed.

3.8.2 Section 2: Qualifications and Experience

0-70 Points

Section 2 of the Proposal shall be entitled **Qualifications and Experience**. This section will be evaluated using the following considerations:

- 1.) The Proposal shall provide a description of the Proposer's experience within the last five (5) years of performing similar services for a government entity similar in size and scope to the Commission. Did the Proposer clearly describe and demonstrate that its organization has the experience performing similar services? (10 points)
- 2.) The Proposal shall provide a description of the Proposer's staffing, whether Proposer will be able to satisfy the requirements contained in Sections 2.2, 2.3, and 2.4 of the Scope of Services, and how the Proposer will ensure that they are met. Did the Proposer describe its personnel by whom the Services herein would be performed? Did the Proposer demonstrate that its organization has the ability to meet the requirements of the Scope of Services and complete all Deliverables in a satisfactory manner? (10 points)
- 3.) The Proposer shall provide a one-to-two-page resume for the Project Manager included in its Proposal that is anticipates providing to perform the Services. Did the Proposer demonstrate that the Project Manager possesses a level of experience matching that job title and performing similar services for governmental or private entities? Also, the Proposer shall provide a one-page summary of the qualifications of its Customer Service Hotline Representatives it anticipates providing to perform the Services that will showcase their skills and experience performing similar services for governmental or private entities. Did the Proposer demonstrate that the Customer Service Hotline Representatives it anticipates providing possess a level of experience matching that job title and performing similar services for governmental or private entities? (10 points).
- 4.) The Proposal shall include a complete and responsive solution to meet the needs of the Commission as stated in this RFP document. Does the Proposal meet all of the stated requirements set forth in the RFP? Does the Proposal include cost saving measures, such as scalability based on workload? Does the Proposal offer a solution that is complete and standalone? Does the Proposal effectively take into account the provided data on call volumes and metrics

included with this RFP in Section 2.1, when crafting a solution? Does the Proposal include solutions based on less than one minute in queue, as described in Section 2.4. (40 points)

3.8.3 Section 3: References

0-10 Points

Section 3 of the Proposal shall be entitled **References**. The Proposer should provide contact information for References that pertain to similar services completed within the last five (5) years. Proposers shall submit a minimum of two (2) references, at least one of which shall be from a government entity for which the Proposer previously provided similar services. The Proposer shall only use the Reference Form contained in this RFP as Attachment F. This section will be evaluated using the contact information submitted on the Reference Form, attached hereto as Attachment F.

References shall not be given by persons currently or formerly employed or supervised by the Proposer or its affiliates, board members within the Proposer's organization, or relatives of any of the above. The Commission will contact References regarding the Proposer's performance of services including satisfaction of services and performance issues or problems. Proposer must authorize and inform References that they must speak with complete candor in responding to the Commission's inquiries.

Two References will be used for evaluation, to be selected at the evaluators' discretion. For each Reference evaluated, a total score from 0 to 5 (based on the scale below) will be assigned. Reference Evaluation Criteria will be scored on (1) How Recently Services Were Provided, (2) Satisfaction of Services, (3) Performance Issues, if any, (4) Desire to Rehire should the need arise again, and (5) Whether the Services were provided to governmental entities. Each of the above criteria will be scored on a scale from 0 to 5 points. Scores for each criterion will then be added together, and the total will be divided by 5, to get an average score which will represent the Total Points for each Reference evaluated.

3.8.4 Section 4: Vendor Presentations

0-20 Points

Section 4 of the Proposal shall consist of **Vendor Presentations**. Subsequent to the receipt of Proposals, and during the timeframe open for the Commission's Technical Evaluation as detailed in the Schedule of Events in Section 1.5, the Proposers will be required to prepare a Presentation for the Commission via Zoom (or other agreed-upon video conferencing platform), in which the Proposers will orally present additional information to the Commission.

This section will be evaluated using the following considerations:

- 1.) Proposers shall provide additional details regarding the Proposer's capabilities, qualifications, and expertise that render it best suited to provide the Services

contemplated by this RFP. The Commission anticipates receiving presentations and conducting discussions with the Proposers regarding their firm’s qualifications, approach to the project, and ability to furnish the Services in the time specified herein. Did the Proposer clearly describe and demonstrate that its organization has the experience performing similar services? (10 points)

- 2.) Presentations should last no longer than thirty minutes and Proposers should address their firm’s ability to successfully implement the requirements of the project as articulated in the Scope of Services, including quality control and supervision of any remote workers. Vendors should arrange for the scheduling of their presentation by providing available dates to the RFP Coordinator **via email** by the deadline specified for the submission of Proposals in the Schedule of Events. Did the Proposer describe its personnel by whom the Services herein would be performed and their firm’s ability to successfully implement the requirements of the project? Was the Proposer’s presentation provided in a professional manner and within the timeframes required by this RFP? (10 points)

TECHNICAL PROPOSAL SCORING SCALES

For each Proposal, the evaluation team will assign the appropriate score for each criterion listed above, based on the scoring scales below.

Scoring Scales	
Section 2 Scores (0-10 or 0-40); Section 3 Scores (0-5) each Ref.; and Section 4 Scores (0-10)	
Score(s)	Description
40 or 10 or 5	Proposal demonstrates exceptional solutions and/or experience related to the criterion
32 or 8 or 4	Proposal demonstrates above-average solutions and/or experience related to the criterion
24 or 6 or 3	Proposal demonstrates sufficient solutions and/or experience related to the criterion
16 or 4 or 2	Proposal demonstrates limited quality solutions and/or experience related to the criterion
8 or 2 or 1	Proposal demonstrates nominal solutions and/or experience related to the criterion
0	Proposal fails to demonstrate any suitable solutions and/or experience related to the criterion

3.9 COST PROPOSAL

0-20 possible points

The Proposer shall submit an attachment clearly identified as *Cost Proposal*, which shall include ONLY Attachment G. Proposers shall not include any supplemental information within the Cost Proposal attachment.

FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION.

The Cost Proposal shall specify the Proposed Candidate Name for the Project Manager, and the names of any Call Center Representatives that are available at the time of this RFP. The Cost Proposal will also include the hourly rate and total projected hours for each Professional Staff member being proposed and mentioned in the Technical Proposal as anticipated to be assigned to the Contract, if awarded. Proposers shall provide a Total Project Cost by following all calculation instructions on Attachment G.

Points will be determined by taking the lowest Total Project Cost from all Cost Proposals and dividing that by the Proposer's Total Project Cost, then multiplying that by the maximum number of points for this section (20 points). The Proposal with the lowest cost will receive the maximum number of points for cost.

$$\frac{\text{Lowest Proposal's Cost}}{\text{Proposer's Cost proposal}} \times 20 = \text{Points awarded for Contractor's Cost Proposal}$$

Example Only:

$$\$100,000 \text{ (lowest cost)} \div \$200,000 \text{ (Proposer's cost)} \times 20 = 10 \text{ Points Awarded}$$

The Cost Proposals will be verified for accuracy by the RFP Coordinator. If mathematical error(s) in the Cost Proposal are identified, the Total Project Cost will govern.

The Cost Proposal shall include the Total Project Cost for two one-year renewal options. Cost for renewal must be presented in order for the Cost Proposal to be deemed responsive and evaluated. However, the renewal year cost will not be evaluated.

SECTION 4: EVALUATION METHODOLOGY

4.1 Proposal Responsiveness

The RFP Coordinator will review all Proposals submitted to ensure that they have met all of the requirements in this RFP. Proposals that do not meet all requirements of the solicitation or fail to provide all required information or documents may be deemed non-responsive by the Commission.

4.2 Proposal Evaluation Criteria

An evaluation team of no fewer than three (3) evaluators from the Commission will rate on a consensus basis the Technical Proposals based upon the established fair and objective

criteria from this RFP. Cost Proposals will be evaluated by the RFP Coordinator based upon the established fair and objective criteria from this RFP. The Commission reserves the right to seek clarifications and to request any information deemed necessary for proper evaluation from all Proposers deemed eligible for award and to determine the integrity, viability, and qualifications of all Proposers when to do so would be in the best interest of the State of Florida.

The Proposal Evaluation Criteria and points available are as follows:

Criteria		Possible Points
Technical Proposal	Proposer's Solution, Experience, & References	100
Cost Proposal	Proposer's Cost	20

4.2.1 Negotiation

The Commission may select one or more Proposers with which to commence negotiations and may negotiate sequentially or concurrently with Proposers. No Proposer will be formally eliminated from the RFP process until the posting of the Notice of Intent to Award and formal contract execution.

4.2.2 Selection and Award

Award may be made to one or none of the responsive and responsible Proposers, if any, whose written Proposal is determined to be the most advantageous to the State of Florida, taking into consideration the price and other criteria set forth in the RFP, the quality and completeness of the solution, and any other information known to the Commission that demonstrates the experience and competence of the Proposer to provide the Scope of Services defined herein.

4.5 Posting Notice of Intent to Award

If the Commission decides to make an award, it will post a Notice of Intent to Award on the website specified in this RFP. If the Commission decides to reject all Proposals or withdraw the RFP, it will post a notice of its intent on the website specified herein this RFP.

SECTION 5: PROPOSAL CONDITIONS

5.1 Commission's Reserved Rights

5.1.1 Rejection of Proposals

The Commission may reject any Proposal not submitted in the manner specified by this RFP. The Commission reserves the right to reject all Proposals at any time in its sole discretion, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Commission will have no liability to any Proposer.

5.1.2 Withdrawal of the RFP

The Commission reserves the right to withdraw this RFP at any time in its sole discretion, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Commission will have no liability to any Proposer.

5.1.3 Clarification

The Commission reserves the right to seek clarifications, request any information deemed necessary for proper evaluation from all Proposers, and negotiate different terms and related price adjustments if the Commission determines that such changes would provide the best value to the Commission.

5.1.4 Waiver of Minor Irregularities

The Commission reserves the right to waive minor irregularities and/or material deviations in a Proposal when to do so would be in the best interest for the State of Florida. The Commission makes the sole determination of whether a mistake or omission is a minor irregularity or a material deviation from the RFP. There is no guarantee that the Commission will waive a minor irregularity or a material deviation, or that any Proposal containing a minor irregularity or a material deviation will be considered for an award.

5.2 Florida Substitute Form W-9

A completed Substitute Form W-9 is required from contractors doing business with the State of Florida. Should the Commission award any Contract pursuant to this RFP, the Contractor, if not already registered, must register as a contractor with the State of Florida, Department of Financial Services, within five business days of the award. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at: <https://flvendor.myfloridacfo.com/>.

5.3 Registration with the Florida Department of State, Division of Corporations

The Contractor must submit a certificate of licensure in good standing from the Florida Department of State, Division of Corporations, before contract execution. The Contractor must maintain that status through the term of the Contract.

5.4 Procurement Protests

Protests. Any protest concerning this solicitation shall be made in accordance with Section 120.57(3) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the RFP Coordinator shall not constitute formal notice of a protest. It is the Commission's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity, and reasonableness in the solicitation process.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Fla. Admin Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Florida Commission on Ethics, Office of the General Counsel, Attention: Agency Clerk, 325 John Knox Road, Building E, Suite 200, Tallahassee, Florida 32317-5709. Protests may also be filed by fax at 850-488-3077, or by email at Fulford.Millie@leg.state.fl.us. It is the filing party's responsibility to meet all filing deadlines.

Section 120.57(3)(a), Florida Statutes requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

Attachment A Certification

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP are not on the State of Florida's Convicted Proposer List, Suspended Proposer List, Discriminatory Proposer List, or on any similar list maintained by any other state or the federal government.

Name of Proposer _____

Signature _____ Printed or Typed Name _____

RFP #950: Customer Service Call Center

Attachment B
Non-Collusion Statement

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 services, 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 document for the organization and that the organization is in compliance with all requirements of this Request for Proposal including, but not limited to, certification requirements. In submitting a Proposal, the organization offers and agrees that, upon acceptance, the organization is deemed to have sold, assigned, and transferred 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 antitrust laws of the United States and the State of Florida relating to the particular commodities or services which may be purchased or acquired by the State of Florida or political subdivision thereof.

Organization: _____

Signature: _____

(Authorized Officer)

Signature: _____

(Printed or Typed Name)

Proposer: _____

RFP #950: Customer Service Call Center

Attachment C
Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent, or lobbyist who is/was a current or former member, officer, or employee of the Florida Legislature or any of its units, including the Commission, and was, is, or will be significantly involved in preparing or approving this contract, representing the interests of the organization regarding this contract, or doing the work covered under this contract.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

That the following identified current or former member, officer, or employee of the Florida Legislature or any of its units, including the Commission, owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

RFP #950: Customer Service Call Center

Name of Proposer: _____

By: _____
(Manual)

By: _____
(Typed)

Title or Position: _____

Telephone: _____ Date: _____

Attachment D
Background and Experience

(Information about the Proposer's background and experience)

The remainder of this page is intentionally left blank.

Attachment E
Resume of Proposed Project Manager
&
Summary of Customer Service Staff Qualifications

(Include Resume & Summary)

The remainder of this page is intentionally left blank.

**Attachment F
Reference Form**

Please use the format below for submitting references. A minimum of two references are required.

Reference Client 1: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Type of Services Provided: _____ Dates Services Provided: _____

Reference Client 2: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Type of Services Provided: _____ Dates Services Provided: _____

Reference Client 3: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Type of Services Provided: _____ Dates Services Provided: _____

Reference Client 4: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Type of Services Provided: _____ Dates Services Provided: _____

RFP #950: Customer Service Call Center

Proposer: _____

Attachment H Professional Staff Positions

Program Management Project Manager

The Project Manager is responsible for overall coordination of Professional Staff, responding to inquiries from the Commission and resolving any staffing deficiencies. Establishes and assists with implementation of staffing services to ensure project success, adhering to high quality services, standards, and meeting the Commission's expectations. Directs and monitors Professional Staff work efforts, evaluates situations, and determines appropriate action for problems or complaints. Tracks issues, identifies resources needed, and escalates issues to the Commission when necessary for timely resolution. Must possess extensive knowledge and expertise in project management practices and must demonstrate strong customer-focused skills.

Good communication and collaboration skills are a must as this individual will work closely with Commission staff.

This Project Manager professional will be expected to perform the following tasks and deliver services and products as outlined:

- Responsible for the management of Professional Staff assigned to the project;
- Monitor project progress;
- Solve issues that arise;
- Ensure staff are performing to the Commission's satisfaction.
- Mastery of the EFDMS tasks to be performed by Professional Staff

Education, Experience, Knowledge, and Abilities: Required:

Associate's or Bachelor's Degree or technical institute degree/certificate or equivalent work experience.

A minimum of four years of managing projects and related work experience.

Pass a Level 2 background check. A Level 2 Background check and its requisite parts are defined in Section 435.04, Florida Statutes.

Attachment H Professional Staff Positions

Customer Service Hotline Representative

As a member of the Customer Service Team, the Customer Service Hotline Representative is responsible for responding to inquiries and providing information to individual filers calling the Commission. Responsible for providing support services to individual filers of the online site with technical assistance and guidance relative to problems involving user login, browser, and other system-related inquiries from individual filers calling the Commission. Records all customer contact information into a call log. Evaluates situations, determines appropriate response and escalates, if necessary, to the designated specialist or resource for resolution of the individual filer's problem or complaint. Tracks issues escalated for resolution to ensure individual filers receive a timely response. Must have knowledge demonstrating strong customer-focused skills.

Good communication and collaboration skills are a must as this individual will work closely with Commission staff and will interact directly with individual filers.

This Customer Service Hotline Representative professional will be expected to perform the following tasks and deliver services and products as outlined:

- Provide customer hotline services of low to medium complexity;
- Answers questions such as:
 - Why am I required to file this form?
 - How do I log in?
 - How can I be removed from the list of persons required to file?
 - System navigation
 - Answering certain questions related to completing Form 1
 - Questions about how to upload .pdf documents to EFDMS
 - Specific questions about completing the CE Form 1 Statement of Financial Interests
 - Questions/answers for issues addressed in the instructions and FAQ
- Function somewhat independently;
- Work under the general direction of more senior customer service representatives, supervisors or managers;
- Generally follow documented procedures and checklists.

Education, Experience, Knowledge, and Abilities: Required:

Associate's or Bachelor's Degree or technical institute degree/certificate or equivalent work experience.

A minimum of three or more years of related work experience.

Pass a Level 2 background check. A Level 2 Background check and its requisite parts are defined in Section 435.04, Florida Statutes.

Attachment I
Policies 3.5 and 3.5.1, Joint Policies and Procedures

OFFICE OF LEGISLATIVE SERVICES
FINANCE AND ACCOUNTING

3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.

Attachment J

Contract for Customer Service Call Center

This contract is between the Florida Commission on Ethics (“Commission”), and _____, (“Contractor”) a _____ [insert entity type] registered to do business in Florida, with a principal address of _____, each a “Party” and collectively, the “Parties.”

The Commission requires the Contractor to provide the Services as described herein. The objective of the competitive solicitation process was to seek a qualified company to provide Professional Staffing and Management for a Call Center that will answer calls and respond to inquiries regarding the Commission’s Electronic Financial Disclosure Management System (EFDMS). More specifically, the call center will assist Filers during the annual financial disclosure filing process with filing their required financial disclosure forms electronically, via a web-based application.

The Contractor submitted a responsive Proposal to Request for Proposal #950 for Customer Service Call Center services to establish a Call Center to answer calls and assist Filers with the online filing process. After evaluation of Proposals, the Commission determined that Contractor’s Proposal is the most advantageous to the State of Florida and the best solution to meet the goals of the Commission, and the Commission has decided to enter into this Contract. Accordingly, the Commission and Contractor agree as follows:

1. Contract Documents

As used in this document, the term “Contract” (whether or not capitalized) shall, unless the context requires otherwise, be considered to be a reference to this document. This Contract between the Commission and the Contractor is comprised of this document and the following Exhibits, which are incorporated in their entirety into, and form part of this Contract once the Contract is fully executed by both Parties. In the event that there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Exhibits, the conflicting provisions will be given the following precedence:

- a. Contract for Customer Service Call Center
- b. Request for Proposal #950 (the “RFP”), as adjusted by any addenda to the RFP, including the Questions and Answers to the RFP, attached hereto as Exhibit “A,” and incorporated herein by reference.
- c. Contractor’s Proposal, attached hereto as Exhibit “B,” and incorporated herein by reference.

2. Customer Service Call Center and Deliverables.

The Customer Service Call Center includes the specified services and deliverables as contained in the Scope of Services (Section 2) in the RFP (the “Services”), attached hereto as Exhibit A and incorporated herein by reference.

3. Contractor’s Responsibilities

- a. The Contractor shall provide Call Center Staffing Services to the Commission to facilitate calls and inquiries regarding the Electronic Financial Disclosure Management System (EFDMS) as described more fully in the Scope of Services (Section 2) in the RFP, attached

hereto as Exhibit A. The Contractor's staff are collectively referred to as "Professional Staff."

- b. The Contractor shall provide the professional and technical staff necessary to successfully implement and maintain the Services required by this Contract. The Professional Staff provided shall have sufficient skills and experience to perform the Services assigned to them.
- c. All of the Professional Staff furnished by the Contractor under this Contract shall meet the professional standards and quality that prevail among customer service professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor's Professional Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.
- d. Contractor's Professional Staff shall render Services identified by the Commission. Contractor shall be solely responsible for all matters relating to payment of its own employees and the Professional Staff, including the withholding or payment of all applicable federal, state, and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters.
- e. Contractor shall protect and maintain the security of the Commission's network by ensuring that its Professional Staff are equipped with technology that meets or exceeds industry standards for information security for employees who have access to extremely sensitive personal and confidential information. Contractor shall ensure that devices, software, and systems are fully patched and updated to avoid potential exploitation of known threats. Contractor shall also ensure that the Commission's network is only accessed on private security enabled network connections (e.g., no unsecured internet connection will be used by Contractor or its Professional Staff to perform any work related to this Contract). Contractor shall also ensure that all Professional Staff are located in such physical spaces that are sufficient to participate in private conversations, and information the security of the highly sensitive information to which they will have access.
- f. Contractor, and not its Professional Staff, is the sole contracting party and the entity to which the Commission will look to exclusively for performance. Accordingly, Contractor will be fully and solely responsible to the Commission throughout the entire engagement for the coordination, oversight, control, actions, work product, quality control, inactions, errors, and failures of its Professional Staff.
- g. The Contractor and Professional Staff shall maintain during the term of the Contract all applicable licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the Services
- h. If requested, Contractor will assist the Commission by providing additional Professional Staff as needed and will do so within reasonable timeframes as agreed to between the Parties. Contractor will perform a Level 2 background check on all Professional staff prior to that staff gaining access to any Commission network or information.

- i. The Commission may require, at its discretion, that the Contractor dismiss any or all Professional Staff from performing the Services under this Contract for performance issues or due to lack of available work or inactivity. The Commission may require that the Contractor provide substitute Professional Staff that meet the minimum requirements of the Professional Staff Positions detailed in Exhibit A, and in sufficient numbers to continue providing the Services, or, in the case of lack of available work or inactivity, the Commission may require that Contractor reduce the number of Professional Staff. The Contractor shall reduce the Professional Staff as required, within 3 business days of the request or provide substitute staff within reasonable timeframes as mutually agreed to between the Parties.
- j. The Contractor shall perform all deliverables as required in the Scope of Services in the RFP, attached hereto as Exhibit A.
- k. Provide all necessary training of replacement staff on all systems, software, procedures, and responsibilities under the Contract.
- l. The Contractor shall ensure that all Professional Staff perform Services under the Contract in a non-public space, such to prevent the unintended dissemination of information acquired through performance of the Contract.

4. Commission's Responsibilities

- a. Designate the various managers and contact persons required to provide the information to the Professional Staff;
- b. Provide information, make decisions, and give approvals within a reasonable time from receipt of a request, in order to facilitate the Professional Staff's work;
- c. Provide or otherwise make available to Contractor all necessary data in Commission's control (including data held by any Commission vendor or other representative on Commission's behalf) needed for Contractor to perform the Services.
- d. Obtain any licenses, authorizations, consents and approvals for any systems or software that is to be provided by the Commission (Network access, EFDMS, VPN, and LIM) required for Contractor for performance of the Contract.
- e. Provide Contractor with reasonable advance notice of any known event or circumstance that may impact the Services (e.g., modifications of Commission policies, procedures and plans);
- f. Be responsible for the accuracy and appropriateness of any data or other materials provided or otherwise made available to Contractor by or on behalf of Commission;
- g. Help resolve project issues and disagreements at the lowest functional level possible to allow the Professional Staff to conclude the Contract and produce the required deliverables as expected.
- h. The Contractor is an independent contractor and not an agent or employee of the Commission. Likewise, the Professional Staff, regardless of their relationship with Contractor, are not employees or agents of the Commission.

- i. Provide a multi-day training session to all Professional Staff initially assigned by Contractor.

5. Term; Renewal

The Contract shall be effective from May 1, 2025, through August 29, 2025, unless terminated earlier by the Commission. The starting and ending dates of actual work performed will be as described in the Scope of Services in the RFP, attached hereto as Exhibit A.

The Parties may mutually agree in writing to extend or renew the Contract for up to two one-year terms. The Commission will not be charged any additional costs or expenses for the renewal other than the renewal cost specified in the Contractor's Cost Proposal, attached hereto as Exhibit B. The renewal must be in the form of an amendment to this Contract and signed by both Parties and is contingent upon satisfactory performance evaluations and subject to availability of funds.

6. Consideration and Payment Terms

In exchange for Contractor's provision of the Services contemplated by this Contract, the Commission agrees to pay Contractor on a monthly basis pursuant to a properly submitted invoice in accordance with the hourly rates specified in Contractor's Cost Proposal, attached hereto as Exhibit B for Services provided during the preceding month. Invoices must be submitted by the 10th day of every month to the Commission's Contract Manager.

All invoicing and payments will be made in accordance with Policies 3.5 and 3.5.1, *Florida Legislature Joint Policies and Procedures of the Presiding Officers* (2018). All invoices shall be submitted in detail sufficient for proper pre-audit and post-audit thereof and contain a signature by the Contractor or their designee, certifying the number of hours invoiced is a true accounting.

Contractor must complete a Substitute Form W-9, which is required for contractors doing business in the State of Florida. Due to specific requirements on Florida's Substitute Form W-9, an IRS Form W-9 will not be accepted. All Substitute Form W-9s should be filed electronically with the Florida Department of Financial Services via the Proposer Portal website at <https://flvendor.myfloridacfo.com/>.

7. Termination for Convenience or Non-Appropriation or Non-Release of Funds

The Commission may terminate the Contract, in whole or in part, at any time for its convenience (i.e., for any reason or no reason), upon providing written notice to the Contractor. Reasons for such termination shall be left to the sole discretion of the Commission. The Commission shall reimburse the Contractor for costs actually incurred for authorized services satisfactorily performed and for which costs can be substantiated prior to the notice of termination.

The Commission's performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by the Florida Legislature to the Commission and applicable for the purpose of the services specified. As such, the Commission may also terminate this Contract at any time due to the non-appropriation or non-release of such funds.

8. Termination for Cause and Remedies of the Commission

The Commission has the right to terminate the Contract by written notice of termination for cause and without further liability or penalty to the Commission for any of the following reasons, each of which shall constitute an Event of Default on the part of the Contractor.

- a.) Contractor fails to provide the Services as required under the Contract;

- b.) Contractor discontinues the performance of the work required under the Contract;
- c.) Contractor fails to correct within a commercially reasonable time, any work that the Commission has rejected as unacceptable or unsuitable;
- d.) Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due any state or federal government;
- e.) Contractor makes or has made a material misrepresentation or omission in any materials provided to the Commission in connection with the procurement or performance of this Contract;
- f.) The Commission discovers that any material information provided by the Contractor in connection with the procurement or performance of this Contract is false;
- g.) Contractor commits any material breach of the Contract;
- h.) Contractor fails to abide by any statutory, regulatory, or licensing requirement;
- i.) Contractor fails to notify the Commission's Contract Manager of any Professional Staff changes;
- j.) Contractor is suspended, or removed as an authorized vendor by any state or federal agency;
- k.) Contractor loses or is denied authority to carry on a trade or business in Florida;
- l.) Contractor employs any aliens who are unauthorized to work in the United States under federal law;
- m.) Contractor fails to provide and maintain the insurance required under the Contract;
- n.) Contractor uses any subcontractors or third-party contractors without the prior written consent of the Commission's Contract Manager;
- o.) Contractor fails to pay any and all entities, individuals, and the like furnishing labor or materials in connection with the Contract or as required herein;
- p.) Contractor makes a prohibited assignment of the Contract or any of its duties or obligations under the Contract without the prior written consent of the Commission;
- q.) Contractor fails to comply with the data security and confidentiality provisions of the Contract;
- r.) Filing by or against the Contractor of any petition or action under any bankruptcy, reorganization, insolvency, liquidation, dissolution, or any other law for the relief of or relating to debtors; or
- s.) Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract after a determination by the Commission that those records are public record and are not otherwise confidential, proprietary, or a trade secret.
- t.) Contractor uses data or information obtained through the performance of this contract for any purpose not specifically authorized by the Commission.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the Commission is entitled to one or all of the following remedies:

- (a) Equitable relief.
- (b) Pursue any and all monetary damages (including any re-procurement costs).
- (c) Request the Contractor to cure the default within a timeframe of the Commission's choosing;
- (d) Terminate the Contract; or
- (e) Resolve the default on its own.

If the Contractor fails to cure an Event of Default after being requested to do so, the Commission shall have the right to re-procure any Services that were to have been provided by the Contractor but were not so provided. The Commission shall determine in its sole discretion whether an Event of Default is capable of being cured. In the event the Commission is required to re-procure Services due to an Event of Default, the Contractor shall be liable to the Commission for any fees, costs, or expenses that the Commission may incur in securing and paying a substitute provider to complete performance of the affected Services.

Any termination of this Contract shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available with respect to any claims arising prior to or as a result of such termination. These rights and remedies are distinct, separate, and cumulative remedies and not one of them, whether exercised or not, shall be deemed to be in exclusion of any other. The election of one remedy shall not be construed as a waiver of any other rights and remedies the Commission has under this Contract, at law, or in equity.

9. Rights and Obligations Under Termination

If this Contract is terminated by the Commission for any reason, the Contractor shall:

- Stop all work as specified in the Commission's termination notice;
- Take any action that may be necessary, or that the Commission may direct, for preservation and protection of deliverables, the Commission's data, or other property derived or resulting from this Contract that may be in the Contractor's possession or control;
- After payment by Commission of all undisputed fees owed to Contractor, return all materials and property provided directly or indirectly by the Commission to the Contractor; and
- Transfer title in, and deliver to, the Commission, unless otherwise directed, all deliverables resulting from this Contract.

Regardless of the basis for termination, the Commission is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Services not actually performed for the Commission.

10. Notice of Major Organization Changes in Contractor's Organization

The Parties recognize and agree that this Contract was predicated upon features of the Contractor's business organization. The Contractor agrees to provide advance written notice to the Commission of any transfer or sale of more than 49.9% of its equity shareholder interests or the sale of substantially all of its assets.

11. Choice of Law and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida. The Parties agree that the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida. The Parties further agree that in any such action, Florida law shall apply and the Parties waive any right to a jury trial. The Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including but not limited to those based on convenience.

12. Insurance

The Contractor shall not commence any work in connection with an award until it has obtained, at its own expense, all of the appropriate insurance coverages to adequately protect the Commission from any and all liability and property damage hazards which may result in the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers,

employees, or agents of the Contractor. All insurance coverage shall have such terms and limits that are commensurate with other companies with similar numbers of employees, similar revenues, and in a similar industry. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in the State of Florida. The Commission shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance. The Contractor shall maintain all required insurance coverage throughout the term of the Contract. Upon request, the Contractor shall furnish the Commission an insurance certificate which will evidence that all of the appropriate coverages are fully in effect.

13. Indemnification

The Parties agree that the Contractor will be fully liable for the actions of its Professional Staff, agents, employees, partners, or authorized subcontractors and shall fully indemnify, defend, and hold harmless the Commission and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury, damage to real or personal tangible property, any tortious conduct, unlawful conduct, or negligence alleged to be caused in whole or in part by the Contractor, its Professional Staff, agents, employees, partners or authorized subcontractors to the fullest extent allowed by Florida law.

The Contractor's duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract. The Commission will not, and does not, indemnify the Contractor for any costs or Services. Any provision, implication, or suggestion to the contrary is null and void. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida (or the Commission) or as consent by the State of Florida (or the Commission) to suit by third parties.

14. Limitation of Liability

Neither the Commission nor the Contractor is liable to another for special, indirect, punitive, or consequential damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Commission may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

15. Relationship of the Parties

The Contractor is an independent contractor and not an agent or employee of the Commission. Neither the Contractor nor its Professional Staff, employees, agents, officers, and/or subcontractors are, or shall be deemed, the Commission's employees. The relationship between Contractor and the Commission shall not constitute a partnership, joint venture, or agency. Neither the Contractor nor the Commission shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, without the prior consent of the other Party.

16. Subcontractors or Third-Party Contractors

The Contractor shall not use any subcontractors or third-party contractors without the prior written consent of the Commission's Contract Manager. The Commission's written consent to Contractor's use of any subcontractors or third-party contractors shall not relieve the Contractor of any obligations or performance required under this Contract. To the extent that the Commission grants Contractor consent to use subcontractors or third-party contractors, Contractor shall remain responsible for the

performance of any such approved subcontractors or third-party contractors to the same extent as if Contractor had not subcontracted for such performance. Contractor, and not its employees or subcontractors, is the sole contracting Party and the entity to which the Commission will look to exclusively for performance.

Any approved subcontractor shall perform work pursuant to the terms and conditions of this Contract and shall comply with all terms and conditions. All payments to any approved subcontractors or third-party contractors are solely the responsibility of the Contractor. The Commission shall have no liability of any kind for subcontractor loss, damage, negligence, or any expense relating, directly or indirectly, to subcontractors for non-payment by the Contractor. Upon request by the Commission, Contractor shall provide a copy to the Commission of any agreements or contracts between Contractor and any approved subcontractor or third-party contractor. The Commission does not acknowledge or approve any subcontractor, or any other entity, to be a third-party beneficiary of the Contract. The Contract is solely between the Commission and the Contractor, and they are the only intended beneficiaries.

17. Representations

The Contractor understands that any misstatements or lack of candor by the Contractor, during the procurement or performance of the Contract, about the qualifications or availability of the Contractor or its personnel constitutes a material breach of the resulting Contract, and may be grounds for the Commission's immediate termination of the Contractor's services under this Contract. The Contractor further represents that it has been advised to, and has had sufficient opportunity to seek and consult with counsel, and is not under duress from the Commission or any other person.

18. Taxes

The Commission does not pay any state or Federal taxes and all fees are exclusive of any taxes. Accordingly, such taxes should not be included in any invoices.

19. Waivers

The Commission shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in a writing signed by the Commission. No delay or omission on the part of the Commission in exercising or enforcing any of its rights or remedies under this Contract shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions. Only the Commission's Contract Manager may issue a waiver, no written or verbal communication from any other member of the Commission or its staff shall be seen to constitute a waiver regardless of the statements made.

20. Prohibition Against Assignment

This Contract, or any of Contractor's rights, duties, or obligations under this Contract, may not be sold, assigned, delegated, or transferred by the Contractor to any other entity or party, in whole or in part, except by prior written authorization by the Commission's Contract Manager. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Commission expressly waives such secondary liability in writing.

21. Warranties

The Contractor warrants that it has the requisite power and authority to enter into and perform the Contract without the need to seek any further approvals or authorizations. Prior to entering into the Contract, the Contractor warrants that it has conducted all due diligence necessary for the Contractor

to satisfy itself that it is able to provide the Services under the Contract. The Contractor warrants that it is not under any obligation or restriction that would interfere in any way or conflict with it providing the Services and performing its other obligations under the Contract and the Contractor will not assume any such obligation or restriction during the term of the Contract.

The Contractor warrants that neither it nor its Professional Staff has any conflict of interest as described in Sections 112.312(8) and 112.313(7), Florida Statutes.

The Contractor warrants that all information furnished to the Commission by the Contractor in connection with this Contract is to the best of the Contractor's knowledge true, accurate, and complete, and does not omit any material facts, the omission of which would be misleading.

The Contractor warrants that it is qualified and possesses the requisite skills, knowledge, experience, and necessary staff to provide the Services required by this Contract. The Contractor and its Professional Staff shall devote such time and effort to the performance of the Services as may be necessary to satisfactorily complete the Services as authorized herein. The Contractor warrants that its performance of any other services during the Contract Term will not interfere with the faithful and timely performance of this Contract.

The Contractor warrants that it is qualified and registered to conduct business in the State of Florida. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its obligations under this Contract. The Contractor warrants that neither it nor any affiliate is currently on the State of Florida's Convicted Proposer List maintained pursuant to Section 287.133, Florida Statutes, Suspended Proposer List maintained pursuant to Section 287.1351, Florida Statutes, Discriminatory Proposer List maintained pursuant to Section 287.134, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Commission in writing if its ability to perform is compromised in any manner during the term of the Contract. Failure to disclose any pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its obligations under this Contract, during the procurement or performance of this Contract may constitute a material breach of the Contract, at the discretion of the Commission.

The Contractor warrants that the Services will be of the type and quality described in the Scope of Services (Section 2) of the RFP, and will be performed by adequate numbers of qualified individuals with suitable training, education, skill, and experience, in a diligent and professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Contractor warrants that it will perform the Services in a manner that complies with all applicable laws, rules, or regulations. The Contractor warrants that it shall use reasonable endeavors to maintain continuity in its Professional Staff that are engaged to provide the Services. The Contractor will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, viruses, spyware, backdoors, or other deleterious components. The Contractor shall work with and cooperate with the Commission's personnel and/or contractors in order to minimize disruption to the Commission's operations. The Contractor will obey all pertinent rules and regulations communicated to it by the Commission while on the State of Florida's premises or when accessing systems, networks, or software of the Commission, the Legislature, or the State of Florida.

22. Notices

All legal or other notices and other communications required or permitted to be given under this Contract other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or electronic mail with read receipt confirmation with a copy sent by another means specified herein, addressed to the respective Parties as follows:

To Commission:

The Florida Commission on Ethics
Executive Director
325 John Knox Road
Building E, Suite 200
Tallahassee, FL 32303
stillman.kerrie@leg.state.fl.us

and

The Florida Commission on Ethics
General Counsel
325 John Knox Road
Building E, Suite 200
Tallahassee, FL 32303
zuilkowski.steven@leg.state.fl.us

To Contractor:

[Insert Contractor’s contact/address information]

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

23. Contract Manager

The Contract Manager on behalf of the Commission is Kerrie J. Stillman, Executive Director, 325 John Knox Road Building E, Suite 200 Tallahassee, FL 32303, and is the Commission employee who is primarily responsible for overseeing Contractor’s performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager on behalf of the Contractor is _____, and shall have the authority to make binding commitments on the Contractor’s behalf with respect to the performance of this Contract. All written and verbal approvals referenced in the Contract must be obtained from the Parties’ Contract Managers or their designees, and all notices must be given to the Parties’ Contract Managers.

24. Public Records

Unless specially exempted by law, all records made or received by the Contractor in conjunction with this Contract or the RFP may be public records available for inspection by the public in accordance with the provisions of Article I, Section 24, The Constitution of the State of Florida, and Chapter 119, Florida Statutes. If the Contractor receives a request for public records, the Contractor shall

immediately notify the Commission's Contract Manager of the request and shall coordinate the production of records to the requestor with the Commission's Contract Manager. However, in order to ensure that records subject to any exemption are not disclosed, the Contractor shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Commission's Contract Manager. The Contractor and its Professional Staff shall maintain all records related to the Services provided pursuant to this Contract and the RFP in a manner allowing for compliance with public record requirements. The Commission, in its sole discretion, will determine whether a record that is created pursuant to the negotiation or performance of this Contract or the RFP is a public record, regardless of which Party is in possession of the record. Refusal of the Contractor to allow public access to such records after a determination has been made by the Commission's Contract Manager shall constitute grounds for immediate termination of this Contract.

If any part of the RFP, the Contract, or records and communications exchanged between the Commission and the Contractor relating to the negotiation or performance of this Contract contains documents, data, or records that the Contractor considers to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, The Constitution of the State of Florida, or other legal authority ("Contractor Protected Information"), the Contractor must also simultaneously provide the Commission with a separate redacted copy of the Contractor Protected Information and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory or other legal citation for such exemption. This redacted copy shall contain the Contractor's name, the RFP number as appropriate, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Commission at the same time the Contractor submits the Contractor Protected Information to the Commission and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Redacted Copy shall be provided to the Commission in electronic format. If the Contractor fails to submit a Redacted Copy of any Contractor Protected Information it claims are confidential, trade secret, or otherwise not subject to disclosure within seven (7) calendar days of providing them to the Commission, then the Contractor waives any such claim that the Contractor Protected Information are confidential, trade secret, or otherwise not subject to disclosure, and the Commission may produce the entire un-redacted Contractor Protected Information submitted by the Contractor in an answer to a public records request or other request made pursuant to law or legal process.

The Contractor shall be solely responsible for defending its determination that the redacted portions of its documents, data, or records are confidential, trade secret, or otherwise not subject to disclosure. Further, the Contractor shall fully protect, defend, indemnify, and hold harmless the Commission from any and all claims, suits, actions, damages, losses, litigation, costs and expenses of every name and description (including legal costs and expenses), brought by third parties arising from or relating to the Contractor's determination that the redacted portions of its documents, data, or records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

Nothing herein shall be construed as waiving the sovereign immunity of the Commission or of the State of Florida, or consent by the Commission or the State of Florida to suit by third parties.

25. Best Pricing Provision

The Commission requires that the cost, rates, and terms offered to the Commission during the terms of the Contract are at least as favorable as the cost, rates, and terms offered to Contractor's similarly situated users. The Contractor may be requested to complete an affidavit confirming that its prices

charged to the Commission meet this contractual requirement. The Contractor's failure to provide such affidavit upon the Commission's request shall constitute grounds for termination of this Contract.

26. Contractor's Professional Staff

The Contractor agrees that it must notify the Commission's Contract Manager of any changes to Professional Staff assigned to the Contract before that individual begins work on or gains access to any information related to the Contract. The Contractor's notification to the Commission's Contract Manager must include the names of the Professional Staff, a reason for the substitution, along with a copy of the staff's resume describing roles and experience of each new Professional Staff to be assigned to this Contract.

Contractor shall have full responsibility for the successful performance and completion of all of the Services required by this Contract. All Professional Staff assigned by the Contractor to perform Services under this Contract shall be employees of the Contractor or independent contractors of the Contractor who have been approved by the Commission. For purposes of this Contract, independent contractors of the Contractor who have been approved by the Commission shall be subject to the same terms and conditions of this Contract as if they were employees of the Contractor.

Contractor is responsible for all acts and omissions of Professional Staff under or relating to this Contract as if they were the acts or omissions of the Contractor.

In providing Professional Staff to perform the Services under the Contract, the Contractor agrees to comply with all applicable laws, including those pertaining to eligibility, non-discrimination, and working conditions. The Contractor will be responsible for validating the identity of each individual and for ensuring that all Professional Staff have proper working permits and legal immigration status, as applicable, at all times while assigned to perform the Services.

All Professional Staff will be at all times considered employees or agents of the Contractor and will not be considered employees or agents of the Commission. As between the Contractor and the Commission, the Contractor is solely responsible for the payment of all wages, salaries, benefits, and other amounts due to, or that may accrue, to such Professional Staff. The Contractor will also be solely responsible at all times for all financial, reporting, and legal obligations as the employer of such Professional Staff, including, U.S. and non-U.S. social security or other mandatory social welfare benefit programs, all income and contributory income taxes and withholdings in any jurisdiction, unemployment taxes and compensation, workers' compensation insurance and protections, and all applicable statutory and other benefits.

The Contractor will manage, supervise, and provide direction to all Professional Staff to ensure that the Professional Staff are fully compliant with the obligations and restrictions applicable to the Contractor under this Contract.

The Contractor is responsible for and shall meet or exceed industry standards and any specific or general requirements in the Contract, regarding security screenings of all Professional Staff it designates to provide the Services defined by this Contract, including any subcontractors or employees of subcontractors, with access to the Commission's data. The Contractor will not assign any person to perform Services under this Contract who has been convicted of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has been convicted of a felony.

The Contractor will assign an adequate number of Professional Staff to perform the Services who are properly educated, trained, experienced, and fully qualified for the duties they are assigned to perform. The Commission will have the right to review the qualifications of all Professional Staff assigned to perform Services under this Contract.

27. Confidentiality and Safeguarding Information

All of the Commission's data, in whatever form that the Professional Staff may be provided access to it, will be deemed the sole property of the Commission. The Contractor and its Professional Staff, employees, or contractors (including subcontractors), will use this information only for the purposes of performing the Contractor's obligations under this Contract. The Contractor and its Professional Staff, employees, or contractors (including subcontractors), will not publish, transmit, release, or disclose this information to any other person without the Commission's prior written consent, nor will any Party retain any of the Commission's data longer than necessary to perform the services of the Contract, or as required by law.

The Contractor or the Contractor's Professional Staff may also obtain access to confidential or exempt information pursuant to the Services provided under this Contract. The provisions of Chapter 119, Florida Statutes, and other applicable state and federal laws will govern disclosure of any confidential or exempt information.

The Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract. Except as necessary to fulfill the terms of this Contract and with the permission of the Commission, the Contractor and the Contractor's Professional Staff shall not divulge to third parties any confidential or exempt information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, employees, or Professional Staff in the course of performing the Services pursuant to this Contract, including, but not limited to, security procedures, business operations information, commercial/proprietary information, or information considered confidential and/or exempt under the provisions of Chapter 119, Florida Statutes.

The Contractor agrees to abide by all applicable Commission security procedures and policies. The Contractor (including its Professional Staff, employees, subcontractors, agents, representatives, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or any personal or Contractor-supplied computer or peripheral device with the capacity to hold information, except upon written consent of the Commission. At all times, the Contractor and its Professional Staff shall abide by State and Federal laws concerning the storage of personal identifying information. Failure to strictly comply with this provision shall constitute a breach of contract.

The Contractor will implement and maintain appropriate policies and procedures to safeguard the Commission's data. The Contractor acknowledges and agrees to contractually bind its Professional Staff and any subcontractors to comply with the same confidentiality requirements to which the Contractor is bound under this Contract.

If the Contractor's Professional Staff, including subcontractors, providing Services under the terms of this Contract have access, in whatever form or function, to the Commission's data, the Contractor will ensure that any such individuals sign a confidentiality agreement, prior to any such activity or access. This agreement must contain provisions regarding nondisclosure of the Commission's data or data obtained through the performance of the Contract.

The Contractor may disclose the Commission's data only to those Professional Staff, including subcontractors, who have a need to know this Commission's information in order to perform their duties under the Contract and only to the extent that it is necessary.

Regardless of the form of any formal agreement that the Contractor has signed with its Professional Staff, including subcontractors, the Contractor will retain liability for all breaches of this Contract and for acts or omissions and/or unauthorized retention, use or disclosure of the Commission's data by its Professional Staff, including subcontractors.

28. Security Breaches/Inappropriate Data Access

The Contractor shall notify the Commission in writing of any disclosure of unsecured confidential information obtained by the Contractor, its Professional Staff, employees, subcontractors, agents, or representatives which is not in compliance with the terms of the Contract. The Contractor shall also report to the Commission any Security Incidents, including those incidents reported to the Contractor by its Professional Staff, employees, subcontractors, agents, representatives, or any other individuals to whom the Contractor exposes confidential information obtained under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction, or retention of Commission's data in the Contractor's possession or electronic interference with the Commission's operations. Any security breaches or inappropriate access of the Commission's data shall be immediately reported to the Commission's Contract Manager upon knowledge by the Contractor (no less than four hours from the discovery of the breach) and may result in termination of this Contract. The Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use and/or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure (vii) any other information known to the Contractor regarding the incident or ongoing threats related to it.

In the event of any impermissible disclosure, loss, or destruction of the Commission's data, the Contractor shall take all reasonable steps to mitigate any potential harm or further disclosure, loss, or destruction of such information. In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with Section 501.171, Florida Statutes. When notification to affected persons is required under this section of the statute, the Contractor shall provide that notification, but only after receipt of the Commission's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the Contractor does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.

29. Advertising Prohibition

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Commission, including, but not limited to, mentioning the Contract in a press release, advertisement, or other promotional material, identifying the Commission or the State of Florida as a reference, or otherwise linking the Contractor's

name and either a description of the Contract or the name of the State of Florida or the Commission in any material published, either in print or electronically, to any entity that is not a part of the Contract.

30. Good Standing

The Contractor must maintain good standing as a Florida or foreign profit or non-profit corporation, partnership, limited liability company, or other recognized business entity authorized to transact business in Florida pursuant to the laws of the State of Florida.

31. Survival

Any provision of this Contract that imposes continuing obligations on the Parties, including Contractor's warranty, indemnity, and data security and confidentiality obligations, shall survive the expiration or termination of this Contract for any reason.

32. Severability

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Contract.

33. Entire Contract/Amendments

This Contract constitutes the full and complete understanding of the Parties to it and supersedes any prior contracts, arrangements, or communications, whether written or oral, related to the same subject matter. This Contract cannot be changed, modified, amended, extended, or augmented except by a writing executed by each Party's authorized representative. Amendments to the Contract may expressly change provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over conflicting provisions of any earlier document forming part of the Contract. However, reasonable changes to the deliverables due dates may occur upon written request and justification by the Contractor and written approval by the Commission's Contract Manager.

34. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by email, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Commission on Ethics:

(Signature)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

Contractor:

(Signature)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

Exhibit A

REQUEST FOR PROPOSAL #950

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Exhibit B

CONTRACTOR'S PROPOSAL

The remainder of this page is intentionally left blank.

ADDENDUM ONE

REQUEST FOR PROPOSAL (RFP) 950 CUSTOMER SERVICE CALL CENTER

This Addendum provides the following information:

The Legislature did not receive any questions pursuant to section 1.3, Questions, in the above-referenced RFP. Therefore, there will not be a Posting of Written Answers by the Legislature on February 7, 2025.

REQUEST FOR PROPOSAL
RFP #950
FOR
CUSTOMER SERVICE CALL CENTER

Proposals to be opened by the
Office of Legislative Services
Purchasing Office
111 West Madison Street, Room 874
Tallahassee, Florida 32399-1400

At 3:00 p.m., February 17, 2025

Name of Proposer ROI CX Solutions

Address 767 S. State Rd. 7

City Margate State FL Zip Code 33068

Signature 

(Authorized Officer)

Han Buttler

(Printed or typed name)

F.E.I.D. 26-3535658 Date 2/17/25

Telephone Number (385) 208-2003

Email Address: tomas@365roi.com

ROI CX Solutions

FEBRUARY
2025

TECHNICAL PROPOSAL

RFP #950

CUSTOMER SERVICE AGENCY

Presented To:

Florida Office of Legislative Services



**ROI CX SOLUTIONS
POINT OF CONTACT**

Tomás Molina
Director of CX Solutions
385-208-2003
tomas@365roi.com



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SECTION 1

Mandatory Requirement for Technical Proposal

**Attachment A
Certification**

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

- To the best knowledge of the person signing the Proposal, the Proposer, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this RFP are not on the State of Florida's Convicted Proposer List, Suspended Proposer List, Discriminatory Proposer List, or on any similar list maintained by any other state or the federal government.

Name of Proposer ROI CX Solutions

Signature  Printed or Typed Name Han Buttler

RFP #950: Customer Service Call Center

Attachment B
Non-Collusion Statement

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 services, 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 document for the organization and that the organization is in compliance with all requirements of this Request for Proposal including, but not limited to, certification requirements. In submitting a Proposal, the organization offers and agrees that, upon acceptance, the organization is deemed to have sold, assigned, and transferred 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 antitrust laws of the United States and the State of Florida relating to the particular commodities or services which may be purchased or acquired by the State of Florida or political subdivision thereof.

Organization: ROI CX Solutions

Signature: 

(Authorized Officer)

Signature: Han Buttler

(Printed or Typed Name)

Proposer: ROI CX Solutions

RFP #950: Customer Service Call Center

Attachment C
Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent, or lobbyist who is/was a current or former member, officer, or employee of the Florida Legislature or any of its units, including the Commission, and was, is, or will be significantly involved in preparing or approving this contract, representing the interests of the organization regarding this contract, or doing the work covered under this contract.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

That the following identified current or former member, officer, or employee of the Florida Legislature or any of its units, including the Commission, owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

RFP #950: Customer Service Call Center

Name of Proposer: ROI CX Solutions

By: 
(Manual)

By: Han Buttler
(Typed)

Title or Position: Co-Founder & President

Telephone: 385-208-2003 Date: 7/17/25

Attachment D
Background and Experience

(Information about the Proposer's background and experience)

The remainder of this page is intentionally left blank.

Attachment E
Resume of Proposed Project Manager
&
Summary of Customer Service Staff Qualifications

(Include Resume & Summary)

The remainder of this page is intentionally left blank.

SECTION 2

Qualifications and Experience

1.) EXPERIENCE WITH THE LAST 5 YEARS

We have extensive experience providing tailored call center support to similar **Government Call Center Projects**. Over the years, we've partnered with a variety of companies to deliver seamless customer support, efficient call handling, and advanced technology integration.



areas of specialization

- 24/7 Call Center Services
- Exceptional Customer Service
- Data Security & Reliability
- AI Technology Integration

Below is a list of federal, state, and municipal partners we have successfully supported:

Client Partner Name	Date of Service
WOTC	2024
Tustin City	2023
Federal Emergency Management Agency	2021-2022
Orange County, CA	2021-2022
Summit County	2021-2022
State of Delaware	2020-2022
ERT Government Contractors	2012-2020
Community Service Agency of New Haven	2013

Services we have provided to the above referenced client partners include:

- After Hours Calls
- Billing & Accounts
- Call Monitoring
- Overflow Support
- Customer Education
- Analytics & Reports
- Multilingual
- Tech Integration
- Customer Surveys
- Emergency Calls
- Data Security
- Disaster/Storm Communications

EXPERIENCE REDUCING WAIT TIMES

COMPANY	Wait Time Reduction with ROI CX Solutions
Billings Clinic	99.7 % reduction in wait times.
Delaware Department of Labor	2,000 % initial reduction in wait times with an additional reduction by the end of the year of 1,470 %.
Claire's	140% overall reduction in Average Speed to Answer.
Zumba	13,500% overall reduction in call wait times, reducing hold time from 45 minutes to 20 seconds on 98% of calls.

EXPERIENCE WITH FIRST CALL RESOLUTION WITHOUT ESCALATION

COMPANY	First Call Resolution (FCR) with ROI CX Solutions
Rx Complete360	99.67 % First Call Resolution Rate.
Kendra Scott	80 % First Call Resolution Rate.
Clear	93.1% First Call Resolution Rate.
Alex & Ani	90% First Call Resolution Rate.

EXPERIENCE WITH STRICT DATA SECURITY MEASURES

COMPANY	Strict Data Security Measures with ROI CX Solutions
JND Legal Administration	Agents needed to handle sensitive legal inquiries, adhere to strict script protocols, and client confidentiality measures.
Acadia Law Group	Agents needed to handle sensitive social security information for customers across the US.
US Health Group	Agents needed to comply with strict HIPPA requirements.

2.) DESCRIPTION OF ROI CX SOLUTION STAFFING PLAN & SERVICE READINESS

KEY ROLES & RESPONSIBILITIES

As the **Account/Program Manager**, Matthew Allen, will provide **day-to-day leadership** for the call center. His responsibilities include:



Project Manager
Matthew Allen

- **Staffing & Operations Oversight:** Ensuring adequate staffing levels throughout the project.
- **Training & Readiness:** Equipping representatives with the necessary knowledge and tools to handle inquiries professionally.
- **Quality Control:** Implementing call monitoring, coaching, and performance tracking to maintain high service levels.
- **Escalation Management:** Ensuring prompt resolution of escalated issues and coordinating with the Commission's Contract Manager.
- **Compliance & Security:** Conducting background checks, securing access to the Legislature's **VPN and EFDMS**, and ensuring compliance with Commission protocols.

Our trained **Customer Service Representatives** will assist filers with **EFDMS-related inquiries**, including:

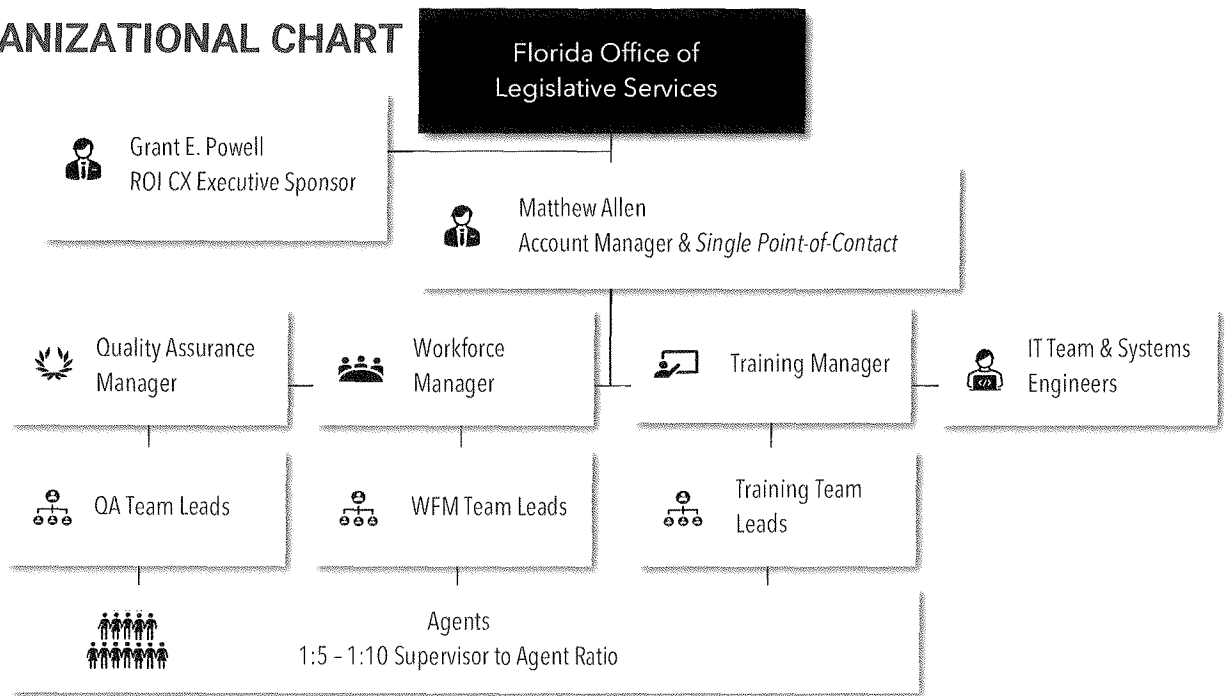


Dedicated
Call Center Reps

- **Login & Access Support:** Troubleshooting authentication and navigation issues.
- **Filing Assistance:** Guiding users through the online submission process.
- **Status Updates & Notifications:** Providing updates on submission status and deadlines.
- **Technical Support:** Assisting with document uploads and browser compatibility issues.
- **Outbound Notifications:** Making proactive calls to remind late filers of their obligations, ensuring compliance.

All **CCRs will be based in the U.S.**, ensuring compliance with the Commission's non-employee facing remote work policy.

ORGANIZATIONAL CHART



Below is a general explanation of each team role, highlighting their responsibilities and contributions to the success of the project.

Executive Sponsorship from the ROI CX Director of Operations

Provides executive oversight and sponsorship for your project, ensuring alignment with strategic objectives and facilitating high-level support and resources.

Quality Assurance Team

Continuously monitor and evaluate the performance of our agents to ensure adherence to your standards. They will implement quality control measures and provide regular feedback and training to maintain high service quality.

Dedicated Account Manager & Primary Point-of-Contact

Oversees all aspects of your project, for seamless coordination and timely execution. With extensive experience in managing complex contact center operations, they will be your primary point of contact.

Workforce Management Team

Specialists who will focus on workforce optimization and analytics, leveraging programs like Verint to enhance efficiency and performance. They will proactively ensure readiness for spikes in volume.

IT Support

24/7 IT Support team provides continuous monitoring and maintenance of system integrations, ensuring minimal downtime and prompt resolution of any technical issues.

Team Trainers

Our trainers will provide comprehensive onboarding and continuous training for all team members, ensuring they are well-equipped to deliver exceptional service. They will focus on both initial training and ongoing skill development for continuous agent improvement.



Matthew Allen

Senior Account Manager

Role to Client	
Account Manager	
Experience	# of Years
Contact Center Team & Account Leadership	19 Years

PROFILE

Matthew is a highly experienced Senior Account Manager with a strong track record in recruiting, training, technology integration, and client reporting. Throughout his 12 years in leadership roles, Matthew has consistently excelled in building and developing high-performing teams, ensuring that they are well-trained and aligned with client goals. He is adept at integrating technology solutions that streamline operations and enhance performance, while his keen attention to detail in client reporting ensures transparency and data-driven decision-making. Matthew's ability to effectively manage these critical aspects of account management makes him a trusted partner in delivering exceptional client outcomes and fostering long-term success.

EXPERIENCE

Sr. Account Manager, 2016 - Present

Works closely with clients, providing transparent reporting and fostering long-term partnerships. Manage dedicated teams, ensuring service level agreements (SLAs) are met or exceeded, and driving continuous improvement in quality and performance. Develop and implement training programs, coach team members, and oversee the integration of advanced technologies such as IVR systems and performance management tools.

Key Achievements:

- Successfully improved client service level from 54% to 98.5%, significantly improving customer experience.
- Drove a 20% improvement in quality scores, enhancing customer satisfaction.
- Led a team to contribute over 65% of total program sales, surpassing previous performance levels.
- Spearheaded site-wide customer service initiatives, contributing to improved client feedback and recognition.
- Achieved highest account revenue since a program's inception, with consistent year-over-year growth.
- Successfully expanded client team size by 600% in a short time-frame.
- Managed a large team of supervisors and agents, driving performance improvements and operational success.

Operations Project Manager, 2013-2016

Associate Manager, 2007-2010

Team Leader, 2005-2007

SAMPLE CUSTOMER SERVICE REPRESENTATIVE JOB DESCRIPTION

Note: The following job description is a sample only. Your Account Manager will work closely with you to build the ideal agent profile, ensuring that recruitment aligns with your specific needs and expectations.

Join our dynamic team at ROI-CX Solutions, where you'll be the first point of contact for our valued customers. As Customer Service Call Center Agent, you'll provide outstanding support, solve problems, and deliver a positive customer experience in a fast-paced environment.

Key Responsibilities:

- Handle inbound and outbound customer interactions (voice, chat, email, and text) with professionalism and courtesy.
- **Answer inbound calls** – Respond to inquiries from individual filers calling the Commission.
- **Provide technical assistance** – Help filers with login issues, browser compatibility, and navigating the EFDMS.
- **Guide filers through form completion** – Assist with completing and submitting financial disclosure forms, including uploading necessary documents.
- **Escalate complex issues** – Identify when an issue requires escalation and route it to a designated specialist for resolution.
- **Call documentation** – Record all customer interactions in EFDMS and track issues to ensure timely resolution.
- **Provide standardized responses** – Answer common questions, such as why a filer is required to submit the form and how to remove themselves from the list.
- **Perform outbound calls** – Contact filers after the deadline to remind them of their obligations.
- **Follow standard procedures** – Operate under established guidelines, checklists, and Commission-approved training.
- Maintain a high level of product/service knowledge to assist customers effectively.
- Meet or exceed performance metrics, including customer satisfaction, response time, and call resolution rates.
- Follow company policies and procedures to ensure compliance and quality standards.

Qualifications:

Education: High school diploma or equivalent required.

Experience: No prior experience necessary—on-the-job training provided! Prior experience supporting government entities, a plus.

Skills:

- Strong communication skills, both verbal and written.
- Active listening and problem-solving abilities.
- Basic computer skills and ability to navigate multiple systems.
- Ability to work in a team-oriented environment.

Attributes: Positive attitude, patience, teachable, and a customer-first mindset.

4) ABILITY TO MEET CALL CENTER REQUIREMENTS

TECHNICAL SOLUTIONS

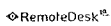
By integrating AI-driven analytics, real-time monitoring, and automation, ROI CX Solutions not only meets your needs but also improves efficiency, compliance, and service quality, including:



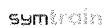
Advanced telephony solutions like Five9 and Genesys support **seamless call transfers and direct incoming calls.**



Secure VPN and browser compatibility ensure representatives **can access the Legislature's EFDMS** and call tracking systems.



Caller ID customization is possible through Five9, enabling outbound calls to **display "Commission on Ethics."**



AI-powered call monitoring and recording via Verint, NICE CXone, and LevelAI **enhance quality control.**



Automated reporting tools like Salesforce and ScreenSteps **streamline daily and weekly call metrics reporting.**

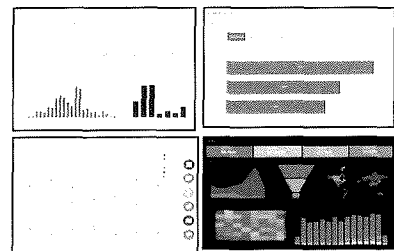


Scalable workforce solutions such as Paycom, RemoteDesk, and SymTrain allow **dynamic staffing adjustments.**

REPORTING & DATA ANALYTICS



Daily & Weekly Call Reports: We will track and submit **detailed call statistics**, including: Call volumes, Resolution times, Escalation trends, Filer satisfaction levels, etc.



ROI CX Client Central Reporting Portal: This is our main reporting portal, providing a detailed view of customer interactions with customizable reports. You can access and monitor key performance indicators (KPIs) at your preferred frequency, offering real-time insights.

SCALABLE WORKFORCE & TRAINING APPROACH

ROI CX Solutions is well-versed in managing seasonal call centers, scaling up or down as demand fluctuates. Our approach includes:

- **Pre-Filing Period:** Training a core team of CCRs.
- **Peak Filing Period:** Rapidly onboarding additional representatives.
- **Post-Filing Follow-Ups:** Deploying a **dedicated team** for outbound compliance reminders.

EXAMPLE	SEASONAL STAFFING FLEXIBILITY
VISA, inc.	960 % overall scalability with 277% seasonal growth spurts. Grew multiple 100s during peak season then ramped down to 50 on off season.
Solutran	1,118 % overall peak scalability. Scaled up internal recruitment team to accommodate spike. Now have a flex recruitment team composed of 15 Account Managers who step in to recruit when needed.
TPx	631% overall peak scalability in just 1 year.
Nextiva	500% overall scalability with plans to increase over next year.

TRAINING & QUALITY ASSURANCE



Comprehensive Training: Our onboarding program includes EFDMS system training, compliance, security protocols, and customer service best practices.



Ongoing Skill Development: Agents receive continuous coaching and real-time feedback to maintain high service standards.

We use a variety of e-learning and training platforms (such as Verint, CoAssemble, AmplifAI, Central, and more) to custom-build training curriculum. These programs allow us to customize a variety of training materials including but not limited to:



Training Videos



Flashcard
Challenges



Gamification



Fun and Interactive
Quizzes



Virtual Classrooms

EXAMPLE

Custom Scripting and Training

MODERN MUSEUM OF ART (MoMA) NEEDS & CHALLENGES:

- **Custom Scripts & Training for Increased Membership Sales**

MoMA entered a period of decreased membership sales due to low customer service quality that failed to reflect the museum's status as a pioneer in modern art. Agent expertise gaps limited support quality leading to a loss of income from memberships, donations, and museum store sales.

RESULT OF PARTNERSHIP WITH ROI CX SOLUTIONS:

- Maintained a 93% average Quality Assurance Score.
- Exceeded client's target with 85% consistent service levels.
- **21% conversion rate for contacts resulting in a dramatic increase in memberships, donations, and sales.**
- Less than 5% call abandonment rate.

EXAMPLES

Coaching & Performance Assessment Success

CLEAR

We installed a new **coaching-focused management team**, revamping the client's hiring and training strategies. The partnership surpassed industry standards, resulting in an initial 78.1% First Call Resolution rate and improved to **93.1 % First Call Resolution**.

Geneva Woods Pharmacy

By focusing on **ongoing agent coaching**, we maintained high service quality and operational efficiency. This client's metric goals were exceeded by our agents, across the board!

Example: Tailored Training for better Q/A Client: Geneva Woods Pharmacy

NEED TO IMPROVE SERVICE QUALITY AND CUSTOMER SATISFACTION

Geneva Woods Pharmacy, a CVS Health company, encountered significant bottlenecks as they expanded, leading to poor turnaround times and a decrease in customer service and satisfaction.

TAILOR-MADE TRAINING, REAL-TIME OVERSIGHT AND ONGOING COACHING

ROI CX conducted rigorous training programs to prepare agents for efficient and accurate order handling. We deployed an experienced Quality Assurance management team to monitor operations and swiftly address any issues in real-time. Ongoing coaching and support resulted in high service quality and operational efficiency. The program resulted in:

99% QA Score

Quicker Order

Brand Consistent Training

Improved Customer

Exceeded Client Expectations in All Key

Example: Tailored Training Client: VISA, inc.

VISA NEEDS & CHALLENGES:

- **Expert Agents in Emerging Markets**

As VISA expanded into new markets, they encountered a range of significant challenges and needed agents with specialized expertise to effectively navigate these varied and complex landscapes. The agent's ability to engage with small and medium-sized businesses (SMB) was particularly hard as this segment presented unique demands and opportunities.

RESULT OF PARTNERSHIP WITH ROI CX SOLUTIONS:

- Achieved 40% SMB supplier program enrollment rate.
- Successfully expanded into both domestic and European SMB market.
- **Initial training program launch increased annual revenue by more than \$2 Billion.**
- Dramatically increased speed-to-market for new campaigns.
- **\$24 Billion overall revenue increase, to-date.**
- Successfully scaled training program for seasonality by 277%.

Example:

Quality Assurance Success

Client:

Ali'i Health Center

NEED TO IMPROVE PATIENT RESPONSE TIMES & SERVICE QUALITY

Ali'i Health Center faced a critical challenge with call volume surges. The medical staff found themselves struggling with the increased calls, leading to decreased service quality and a growing number of patient questions going unanswered.

A CUSTOM QUALITY ASSURANCE PROGRAM

ROI CX implemented a custom-built, continuous education training program to broaden call center agent's knowledge in medical specialties, preparing them to contribute to the newly implemented Quality Assurance Program. ROI CX integrated advanced systems such as EHR Epic for patient notes, Connex for scheduling, and RingCentral to promote a seamless patient experience, supporting the Quality Assurance framework. The program, supported by Ai-assisted technology, resulted in:

86% Average QA

95% Fewer

200% Better Answer

48% Lower Costs with Uncompromised

Patient Trust Restored

COMPLIANCE & RISK MANAGEMENT

SECURITY COMPLIANCE:

Privacy and data security are top priorities at ROI CX Solutions! We are certified and compliant with several industry-leading standards, including **PCI, HIPAA, SOC 2 Type II, ISO270001, GDPR**, and **HiTrust** requirements.



BUSINESS CONTINUITY & DISASTER RECOVERY:

Our redundant infrastructure ensures uninterrupted service even during emergencies.

TECHNOLOGY CHANGE MANAGEMENT:

ROI CX follows a structured change management process to swiftly implement system updates without service disruptions.

MEETING ALL STATED REQUIREMENTS

ROI CX Solutions' proposal **fully meets** each requirement specified in the RFP, including:

CALL HANDLING & TECHNOLOGY:

Secure, **cloud-based call center platform** capable of handling both direct incoming and transferred calls from the Commission.

Caller ID configuration to **display "Commission on Ethics"** for outbound filing reminders.

CALL QUALITY MONITORING & REPORTING:

100% call recording & live monitoring for training, compliance, and performance tracking.

Daily & weekly reports tracking call volume, queue times, resolution rates, and escalation trends.

AI-Enabled monitoring ensures compliance provides real-time feedback to agents.

DEDICATED PROGRAM MANAGEMENT:

Matthew Allen, Project Manager, will oversee operations, staffing, compliance, and escalation resolution.

SCALABILITY & ADAPTABILITY:

Staffing levels **adjusted in real time** based on **call volume fluctuations** to maintain service levels.

ROI CX has experience managing **seasonal call centers**, ensuring quick **ramp-up or scale-down** as needed.

AI-POWERED SUPPORT & AUTOMATION

AI-driven chatbots assist with routine inquiries and predictive analytics optimize call routing for faster issue resolution.

BILINGUAL SUPPORT:

English & Spanish-speaking agents available to assist all filers.

SEAMLESS INTEGRATION WITH EFDMS & VPN ACCESS:

Secure **access to the Legislature's VPN** for system interaction.

Multi-browser compatibility to ensure representatives can navigate the EFDMS platform smoothly.

QUEUE TIME COMPLIANCE:

Dedicated workforce management ensures **queue times remain under one minute**, as required in **Section 2.4**.

DATA-DRIVEN APPROACH & CALL VOLUME CONSIDERATION

We have analyzed **Section 2.1's call volume data** and plan to incorporate the following:

PEAK SEASON READINESS

- **Pe-train additional staff** for anticipated volume spikes.
- Dynamic **staffing models** allow us to **proactively adjust** workforce levels.

CALL HANDLING STRATEGY ALIGNED WITH HISTORICAL TRENDS

- Average **call handling time (~8 minutes)** and **call wait time (~5.57 seconds)** were analyzed.
- Our **forecasting model** ensures **accurate staffing levels** to handle predicted volumes.

PROACTIVE FILER ENGAGEMENT

- **Outbound call campaigns** remind filers before deadlines, reducing **last-minute spikes**.

Example:

Volume Surge Support Success

Client:

Nextiva

NEED TO ADDRESS SUPPORT VOLUME SURGES & CUSTOMER SATISFACTION

Nextiva saw an unforeseen surge in support volume during the COVID-19 pandemic, challenging their "universal" agent model scalability and efficiency. This placed pressure on their internal support team responsible for round-the-clock bilingual support.

PROCESS REENGINEERING AND WORKFLOW OPTIMIZATION

ROI CX streamlined agent workflows and created comprehensive process documents in collaboration with the client, enhancing operational efficiency through technology assessments that identified automation opportunities. We optimized the use of the client's NextOS system and identified opportunities for operational improvements.

Significantly Improved Customer Satisfaction

Exceeded SL Targets

Centralized Project

Laid the Groundwork for Company Expansion

EXAMPLE

High Volume Support Excellence

Orange County Health Agency

COVID-19 related call volumes went from 8,800 **to 13,000 calls within a 4-day period**. Maintained a 94% service level average.

Panera Bread

Productivity **increased to 16.06 emails per hour** while decreasing agent's need for help ratio by 8% and a **48% growth in ticket handling capacity**.

National Church Senior Residences

Call handling increased to 15,000/month while average handle time was reduced by two full minutes from 0:04:30 to 0:02:30.

PLAN TO MAINTAIN LESS THAN ONE MINUTE QUEUE TIMES

We understand that maintaining a queue time of less than one minute is critical to ensuring a seamless experience for filers. ROI CX Solutions employs **advanced workforce management strategies, AI-powered call routing, and real-time monitoring** to optimize call distribution and minimize wait times.

Our **scalable staffing model** and **proactive adjustments** guarantee that all callers receive prompt assistance, even during peak periods. Below are the key components of our approach to meeting this service level commitment.

WORKFORCE MANAGEMENT & AI ROUTING:

- Ensures fast call distribution and load balancing across available agents.
- Escalation protocols in place for high-priority cases, ensuring no backlog.

REAL-TIME MONITORING & ADJUSTMENTS:

- Call volumes tracked live with adjustments to staffing as needed.
- Overflow agents available to handle spikes without disrupting queue times.

SERVICE LEVEL AGREEMENT (SLA) COMMITMENT:

- ROI CX guarantees compliance with the less-than-one-minute queue requirement.

VALUE-ADD FOR IMPROVED CUSTOMER SERVICE

ROI CX Solutions is at the forefront of leveraging new technologies, including AI, to enhance our Call Center services. By incorporating AI into our processes, we can offer more efficient, personalized, and effective Call Center services, giving you a competitive edge in the market.



KNOWLEDGE.AI >>> ANSWERING CUSTOMER QUESTIONS FASTER

Today, when a customer asks a question that isn't very easy to answer, typical agents put them on a "brief hold" to go search knowledge base articles or ask a supervisor. Knowledge AI eliminates the need for agents to scour through knowledge bases. Agents can simply type the question and get ready-to-use answers. Once we have connected Knowledge AI to your Knowledge Bases, AI analyzes the information sources to deliver the best response to customer questions, instantly!



AUTO SUMMARY >>> AUTOMATICALLY CAPTURING CUSTOMER INTERACTIONS

With Generative AI-powered Auto Summary, we eliminate the need for agents to capture notes. Generative AI can create summaries in multiple formats. Eliminating agent workload and allowing them to focus on what matters most: assisting your customers.



AUTO COACHING >>> IMMEDIATE, IN-THE-MOMENT COACHING

QA and manager-driven coaching are critical methods for improving agent performance. But with AI, there's an opportunity to complement these workflows with agent self-coaching. Auto-created feedback from Generative AI is served up to agents so they can make quick adjustments on their own to improve performance, without having to wait for QA coaching or supervisor feedback. This method cuts down time to improvement in agent performance and impacts a wide range of KPIs like CSAT and FCR.

SECTION 3

References

**Attachment F
Reference Form**

Please use the format below for submitting references. A minimum of two references are required.

Reference Client 1: Delaware Department of Labor

Contact Person and Title: Darryl Scott, Director, Division of Unemployment

Mailing Address: _____

Phone Number: 302-761-8350 Email Address: darryl.scott@delaware.gov

Type of Services Provided: Customer Service Dates Services Provided: 4/2020 - 12/2022

Reference Client 2: Patriot Communications

Contact Person and Title: Dave Gregitis, Managing Director of Sales

Mailing Address: _____

Phone Number: 610-225-0131 Email Address: dgregitis@patriotllc.com

Type of Services Provided: Customer Service Dates Services Provided: 12/2022 - Present

Reference Client 3: Tailored Brands

Contact Person and Title: Scott Moomaw

Mailing Address: _____

Phone Number: 713-204-6838 Email Address: scott.moomaw@tailoredbrands.com

Type of Services Provided: Customer Care Dates Services Provided: 2012-2024

Reference Client 4: Marc Fisher Footwear

Contact Person and Title: Lee Bissonette

Mailing Address: _____

Phone Number: 631-533-2477 Email Address: lee.bissonette@fisherfootwear.com

Type of Services Provided: Customer Care Dates Services Provided: 2021-2024

RFP #950: Customer Service Call Center

Proposer: ROI CX Solutions

ROI CX Solutions

**FEBRUARY
2025**

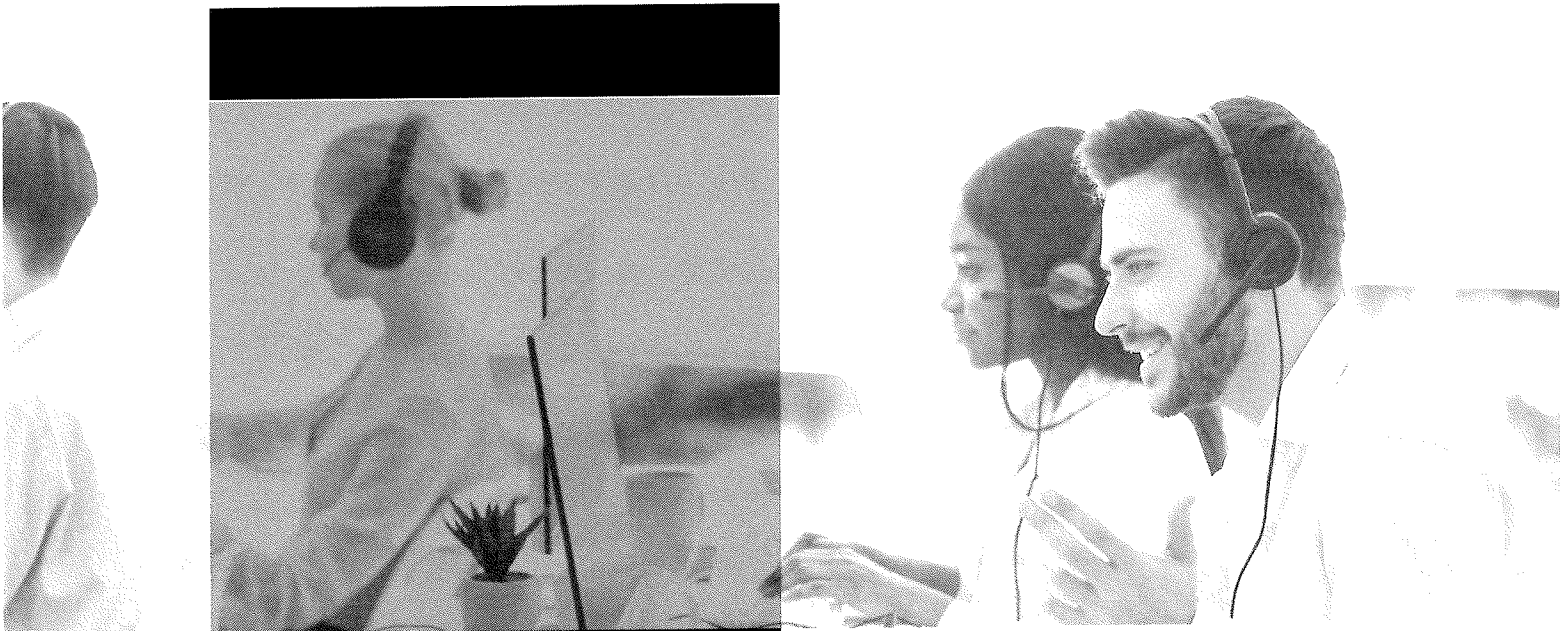
COST PROPOSAL

RFP #950

CUSTOMER SERVICE AGENCY

Presented To:

Florida Office of Legislative Services



**ROI CX SOLUTIONS
POINT OF CONTACT**

Tomás Molina
Director of CX Solutions
385-208-2003
tomas@365roi.com



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American Fork, UT 84003

