August 29, 2016

Invitation to Negotiate (ITN)
For
Statewide Travel Management System

ITN No. 23-90120000-D
The State of Florida
Department of Management Services
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Section 1 Introductory Section

1.1 Introduction
The State of Florida Department of Management Services’ Division of State Purchasing (Department or DMS) is issuing an Invitation to Negotiate (ITN) to conduct this solicitation. This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Application and Vendor Bid System (VBS). The VBS shall serve as the official system of record.

1.2 ITN Goals
The objective of the Department in issuing this solicitation is to establish a contract that provides the preferred solution for a statewide travel management system to be used by all executive branch state agencies and the judicial branch. The desired services are described in Section 4, Scope of Work, of this solicitation document.

1.3 Anticipated Contract Term
The Department invites interested companies to submit Replies in accordance with this ITN to establish a State Term Contract (STC) for a Statewide Travel Management System. The Contract is anticipated to begin on January 30, 2017, and the initial term is anticipated to be three years. The Statewide Travel Management System must be operational and available to state agencies by April 1, 2017.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to three years, at the renewal pricing specified in the Contract. The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State.

1.4 Scope
The Department is seeking to acquire and implement a Statewide Travel Management System that standardizes and automates travel management to include travel planning and approval, expense reporting, and reimbursement. The state currently processes approximately 200,000 travel transactions per year at a cost of approximately $100 million. Funding for this project is subject to annual appropriation by the legislature. The scope and requirements for any contract resulting from this ITN are listed in Section 4, Scope of Work, which may be modified as a result of negotiations.

1.5 Definitions
Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

1.5.1 Confidential Information
Any portion of a Respondent’s documents, data, or that the Respondent claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, and is clearly marked “Confidential.”
1.5.2 Contract
The agreement that results from this competitive solicitation, if any, between the Department and the Contractor.

1.5.3 Contractor
The Vendor that enters into a Contract as a result of this solicitation.

1.5.4 Florida Accounting Information Resource (FLAIR)
A double entry, computer-based, general ledger accounting system, which is utilized to perform the State’s accounting and financial management functions.

1.5.5 MyFloridaMarketPlace (MFMP)
The State of Florida’s eProcurement system.

1.5.6 People First System
The State of Florida’s self-service, secure, web-based Human Resources information system.

1.5.7 Product(s)
An item that may be a Product or Commodity which includes service, technology or software. The term Products and Commodities can be used interchangeably throughout this ITN.

1.5.8 Reply
The Vendor’s response to this solicitation.

1.5.9 Respondent
A Vendor who submits a Reply to this ITN.

1.5.10 Vendor
The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.5.11 Vendor Bid System (VBS)
The official internet system of record for this solicitation.

1.6 ITN Award Process
The ITN award process is divided into three phases: Qualification, Evaluation, and Negotiation. The qualification phase is the Department’s initial determination whether a Respondent is responsive and responsible. During the evaluation phase, Replies will be scored using the evaluation criteria set forth in this ITN. Based on evaluation results, the Department may invite one or more Respondents to begin the negotiation phase.

Any award shall be made to the responsive and responsible Respondent who provides the best value to the State based on the Department’s final selection criteria that shall include, but are not limited to, price, quality, design, and workmanship.
1.7 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Respondent to check for any changes to the Timeline of Events. All changes to the Timeline of Events, if any, will be made by issuing addenda to the solicitation and posted on the VBS.

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Event Time (ET)</th>
<th>Event Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITN posted on the VBS and in the MFMP Sourcing Application</td>
<td></td>
<td>08/29/16</td>
</tr>
<tr>
<td>Deadline to submit questions within the MFMP Sourcing Tool Messaging Tab</td>
<td>5:00 P.M.</td>
<td>9/6/16</td>
</tr>
<tr>
<td>Anticipated posting of answers to Respondents’ questions to the solicitation on the Vendor Bid System</td>
<td></td>
<td>9/19/16</td>
</tr>
<tr>
<td>Deadline to submit a Reply, including all required documents in the MFMP Sourcing Application</td>
<td>2:00 P.M.</td>
<td>10/3/16</td>
</tr>
<tr>
<td>Anticipated Reply Opening 4050 Esplanade Way, Tallahassee, FL 32399-0950</td>
<td>2:01 P.M.</td>
<td>10/3/16</td>
</tr>
<tr>
<td>Evaluators Public Meeting 4050 Esplanade Way, Room TBD, Tallahassee, FL 32399-0950 Conference Call Number: Participant Code:</td>
<td>TBD</td>
<td>10/31/16</td>
</tr>
<tr>
<td>Deadline to submit Best and Final Offers including all required documents</td>
<td></td>
<td>1/2/17</td>
</tr>
<tr>
<td>Public Meeting - Negotiation Team Recommendation</td>
<td>TBD</td>
<td>1/9/17</td>
</tr>
<tr>
<td>Anticipated date to post Agency Decision</td>
<td></td>
<td>1/16/17</td>
</tr>
<tr>
<td>Anticipated Contract start date</td>
<td></td>
<td>1/30/17</td>
</tr>
</tbody>
</table>

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING APPLICATION'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TIMELINE. The Reply deadline(s) shall be as reflected in the timeline of this solicitation. The MyFloridaMarketPlace Sourcing Application’s time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Reply as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Reply.
1.8 **Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this ITN until the contract award is made. All emails to the Procurement Officer should contain the solicitation number and name in the subject line of the email.

Procurement Officer for this ITN is:

Joel Atkinson  
Associate Category Manager, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: (850) 487-0758  
Email: Joel.Atkinson@dms.myflorida.com

1.9 **Contact Other than During the Negotiation Phase**

During the time between the release of this ITN and the end of the 72-hour period following the Department's posting of the Notice of Intent to Award, prospective vendors or persons acting on their behalf may not contact any Department personnel or consultants, or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing (by email only) to the Procurement Officer identified in Section 1.7 (“Procurement Officer”) above or as otherwise provided in this solicitation.

1.10 **Addenda to the ITN**

The Department reserves the right to modify this ITN by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS). It is the responsibility of the Respondent to regularly check for addenda to the ITN. The Respondent is solely responsible for determining whether addenda to the ITN have been issued and for reviewing impact of addenda on the ITN. All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the VBS.

1.11 **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 Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a Reply. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a Reply containing a deviation or omission will be considered for award of this procurement. The Department may reject any Reply not submitted in the manner specified by this solicitation.

1.12 **MFMP Training**

The MFMP team offers many training resources, including recorded, online trainings and job aids; view them on the [MFMP for Vendors website](#).

1.13 **Commitment to Diversity in Government Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in
the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

1.14 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s ADA Coordinator at (850) 922-7535 at least five workdays prior to the scheduled event. Any person that is hearing or speech impaired may contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.15 Reply Disqualification

Respondent(s) whose responses to Mandatory Requirements, references, or other information relating to past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which Replies meet the requirements of this solicitation, and which Respondents are responsive and responsible. Each Respondent must meet the requirements and possess the experience and personnel resources to provide the Products described in this ITN to be eligible for award. The Department reserves the right to request additional information pertaining to the Respondent’s ability and qualifications to provide the Products described in this ITN, as deemed necessary during the ITN or after contract award, if any.

1.16 Disclosure of Reply Contents

After the Respondent has submitted its Reply and the deadline for the Reply submission has passed, all documentation submitted in response to the ITN will become the exclusive property of the Department and may not be removed by an employee or agent of the Respondent. All Replies will become the property of the Department and will not be returned to the Respondent.

1.17 Respondent Confidential Information

The following subsection supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must provide the Department with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must state the Department’s solicitation name and number, and the Respondent’s name on the cover, and must clearly state that it is a “Redacted Copy.” The Redacted Copy must be provided to the Department at the same time the Respondent submits its Reply to the solicitation, and must only redact those portions of the Reply that are claimed to be confidential, proprietary, or trade secret. The
Respondent shall be responsible for defending its redaction of portions of its Reply it claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce all documents, data or records submitted by the Respondent in answer to a public records request for these records.

1.18 Protest of Agency Decision or Intended Decision

Any Respondent desiring to protest a decision or intended decision, including the terms, conditions and specifications of this ITN, shall file a notice of protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.19 Bond Must Accompany Formal Protest

When protesting a decision or intended decision (including a protest of the terms, conditions, and requirements of the solicitation), the protestor must post a bond equal to one percent (1%) of the estimated contract amount. The estimated Contract amount is not subject to protest. The protest bond must be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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Section 2 Instructions to Respondents (General and Special)

2.1 General and Special Instructions

Section 2 contains the General Instructions to Respondents, Special Instructions, information concerning the Solicitation Application, and Mandatory Requirements. The PUR 1001, The General Instructions to Respondents, is incorporated by reference and provided at: http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf. In the event of conflict between the General Instructions and Special Instructions, the Special Instructions shall have priority.

Respondents must have a current vendor registration and be active for Sourcing Events within the MFMP Vendor Information Portal at https://vendor.myfloridamarketplace.com/ to be eligible to provide a Reply to the ITN. The Department will not consider or evaluate Replies that are not submitted in the MFMP Sourcing Application. The Department will not consider late Replies. Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events section of this solicitation.

2.2 Online Solicitation Application

2.2.1 General Information

The Department conducts competitive solicitations using the MFMP Sourcing Application.

Respondents shall submit Replies electronically at: https://sourcing.myfloridamarketplace.com/Sourcing/Main.

The VBS is the State’s online posting application for solicitation advertisements and supporting documents which can be found at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu.

To join the event in the MFMP Sourcing Application and post questions related to the solicitation, Respondents must review and accept the agreement to use the MFMP Sourcing Application (see instructions below).

2.2.2 Sourcing Instructions and Training

2.2.2.1 After logging into the MFMP Sourcing Application, the “My Events” section lists events the Vendor has chosen to “Join” (i.e., you intend to submit a formal response).

2.2.2.2 “Public Events” lists those events associated with the commodity codes for which the Vendor registered in its Vendor Information Portal (VIP) account, but which the Vendor has not yet “Joined.”

2.2.2.3 Joining an event moves the event from “Public Events” to “My Events,” allows the Vendor to submit questions about the event, and alerts the Vendor to any associated updates (e.g., event edits, etc.).

2.2.2.4 Vendors must join an event to submit a Reply to the solicitation. To “Join” an event, Vendors must login with their username and password.
2.2.2.5 To respond to a solicitation, Vendors must review and accept the electronic agreement on the “Review and Accept Agreement” page by clicking the radio button next to, “I accept the terms of this agreement.” The Sourcing acceptance acknowledgment agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the product sought, and the general requirements of how the Department seeks delivery of that product. It is a preliminary acknowledgment of the terms and conditions (T&C) of the solicitation. It is not a legally binding agreement that all T&C are accepted as is, without further question, clarification, or negotiations.

2.2.2.6 No Respondent is bound by the contract conditions outlined in the solicitation until the final award occurs.

2.2.2.7 When responding to a solicitation, Vendors should save work frequently at intervals less than 20 minutes. The MFMP Sourcing Application automatically “times out” after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.

2.2.2.8 Clicking the “Save” button within the MFMP Sourcing Application only saves solicitation Replies.

2.2.2.9 To transmit Replies to the State, Respondents must make a specific choice to do so by selecting the “Submit Entire Response” button.

2.2.2.10 After clicking the “Submit Entire Response” button, Respondents are responsible to verify and validate any submitted Reply in the MFMP Sourcing Application to assure their Replies are accurate and complete prior to the solicitation’s closing time.

2.2.2.11 Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised Replies.

2.2.2.12 To validate Replies, Respondents must take the following actions before the Solicitation period ends:

2.2.2.12.1 Click the “Response History” link to confirm that the “submitted” Reply is visible, and therefore formally submitted.

2.2.2.12.2 Confirm that a status of “Accepted” displays next to the submitted response.

2.2.2.12.3 Click on the Reference number of the submitted Reply to review the submission.

2.2.2.12.4 Check the following elements (if applicable):

2.2.2.12.4.1 Text boxes – Is the entire answer viewable?

2.2.2.12.4.2 Yes/No questions – Are the displayed answers correct?

2.2.2.12.4.3 Attachments – Did the attachments upload correctly?
2.2.3 Additional Information Regarding the MFMP Sourcing Application

For technical assistance, Vendors may contact the MyFloridaMarketPlace (MFMP) Vendor Help Desk at (866) 352-3776 or by email at: VendorHelp@MyFloridaMarketPlace.com.

For additional information regarding vendor online training or to view MFMP Sourcing training documents, please see below:

Online Training: http://www.dms.myflorida.com/mfmp/vendor/recordingtraining

2.3 Qualification Phase (Mandatory Requirements)

Respondents must comply with all Mandatory Requirements set forth in this section in order for their Reply to be evaluated for award. The Department will not further evaluate Replies from Respondents that answered “No” to any of the Mandatory Requirements or that fail to upload the required documentation listed in the following sections.

2.3.1 Qualification Questions

Respondents shall submit a Yes/No response to the following Qualification Questions within MFMP Sourcing. A Respondent must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. Respondents that answer "no" to any of the Qualification Questions shall be deemed non-responsive.

<table>
<thead>
<tr>
<th>Qualification Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does the Respondent certify that it is authorized to respond on behalf of its company to this ITN?</td>
</tr>
<tr>
<td>2. Does the Respondent certify that it is not on the Discriminatory or Convicted Vendors list as defined and identified in the PUR 1001?</td>
</tr>
<tr>
<td>3. Does the Respondent certify that it is not on the DMS Suspended Vendor List?</td>
</tr>
<tr>
<td>4. Does the Respondent certify that it is not on the Scrutinized Companies list as specified in Section 287.135 Florida Statutes?</td>
</tr>
<tr>
<td>5. Does the Respondent certify that its company has a current and active registration with the Florida Department of State, Division of Corporations, accessible at the following website: <a href="http://sunbiz.org/">http://sunbiz.org/</a>?</td>
</tr>
<tr>
<td>6. Does the Respondent, if awarded, agree to register and complete an electronic Florida Substitute Form W-9 prior to contract execution? The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Florida Substitute Form W-9. For additional information, please visit: <a href="https://flvendor.myfloridacfo.com/">https://flvendor.myfloridacfo.com/</a></td>
</tr>
<tr>
<td>7. Does the Respondent certify that it is located and will provide services within the continental United States?</td>
</tr>
<tr>
<td>8. Does the Respondent agree to accept all terms and conditions listed in the ITN, draft contract and General Contract Conditions?</td>
</tr>
<tr>
<td>9. Does the Respondent agree that the system they propose in their reply will meet the implementation deadline of April 1, 2017 provided for in section 4.4.17 of the ITN?</td>
</tr>
</tbody>
</table>
2.3.2 Required Documentation

Respondents must upload an electronic copy of the following required documentation in the MFMP Sourcing Application. Scanned copies of original documents are acceptable. MFMP accepts file sizes up to 20 Megabytes in size. All documents and certifications must be current and in effect.

- Attachment A, Organizational Component of the Reply
- Attachment B, Technical Component of the Reply
- Attachment C, Price Component of the Reply
- Attachment D, Certification of Drug-Free Workplace Form
- Attachment E, Scrutinized Companies Form
- Attachment M, Dun & Bradstreet Supplier Qualifier Report
- Attachment N, Department of State Registration

Note: Solicitation forms not mentioned in the section above are required after contract award, prior to contract execution.

2.4 Evaluation Phase and Scoring

Each Reply determined to be in compliance with all mandatory requirements and otherwise responsive and responsible will be evaluated and scored. The Department will evaluate and score only the information submitted in response to this ITN within the MFMP Sourcing Application.

Replies shall be evaluated and scored as follows:

2.4.1 Organizational Component of the Reply (Attachment A)

Attachment A to the ITN contains the requirements for the Organizational Component of the Reply to this ITN. Respondents shall submit their Organizational Component of the Reply in accordance with the requirements contained in Attachment A. To facilitate the Respondents’ submission of their Organizational Component of the Reply, Attachment A is a Word Document that must be completed electronically for uploading into the MFMP Sourcing Application.

The information contained within the Organizational Component of the Reply will be evaluated as to the ability of the organization to deliver the resources necessary to complete the project in a timely manner, as defined below.

Evaluators shall review the reply and determine whether the Organizational Component of the Reply:

- Demonstrates exceptional ability 200
- Demonstrates average ability 100
- Demonstrates minimal ability 50
- Fails to demonstrate ability 0

2.4.2 Technical Component of the Reply (Attachment B)

Attachment B to the ITN contains the requirements for the Technical Component of the Reply to this ITN. Respondents shall submit their Technical Component of the Reply in accordance with the requirements contained in Attachment B. To facilitate the Respondents’ submission of their Technical Component of the Reply, Attachment B is a Word Document that must be completed electronically for uploading into the MFMP Sourcing Application.
The information contained within the Technical Component of the Reply will be evaluated as to the ability of the organization to deliver the system requirements, as defined below.

For each of the System Requirements below, evaluators shall review and determine whether the Technical Component of the Reply:

1. Approval process and Workflow
   - Demonstrates exceptional ability: 200
   - Demonstrates average ability: 100
   - Demonstrates minimal ability: 50
   - Fails to demonstrate ability: 0

2. Reporting
   - Demonstrates exceptional ability: 100
   - Demonstrates average ability: 50
   - Demonstrates minimal ability: 25
   - Fails to demonstrate ability: 0

3. Integration With FLAIR and DFS Certification
   - Demonstrates exceptional ability: 25
   - Demonstrates average ability: 10
   - Demonstrates minimal ability: 5
   - Fails to demonstrate ability: 0

4. Implementation
   - Demonstrates exceptional ability: 100
   - Demonstrates average ability: 50
   - Demonstrates minimal ability: 25
   - Fails to demonstrate ability: 0

5. Agency Integration and Training
   - Demonstrates exceptional ability: 75
   - Demonstrates average ability: 35
   - Demonstrates minimal ability: 15
   - Fails to demonstrate ability: 0

Points will be awarded based on the point structure above, for each system requirement section contained in Attachment B. The following total points are possible for a Technical Score:

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>Requirement Title</th>
<th>Total Possible Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approval Process and Workflow</td>
<td>200</td>
</tr>
<tr>
<td>2</td>
<td>Reporting</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>Integration with FLAIR and DFS Certification</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Implementation</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>Agency Integration and Training</td>
<td>75</td>
</tr>
<tr>
<td><strong>Total Possible Technical Score</strong></td>
<td></td>
<td><strong>500</strong></td>
</tr>
</tbody>
</table>
2.4.3 Price Component of the Reply (Attachment C)

Attachment C to the ITN contains the requirements for the Price Component of the Reply to this ITN. Respondents shall submit their Price Component of the Reply in accordance with the requirements contained in Attachment C. To facilitate the Respondents’ submission of their Price Component of the Reply, Attachment C is a Word Document that must be completed electronically for uploading into the MFMP Sourcing Application.

The Respondent with the lowest price shall receive 200 points. The lowest price will be based on the total of the three prices required. Other Respondents shall receive points for price based upon the following formula:

\[(X) \times 200 = Z\]
\[N\]

Where:
\(X\) = lowest price of all respondents
\(N\) = Respondent’s submitted price
\(Z\) = points awarded

2.4.4 Dun & Bradstreet Report

The Department requires submission of the Respondent’s D&B Supplier Qualifier Report prepared by Dun & Bradstreet (D&B). The D&B Supplier Qualifier Report is a standard report detailing financial and operational capability. The D&B Supplier Evaluation Risk Score will be scored by the Procurement Officer.

The Respondent shall request the SQR report from D&B at:
https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

i Respondents who have an existing D&B account will need to click the “find your company” link of the left side of the page.
ii Enter the Respondent’s Duns Number. If the Respondent does not know the company’s Duns number, the Respondent may use the search feature to find it.
iii Confirm Registration.
iv Enter payment method, information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
v Respondents who do not have an existing D&B account can click on the following link to register:
https://www.dandb.com/product/companyupdate/companyupdateLogin?execution=e1s1

Once the process is complete, an electronic copy of the SQR report shall be submitted as part of the Respondent’s Reply within the MFMP Sourcing Application. The Respondent is required to keep a copy of the submitted report and submit a copy as part of the Reply to this ITN. The Respondent shall not modify the original format of the D&B report.

Since the SQR report shall be a part of the Respondent’s reply, Respondents are advised to allow sufficient time before the Reply due date for D&B processing. Respondents should allow a minimum of 10 business days for D&B to process the report.
If a D&B SQR report cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status.

The Department will use the following rating scale when evaluating the financial viability of the Respondent:

<table>
<thead>
<tr>
<th>SQR Supplier Evaluation Risk Score</th>
<th>Points Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>20</td>
</tr>
<tr>
<td>7-8</td>
<td>40</td>
</tr>
<tr>
<td>4-6</td>
<td>60</td>
</tr>
<tr>
<td>2-3</td>
<td>80</td>
</tr>
<tr>
<td>1</td>
<td>100</td>
</tr>
</tbody>
</table>

2.5 Methodology for Determination of Competitive Range

The Department will average the Organizational Component of the Reply Scores to determine each Respondent’s Average Organizational Score. The Department will average the Technical Component of the Reply scores to determine each Respondent’s Average Technical Score.

The Department will combine the Respondent’s Average Organizational and Technical Scores, Dun and Bradstreet Score, and Price Score to determine the Respondent’s Total Reply Score.

The Department will use the Respondent’s Total Reply Scores to determine a competitive range of Replies for the purpose of negotiations. The Department reserves the right to negotiate with one or more respondents within the competitive range or to reject all replies.

<table>
<thead>
<tr>
<th>Criteria Title</th>
<th>Total Possible Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational</td>
<td>200</td>
</tr>
<tr>
<td>Technical</td>
<td>500</td>
</tr>
<tr>
<td>Price</td>
<td>200</td>
</tr>
<tr>
<td>Dun and Bradstreet</td>
<td>100</td>
</tr>
<tr>
<td>Total Possible Reply Score</td>
<td>1000</td>
</tr>
</tbody>
</table>

2.6 Negotiation Phase

The Department may provide specific agenda topics to the invited Respondent(s) prior to the beginning of negotiations. The Department reserves the right to negotiate concurrently or separately with competing Respondents and may at any time during the Negotiation Phase eliminate a vendor from further consideration. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply does not affect this right. Additionally, the Department reserves the right to conclude negotiations at any time and proceed to contract award. During the Negotiation Phase, the Department may request clarification and revisions to replies (including best and final offers and revised best and final offers) until it is satisfied that it has achieved the best value to the State.
The Department reserves the right at any time during the negotiations process to:

2.6.1 Schedule additional negotiation sessions with any or all invited Respondents.

2.6.2 Require any or all invited Respondents to provide additional revised or final written replies addressing specified topics.

2.6.3 Require any or all invited Respondents to provide a written best and final offer.

2.6.4 Re-open negotiations with any vendor.

2.7 Negotiation Meetings Not Open to Public

Negotiations between the Department and Respondents are temporarily exempted from Chapter 286, Florida Statutes. Negotiation Team strategy meetings are exempted by section 286.0113 (2) (b) 2, Florida Statutes. The Department will record all meetings of the Negotiation Team, as required by law, and such recordings will eventually become a public record. During negotiations, a Respondent must inform the Department if any portion of the meetings should be considered exempt because of discussions of trade secrets or other exempt information so that the Department can make appropriate arrangements for the segregation of the recording.

2.8 Posting Notice of Intent to Award

If the Department decides to award a Contract, it will post a Notice of Intent to Award, stating its intent to enter a contract with the vendor(s) identified therein, on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). If the Department decides to reject all replies, it will post its notice at the same VBS website.

2.9 Basis of Award

Any award shall be made to the responsive and responsible Respondent who provides the best value to the State based on the Department’s final selection criteria that shall include, but are not limited to, price, quality, design, and workmanship.

2.10 Contract Formation

The Department intends to award a contract using the terms and conditions listed in this ITN and Attachment H, Draft Contract and Attachment I, General Contract Conditions. No additional documents submitted by a Respondent will be incorporated into the contract unless they are specifically identified and incorporated by reference in the contract.

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Section 3 General and Special Contract Conditions

The General Contract Conditions are included as Attachment I to this ITN. The Special Contract Conditions are included in this Section 3.

3.1 Order of Precedence

In the event conflict exists among the documents comprising the ITN, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda, in reverse order of issuance
2. Scope of Work (Section 4)
3. Special Contract Conditions (Section 3)
4. General Contract Conditions (Section 3 and Attachment I)
5. Instructions to Respondents (General and Special) (Section 2)
6. Evaluation Phase and Scoring (Section 2.4); Methodology for Determination of Competitive Range (Section 2.5)
7. Attachments to this ITN (Section 5)
8. Introduction (Section 1)

3.2 Reports

The contractor shall submit the following reports:

3.2.1 Transaction Fee Reports

The awarded Respondent(s) from this Solicitation will be required to pay the required Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) business days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

3.2.2 Contract Quarterly Sales Reports

The Contractor agrees to submit a Contract Quarterly Sales Report, Attachment J to the DMS Contract Manager in the format to be provided by the Contract Manager ten business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Contract Quarterly Sales Report are as follows:
### Data Element | Description
--- | ---
**Order Date** | The date the order was received by the Contractor.
**Order Number** | The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include Purchase Orders (PO) or P-Card transactions.
**Product Category** | Product Category specific to this ITN (Office Consumables, Toner, etc.)
**Product Description** | Nomenclature of the Product or service ordered.
**Customer Type** | Classification of the Customer (Drop-down Menu provided):
- Agency,
- FL OEU Cities & Counties
- FL OEU Schools K-12
- FL OEU College & Universities
- FL OEU Not for Profit
**Standard Product Code** | An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
**United Nations United Nations Standard Products and Services Code (UNSPSC)** | Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.
**Manufacturer** | The original producer of the Product.
**Manufacturer ID** | The alphanumeric code established by the manufacturer for the Product.
**Quantity** | The amount of the Product or service ordered.
**Unit of Measure** | Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
**Unit Price** | The cost of one unit of measure of an item.
**Total Price** | The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
**Reference Price** | The MSRP.
**Savings Percentage** | Pre-calculated field representing the percentage difference between total price incurred by the order versus the price that would have been paid without the benefit of this contract. Formula: \( \frac{(\text{Reference Price} - \text{Unit Price})}{\text{Reference Price}} \)

3.2.3 Preferred Pricing Affidavit Requirement (Attachment G)

The Contractor agrees to submit to the Department, prior to contract execution and at least annually, the completed Attachment G, Preferred Pricing Affidavit.

3.2.4 Savings/Reductions Form (Attachment F)

The Contractor shall submit one (1) accurately completed PUR7064-Savings/Price Reductions form, Attachment F containing the required savings information for each Product Category offered and a method(s) for the Department to verify the savings information provided within 10 business days following Notice of Award of the contract,
upon each request to renew and/or extend the contract, or upon any action that establishes or adjusts the prices under the contract.

3.2.5 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to each Customer, the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Respondent utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Respondent on behalf of each purchasing agency ordering under the terms of this Contract.

3.2.6 Ad hoc Report

The Department may require additional ad hoc reports such as Contract sales information or special report requests. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

3.2.7 Reporting Schedule

The contractor shall submit reports in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Report</th>
<th>Period Covered</th>
<th>Due Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MFMP Transaction Report</td>
<td>Calendar month</td>
<td>10 business days after close of the period</td>
</tr>
<tr>
<td>Contract Quarterly Sales Report</td>
<td>State Fiscal Quarter</td>
<td>10 business days after close of the period</td>
</tr>
<tr>
<td>PUR7064-Savings/Reductions Form</td>
<td>Required upon contract award, prior to contract execution and required for quarterly price adjustments</td>
<td>10 business days after each action that adjusts prices</td>
</tr>
<tr>
<td>Diversity Report [submitted to the Customer]</td>
<td>State Fiscal Year</td>
<td>10 business days after close of the period</td>
</tr>
<tr>
<td>Preferred Pricing Affidavit</td>
<td>Annual</td>
<td>Contract anniversary date</td>
</tr>
<tr>
<td>Ad hoc Report</td>
<td>As requested</td>
<td>Specific and reasonable timeframe</td>
</tr>
</tbody>
</table>

3.3 Financial Consequences

The Contractor is required to meet the deliverables listed in Section 4.5. Failure to meet the specified deliverables will result in the financial consequences to the State as shown in the chart below (amounts to be determined in negotiations). During negotiations, additional performance
measures will be created for the system operations and integration. These performance measures will have financial consequences associated with them.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>First Failure</th>
<th>Second Failure</th>
<th>Third Failure</th>
<th>Fourth Failure</th>
<th>Fifth Failure*</th>
<th>Each Additional Failure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Plan</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Testing Plan</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Agency Integration Plan Template</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Agency Training Plan</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
<tr>
<td>Disaster Recovery Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Dictionary and Data Map</td>
<td>$0</td>
<td>$XX</td>
<td>$XXX</td>
<td>$XXXX</td>
<td>$XXXXX</td>
<td>$XXXXX</td>
</tr>
</tbody>
</table>

*If the Contractor fails to meet the deliverables five or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

### 3.4 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of Contractor’s performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

### 3.5 Purchasing Card (P-Card) Program

The State of Florida has implemented a P-Card program, using the Visa platform. Respondents may receive payments via the state’s P-Card in the same manner as any other Visa purchases. P-Card/Visa acceptance for purchase is a mandatory requirement for this solicitation but is not the exclusive method of payment.

If the state changes its P-Card platform during the term of Contract resulting from the ITN, the Contractor shall make any necessary changes to accommodate the state’s new P-Card platform within 30 days of notification of such change.
3.6 Contract Transition

Upon Contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent Contractor necessary to transition the Products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the contract transition.

3.7 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
Section 4  Scope of Work

4.1 STATEMENT OF WORK

This contract is to provide for a statewide travel management system to be used by all executive branch state agencies and the judicial branch with the following requirements, features and functions.

4.2 Requirements Overview

4.2.1 The statewide travel management system must provide standardized electronic travel authorization and voucher forms that meet the requirements of the Florida Department of Financial Services pursuant to Chapter 112.061 (11), Florida Statutes.

4.2.2 The statewide travel management system must electronically interface with the Florida Accounting Information Resource (FLAIR) and People First systems.

4.2.3 The statewide travel management system must allow state agencies and the judicial branch the ability to retain current customized organization codes to ensure that travel reimbursements are made from the appropriate fund source.

4.2.4 The statewide travel management system must include electronic search and reporting features that query travel information by specific criteria which at a minimum must include: employee name and position title, purpose of travel, dates and location of travel, mode of travel, confirmation of agency head or designee authorization, and total travel cost. Total travel cost consists of reimbursable expenses, P-card charges and direct-pay costs.

4.2.5 The statewide travel management system must provide access to the Executive Office of the Governor (EOG) and the Legislature for the purpose of generating reports on all travel completed by state agencies and the judicial branch.

4.2.6 The statewide travel management system must be operational and available to state agencies for integration by April 1, 2017.

4.3 General Agency Processes

Most state agencies currently use a paper process for travel authorization, reimbursement, and reconciliation. The process generally works as follows:

4.3.1 The traveler makes a request for approval for travel and either the traveler or someone who prepares travel documents on behalf of the traveler, such as an administrative assistant, completes the Authorization to Incur Travel Expenses form used by the agency (DFS-AA-13 or equivalent).

4.3.2 If a travel advance is required, approval must be obtained using a request for advance form (DFS-AA-25 or equivalent).

4.3.3 Some agencies require travel quotes and other documentation for a particular cost as part of the approval of a travel authorization. As there may be restrictions placed on certain types of travel, other forms may be required as part of the request to travel. These documents and forms accompany the travel approval form throughout the process.
4.3.4 Agencies may also include project-based coding on their forms to facilitate tracking travel expenses against certain projects.

4.3.5 Agencies may ask travelers to certify they are traveling on official state business that is critical to the operations of the agency and may require that the most economical method of travel must be used for all travel on state business. Agencies have implemented this in several ways, including mode of travel restrictions, forms to calculate the most economical means of travel, and other agency specific rules.

4.3.6 The traveler will sign the Authorization to Incur Travel Expenses form travel and it will be routed through the agency for approval. The Agency head or designee will provide final approval for the commencement of travel. Agency heads must receive final approval from the EOG for all their travel. Once final approval is made, travel may commence.

4.3.7 Upon the conclusion of the travel, the traveler or preparer will gather all receipts from the trip, all P-Card receipts, any agency specific forms, the approved Authorization to Incur Travel Expenses form, and a Voucher for Reimbursement of Travel Expenses form (DFS-AA-15 or equivalent). The P-Card receipts and Voucher for Reimbursement of Travel Expenses form are also submitted to the Agency's P-Card administrator for the monthly reconciliation of P-Card transactions.

4.3.8 The reimbursement package is also routed within the agency for approvals with the Agency head or their designee providing final approval for the reimbursement of the costs of travel.

4.3.9 Most Agencies produce a monthly travel report manually and a quarterly report is provided to the EOG and the Legislature.

4.4 Detailed System Requirements

The Statewide Travel Management System will streamline the travel authorization, approval, and reimbursement processes of state agencies. Furthermore, the solution provider must provide an automated electronic statewide travel management system which meets following requirements:

4.4.1 The system must provide standardized, electronic forms which comply with the requirements of Section 112.061(11), F.S., Rule 69I-42 F.A.C., and the travel section beginning on page 55 of the Reference Guide for State Expenditures by the Florida Department of Financial Services (DFS), to be used by all agencies in the system. These forms include:

4.4.1.1 A uniform travel authorization form which includes, but is not limited to, the name of the traveler, the purpose of the travel, the period of the travel, estimated cost to the State, a certification that the travel will be on official business of the State of Florida, and a statement of the benefit accrued to the State by the travel (DFS-AA-13 or equivalent).
4.4.1.2 A uniform travel voucher reimbursement form which includes, but is not limited to, the purpose of the official travel, an affirmation signed by the traveler of the truthfulness and accuracy of the reimbursement claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary to performance of official duties, that per diem claimed is been appropriately reduced for any meals and lodging included in the convention or conference registration fees claim by the traveler, and that the voucher conforms in every respect to the requirements of the law (DFS-AA-15 or equivalent).

4.4.1.3 A uniform travel advance form which includes, but is not limited to, the name of the traveler, the purpose of the travel, the period of the travel, estimated cost to the State, a certification that the travel is for official business of the State of Florida, and a statement of the benefit accrued to the State by the travel (DFS-AA-25 or equivalent). Travel advances are approved to 80% of the total estimated cost of the travel. If travel occurs during a state of emergency then the advance may be approved up to 100% of the costs.

4.4.2 The system must also provide the following functions:

4.4.2.1 The system must provide the ability to accept and attach to each travel form electronic copies of receipts, airline travel documents, hotel travel quotes, rental car contracts, conference agendas, and other travel documents.

4.4.2.2 The system must route travel authorization requests and travel voucher reimbursements electronically for approval.

4.4.2.3 The system must use email as the primary means of notification for actions required throughout the approval process.

4.4.2.4 The system must allow for review of the travel documents during the approval process to ensure the travel documents meet DFS and agency rules and requirements.

4.4.2.5 The system must allow agencies to create custom routing for approvals and custom certification statements, such as travel incurred is within the budget and included on an agency spend plan.

4.4.2.6 The system must allow for external approvals of travel where an agency head is the traveler.

4.4.3 The system must be certified by DFS. The following requirements at a minimum must be met:

4.4.3.1 A copy of the system documentation will be provided.

4.4.3.2 A user manual will be provided.

4.4.3.3 All DFS system and audit edits must be programmed into the travel application.

4.4.3.4 Documentation of specific agency internal controls established by agency management to ensure compliance with Florida Statutes, rules and regulations.

4.4.3.5 The Federal Travel Per Diem rates should be programmed into the travel system.
4.4.3.6 Documentation of all agency-specific exception processes programmed in the travel system will be provided to DFS.

4.4.3.7 The system must be piloted with DFS prior to certification.

4.4.4 The system must electronically integrate with FLAIR.

4.4.4.1 The FLAIR system is a double entry, computer-based, general ledger accounting system, which is utilized to perform the State’s accounting and financial management functions.

4.4.4.2 The system must provide multiple electronic data files to FLAIR for payment purposes. These files must be in a text file format or its equivalent.

4.4.5 The system must allow agencies to retain their custom organization codes. Each agency maintains custom organization codes for trust funds and other types of funding sources such as grants. Custom organization codes are used to pay for expenses relating to programs funded by these sources.

4.4.5.1 The system may allow for the creation of custom routing for approval associated with specific agency organization codes.

4.4.5.2 The system must ensure that travel reimbursements are requested from the appropriate fund source through the use of these custom organization codes.

4.4.6 The system must provide for multiple roles. The system must permit users to have several roles if necessary (a Traveler may also be a Travel Approver). At a minimum, the roles should include:

4.4.6.1 Traveler – this role is for those who travel on state business.

4.4.6.2 Preparer – this role is for those who prepare travel authorization and voucher forms on behalf of travelers.

4.4.6.3 Approver – this role is for those supervisors, agency heads and their designees who approve travel authorization and voucher forms.

4.4.6.4 Reviewer – this role is for those who perform agency finance and accounting functions. For the Department of Financial Services, the role will allow review of all travel submitted for payment and may also be configured as an auditor.

4.4.6.5 Reporter – this role is for those who will generate reports regarding travel within an agency. For the Executive Office of the Governor and the Legislature, this role will be system-wide.

4.4.6.6 Designer – this role is for those who will create the custom approval workflows within the travel system.

4.4.6.7 Administrator – at least one user at each agency will be designated to perform agency system administration functions such as creating and deleting agency users, assigning different roles to users, and resetting agency user passwords.

4.4.6.8 System Administrator – at least one user will be responsible for creating and managing Agency Travel Administrators.
4.4.7 The system must allow for rejected or modified forms to be returned to the originator of the travel request or to the previous approval level as required.

4.4.7.1 The reason for the rejection or modification must be documented.

4.4.7.2 Minor modifications will not require restarting the workflow.

4.4.7.3 All changes made to a travel approval request or a reimbursement request must be tracked within the system.

4.4.7.4 Rejections or modifications which require additional documentation or information must restart the approval workflow.

4.4.7.5 Rejections or modifications may be based on customized rules as required by a specific agency.

4.4.8 The system must provide reporting capabilities for agencies and the judicial branch.

4.4.8.1 The system must have search and reporting functions that allow agencies to electronically search and report on travel by specific criteria, including at a minimum, employee name, title, purpose of travel, travel location, mode of travel, confirmation of agency head or designee authorization, and total travel cost. Total travel cost consists of reimbursable expenses, P-card charges and direct-pay costs.

4.4.8.2 The system must allow for reporting over periods of time such as a quarterly or annual basis.

4.4.8.3 The system must export generated reports in multiple industry standard formats such as Microsoft Excel, HTML, and Adobe PDF.

4.4.9 The system must provide access to the EOG and the Legislature for system-wide reporting functions.

4.4.9.1 Specific users from the Legislature and the EOG will be granted access to the system for purposes of system-wide travel report generation.

4.4.9.2 These users will be able to examine travel broadly across all agencies including examining the travel of a single traveler or trip.

4.4.10 The system must provide industry standard data encryption for all system data both stored on the system and in transit between the system and end-user computer systems.

4.4.11 The system must provide for the following password functions:

4.4.11.1 Each password must contain at least one uppercase letter, lowercase letter, a number and special character.

4.4.11.2 Each password must be at least 8 characters in length.

4.4.11.3 Passwords must be changed at least every 90 days.

4.4.11.4 The system must maintain a history of at least six previously used passwords and prevent the use of any of the last six passwords.

4.4.11.5 The system must not allow more than four characters of the previous six passwords to be used.
4.4.11.6 The system must not allow passwords that contain portions of email addresses or usernames.

4.4.12 The system must securely mask SSN’s and other personally identifying information (PII) until submission of a completed travel package to DFS.

4.4.12.1 The system must use People First ID’s where possible.

4.4.12.2 The system must securely mask confidential information as required for travel relating to law enforcement investigations and other similar matters.

4.4.13 The system must provide a responsive website experience and be compatible with a broad cross-section of mobile phones, tablets and browsers. If the system provides a mobile application:

4.4.13.1 The system’s IOS mobile app must be compatible with Apple iPhones and tablets running IOS version 8 or higher; or

4.4.13.2 The system’s Android app must be compatible with version 4.2 (Jellybean) or higher.

4.4.14 The solution provider must integrate each state agency required to use the new travel system. Integration means assisting each agency in agreed to customizations within the solution to fit the business model of the agency.

4.4.14.1 A planning session must be conducted with each agency to determine roles, approval workflows, custom organization code requirements, etc.

4.4.14.2 Solution provider must assist with the development of templates for the design of workflows, routing, users, reporting functions, FLAIR integration, etc.

4.4.15 Training - The solution provider must provide detailed training to agencies and their users in their various roles.

4.4.15.1 Electronic user manuals for the system must be provided.

4.4.15.2 Training must be provided to all agencies, either in person or on-line.

4.4.16 If the system is offered as a Software as a Service (SaaS):

4.4.16.1 All state travel data within the system must be stored within data centers within the continental United States.

4.4.16.2 Only support personnel located within the continental United States shall have access to the states SaaS service.

4.4.16.3 Solution provider must certify to the state regarding items 4.4.16.1 and 4.4.16.2 above.

4.4.17 Implementation Deadline – the system shall be installed, tested, configured, and ready to integrate state agencies by April 1, 2017.

4.4.18 Disaster Recovery – the system will meet the following standards for data loss and system recovery:

4.4.18.1 In the event of a system outage, the system will maintain a recovery time objective (RTO) of 24 hours or less.
4.4.18.2 In the event of a system outage, the system will maintain a recovery point objective (RPO) of 6 hours or less.

4.4.19 Accessibility – the system will comply with the requirements of Section 282.601, Florida Statutes, and provide individuals with disabilities access to and use of information and data comparable to that provided to users who are not individuals with disabilities.

4.5 DELIVERABLES

The following deliverables are required under this contract:

4.5.1 Project Management Plan (14 days after contract execution)

The Contractor must provide a detailed project management plan which will outline the important project milestones and dates for completion of these milestones.

4.5.2 Implementation Plan (21 days after contract execution)

The Contractor must provide a detailed implementation plan for the system which outlines the required resources as well as major steps required to achieve project milestones.

4.5.3 Testing Plan (28 days after contract execution)

The Contractor must provide a detailed testing plan to ensure that all project requirements are met and function.

4.5.4 Agency Integration Plan Template (28 days after contract execution)

The Contractor must provide a template for a detailed integration plan for an agency to migrate their travel processes to the new system including the steps required to develop the various roles, identifying the specific workflows for routing approvals.

4.5.5 Agency Training Plan (28 days after contract execution)

The Contractor must provide a detailed training plan which outlines the steps and materials required to train agency users, approvers, administrators and auditors in the use of the system.

4.5.6 Disaster Recovery Plan (Prior to March 1, 2017)

The Contractor must provide a detailed disaster recovery plan which defines the steps required to restore the system to operation. The plan must also describe data loss prevention and data recovery methods used to meet the required RTO and RPO defined in 4.4.18 above.

4.5.7 Data Dictionary and Data Map (Prior to March 15, 2017)

The Contractor must provide a detailed data dictionary which describes what data fields are stored within the system, where it is stored, and how the system uses that data including a map of where the data.

The Contractor must satisfy all of the above criteria no later than the expiration date of the Contract, as extended or renewed or, where applicable, the expiration date of a contract or any purchase orders off the Contract.
4.6 PERFORMANCE MEASURES

During negotiations, additional performance measures will be created for the system operations and integration of the system. These performance measures will have financial consequences associated with them.

To be determined in negotiations

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# Section 5 Attachments

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Statewide Travel Management System
ITN No. 23-90120000-D

Attachment A
Organizational Component of the Reply Requirements

The Organizational Component of the Reply (Attachment A) must include responses to the following items:

1. Describe in detail the size and structure of your company, including an organizational chart.

2. Describe in detail your company’s prior experience in providing services similar in size and scope to the creation and implementation of the statewide travel management system required by this ITN. Please also provide examples of these projects, including the personnel allocated to each project and their corresponding roles in each project.

3. Describe in detail the personnel and resources you propose to allocate to meet the requirements of the statewide travel management system, including the qualifications of the personnel, their proposed roles, and their previous project experience.

4. Describe in detail your proposed timeline to create and implement the system.
The Technical Component of the Reply (Attachment B) must include responses to the following system requirement sections:

1. Approval Process and Workflow
   a) **Electronic Forms**
      Describe, in detail, how your solution will satisfy the Electronic Forms requirements outlined in Section 4.4.1.
   b) **Functionality**
      Describe, in detail, how your solution will satisfy the Functionality requirements outlined in Section 4.4.2.
   c) **Multiple Roles**
      Describe, in detail, how your solution will satisfy the Multiple Roles requirements outlined in Section 4.4.6.

2. Reporting
   a) **Reporting Capabilities**
      Describe, in detail, how your solution will satisfy the Reporting Capabilities requirements outlined in Sections 4.4.8 and 4.4.9.

3. Integration with FLAIR and DFS Certification
   a) **DFS Certification**
      Describe, in detail, how your solution will satisfy the DFS Certification requirements outlined in Section 4.4.3.
   b) **FLAIR Integration**
      Describe, in detail, how your solution will satisfy the FLAIR Integration requirements outlined in Sections 4.4.4 and 4.4.5 and 4.4.7.

4. Implementation
   a) **Security**
      Describe, in detail, how your solution will satisfy the Security requirements outlined in Sections 4.4.10; 4.4.11; and 4.4.12.
   b) **Website Experience**
      Describe, in detail, how your solution will satisfy the Mobile Experience requirements outlined in Section 4.4.13.
c) **SaaS Requirements**
   Describe, in detail, how your solution will satisfy the SaaS requirements outlined in Section 4.4.16.

d) **Implementation Deadline**
   Describe, in detail, how your company will meet the Implementation Deadline outlined in Sections 1.3, 4.2.6 and 4.4.17.

e) **Deliverables**
   Describe, in detail, how your company will satisfy the Deliverables requirements outlined in Section 4.5.

5. **Agency Integration and Training**

a) **Agency Integration**
   Describe, in detail, how your solution will satisfy the Agency Integration requirements outlined in Section 4.4.14.

b) **Training**
   Describe, in detail, how your solution will satisfy the Training requirements outlined in Section 4.4.15.
Statewide Travel Management System
ITN No. 23-90120000-D

Attachment C
Price Component of the Reply Requirements

The Price Component of the Reply (Attachment C) must include responses to the following items:

What price do you propose to:

1. Create the statewide travel management system (creation and standup).

2. Maintain the statewide travel management system (annual maintenance).

3. Integrate agencies into the statewide travel management system (per agency).
Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under the Response a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the Response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME: ____________________________________________

By: ____________________________________________

Authorized Signature Print Name and Title
Attachment E
Scrutinized Companies Form

Respondent Vendor Name: _____________________________________________________

Vendor FEIN: ___________________

Vendor’s Authorized Representative Name and Title: _____________________________

Address: ____________________________________________________________________

City: _____________________ State: _____________________________ Zip: ____________

Phone Number: ____________________________

Email Address: _______________________________________________________________

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Certified By: ________________________________________________________________

AUTHORIZED SIGNATURE

Print Name and Title: _________________________________________________________

Date: ____________________________
Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this solicitation.

DATE _______________________

COMPETITIVE PRICES OFFERED AVERAGE __________________ % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL] or other source of benchmark prices)?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

AUTHORIZED SIGNATURE: ________________________________

TELEPHONE NUMBER: ________________________________

RESPONDENT NAME: ________________________________

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

WHAT WERE THE RESULTS? ______________________________________

PURCHASING ANALYST/SPECIALIST: ________________________________

PUR 7064 (Rev 2/04)

ITN No: 23-90120000-D
ITN Name: Statewide Travel Management System
Attachment G
State of Florida
Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
__________________ (THE “CONTRACTOR”)
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: ___________ DATED ___________ (THE “CONTRACT”)

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the ‘Preferred Pricing’ clause contained in Attachment I, General Contract Conditions.

Print Contractors Name: ______________________________

By: ______________________________ Date: ____________
    Signature of the Authorized Representative:

Print Representatives Name/Title:
______________________________________________

STATE OF ____________ COUNTY OF __________

Sworn to (or affirmed) and subscribed before me this __________ day of ________________,
by ___________________________.

___________________________________.
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____Produced the following I.D. ____________

Vendor Name: ___________________________________ FEIN# ________________________
Vendor’s Authorized Representative Name and Title: ____________________________________
Address:
City, State, and Zip Code: ____________________________
Phone Number: (___) ___-____ E-mail: _____________________________________________
CORPORATE SEAL (IF APPLICABLE)
This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Insert Contractor Name (Contractor), collectively referred to herein as the “Parties.”

The Contractor submitted a response to the Department’s solicitation, ITN No: 23-90120000-D for a Statewide Travel Management System; Contract Number 90120000-17-1. After concluding all evaluations and negotiations, the Department has determined that the Contractor’s response provides a best value to the State of Florida.

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on January 30, 2017. The Contract shall expire on January 29, 2020 unless terminated earlier in accordance the General Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated General Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

a) Exhibit A: Statement of Work.
b) Exhibit B: Price Schedule.
c) Exhibit C: Definitions.
d) Exhibit D: Special Contract Conditions.
e) Exhibit E: General Contract Conditions.
f) Exhibit F: The Contractor’s Response to this solicitation.
IV. Contract Management.

Department’s Contract Manager:  
[Insert Name]  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-[XXXX]  
Email: [jane.doe]@dms.myflorida.com

Contractor’s Contract Manager:  
[Insert Contractor Manager Name]  
[Insert Contractor name]  
[Insert Contractor’s physical address]  
Telephone: [(XXX) 555-XXXX]  
Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Insert Contractor Name

STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES

[Name]  
DATE:

[Name]  
DATE:
ATTACHMENT I

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1.  DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
   The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2.  CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
   The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.
2.2 **Renewal.**
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 **Suspension of Work and Termination.**

2.3.1 **Suspension of Work.**
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 **Termination for Convenience.**
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 **Termination for Cause.**
If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

**SECTION 3. PAYMENT AND FEES.**

3.1 **Pricing.**
The Contractor will not exceed the pricing set forth in the Contract.

3.2 **Price Decreases.**
The following price decrease terms will apply to the Contract:

(a) **Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders.
(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor’s pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor’s Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida’s performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction
Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 **Taxes.**
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 **Return of Funds.**
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 **Composition and Priority.**
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 **Notices.**
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 **Department’s Contract Manager.**
The Department’s Contract Manager, is primarily responsible for the Department’s oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 **Contractor’s Contract Manager.**
The Contractor’s Contract Manager is primarily responsible for the Contractor’s oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 **Diversity Reporting.**
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with
Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.
The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, 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. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any
type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of
Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.
Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, the Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.
The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.
6.10 **Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**SECTION 7. WORKERS’ COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**

7.1 **Workers’ Compensation Insurance.**

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker’s Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees engaged in work under the resulting contract are covered by the Contractor’s insurance program. Self-insurance or insurance coverage must comply with the Florida Worker’s Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker’s Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 **General Liability Insurance**

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor’s current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department’s Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services  
c/o Division of State Purchasing
7.3 Indemnification.
The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney’s fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor’s employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the
contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

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

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”
8.3 **Document Management.**
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: [http://dos.myflorida.com/library-archives/records-management/general-records-schedules/](http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

8.4 **Intellectual Property.**
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 **Duty to Provide Secure Data.**
The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 **Warranty of Security.**
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the
entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor’s Contract Manager must set up a conference call with the Department’s Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department’s Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to
subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract’s term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.
The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.
If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the
solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating
to this Contract. The State of Florida’s Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor’s general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida’s Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor’s employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. [http://www.uscis.gov/e-verify](http://www.uscis.gov/e-verify). Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court’s determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:
(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.4 Communications and Confidentiality.
The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department’s Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor’s confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.
### Data Element | Description
--- | ---
**Order Date** | The date the order was received by the Contractor.
**Order Number** | The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include Purchase Orders (PO) or P-Card transactions.
**Product Category** | Product Category specific to this ITN (Office Consumables, Toner, etc.)
**Product Description** | Nomenclature of the Product or service ordered.
**Customer Type** | Classification of the Customer (Drop-down Menu provided):
• Agency,
• FL OEU Cities & Counties
• FL OEU Schools K-12
• FL OEU College & Universities
• FL OEU Not for Profit
**Standard Product Code** | An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
**United Nations Standard Products and Services Code (UNSPSC)** | Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.
**Manufacturer** | The original producer of the Product.
**Manufacturer ID** | The alphanumeric code established by the manufacturer for the Product.
**Quantity** | The amount of the Product or service ordered.
**Unit of Measure** | Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
**Unit Price** | The cost of one unit of measure of an item.
**Total Price** | The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
**Reference Price** | The MSRP.
**Savings Percentage** | Pre-calculated field representing the percentage difference between total price incurred by the order versus the price that would have been paid without the benefit of this contract. Formula= \( ((\text{Reference Price} – \text{Unit Price}) / \text{Reference Price}) \)
Attachment K
Ordering Instructions Form

A punch-out and State of Florida Online catalog is required for this contract. The intent of this form is to supplement the punch-out catalog and to provide customers additional ordering instruction information.

RESPONDENT: __________________________________________

VENDOR TAX ID NUMBER: __________________________________________

**Ordering Information:**

Please provide the following information about where Customers should direct orders. You **must** provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet address. **NOTE: Duplicate as necessary for multiple ordering locations.**

Name: __________________________________________
Title: __________________________________________
Street Address or P.O. Box: __________________________________________
City, State, Zip: __________________________________________
Email Address: __________________________________________
Phone Number: __________________________________________
Toll Free Number: __________________________________________
Ordering Fax Number: __________________________________________
Internet Address: __________________________________________
Federal ID Number: __________________________________________

**Remit Address:**

City, State, Zip: __________________________________________

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: __________________________________________
Title: __________________________________________
Street Address: __________________________________________
E-mail Address: __________________________________________
Phone Number(s): __________________________________________
Fax Number: __________________________________________

Please identify the person who will be responsible for maintaining your electronic catalog information through MyFloridaMarketPlace.

Name: __________________________________________
Title: __________________________________________
Street Address: __________________________________________
E-mail Address: __________________________________________
Phone Number(s): __________________________________________
Fax Number: __________________________________________

Please be advised that vendors are responsible for verifying and maintaining the correct contact and address information within their MyFloridaMarketPlace vendor registration account. Failure to do so may result in the vendor being deemed ineligible to conduct business with the State of Florida.
**Vendor Information Form**

**Solicitation Number:** 23-90120000-D  
Statewide Travel Management System

Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal. **DO NOT CHANGE THE FORMAT OF THIS FORM.**

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<tr>
<th><strong>Cell Phone No.:</strong></th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Fax No.:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**Ordering and Remit-To Information** - Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.

<table>
<thead>
<tr>
<th><strong>Remit-To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Remit-To Street Address:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Remit-To City, State and ZIP Code:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Remit-To Email and/or Internet Address:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>