



The State of Florida
Department of Management Services
Request for Proposals (RFP)
Management Consulting Services
and
Financial and Performance Audits
RFP No: 06-80101500-J

Joel Atkinson, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950
(850) 487-0758
Joel.Atkinson@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1	INTRODUCTION	5
1.1	Timeline of Events	5
1.2	Objective	5
1.3	Background Information	6
1.4	Resulting Contract Term	6
1.5	Definitions	6
1.6	Procurement Officer	6
1.7	Order of Precedence for Solicitation	7
1.7.1	Order of Precedence as it related to Management Consulting Services.....	7
1.7.2	Order of Precedence as it relates to Financial and Performance Audits	7
1.8	Commodity Code List	7
2	STATEMENT OF WORK	7
3	RFP GENERAL INSTRUCTIONS	8
3.1	Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.) .	8
3.2	Rejection of Proposal	8
3.3	Special Accommodations	8
3.4	Redacted Submissions	8
3.5	Additional Information.....	9
3.6	Commitment to Diversity in Government Contracting	9
3.7	Equal Proposals	9
4	RFP SPECIFIC REQUIREMENTS	10
4.1	Response Contents	10
4.1.1	Attachment G – Responsive Requirements	10
4.1.2	Attachment A – Cost Proposal.....	10

4.1.3	Attachments E & F - Technical Proposal	11
4.1.4	Attachment H - Vendor Information	11
4.1.5	Attachment I - No Offshoring	11
4.2	Post-Award Requirements	11
4.2.1	Registration with the Florida Department of State	11
4.2.2	Florida Substitute Form W-9	11
4.2.3	Attachment J – Subcontracting	11
5	RFP PROCESS OVERVIEW	12
5.1	Question Submission	12
5.2	Addenda to the RFP.....	12
5.3	Public Opening.....	12
5.4	Technical Evaluation	12
5.5	Basis of Award	12
5.5.1	Technical Proposal - 130 Available Points for a Service Category	13
5.5.2	Cost Proposal - 70 Available Points for a Service Category	13
5.5.2.1	Service Category 1: Management Consulting Services	14
5.5.2.2	Service Category 2: Financial and Performance Audits.....	14
5.6	Electronic Posting of Notice of Intended Award.....	14
5.7	Firm Response	14
5.8	Modification or Withdrawal of Proposal.....	15
5.9	Cost of Response Preparation and Independent Preparation	15
5.10	Contract Formation.....	15
6	GENERAL INSTRUCTIONS.....	15
6.1	General Instructions	15
6.2	How to Submit a Proposal in MyFloridaMarketPlace (MFMP).....	17
6.2.1	MFMP Registration	17

6.2.2	MFMP Sourcing Phases	18
6.2.3	MFMP Training	18
6.2.4	MFMP Assistance	19

Remainder of page intentionally left blank

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Department's anticipated posting of answers on the VBS		04/14/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	04/28/2020
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	1:01 PM EST	04/28/2020
Formal evaluations conducted		05/08/2020-06/22/2020
Anticipated date to post Notice of Intent to Award		06/30/2020
Anticipated Contract start date		07/15/2020

1.2 Objective

The State of Florida (State), Department of Management Services ("Department" or "DMS"), invites interested vendors to submit Proposals in accordance with these solicitation documents for management consulting (Service Category 1) and financial and performance audit (Service Category 2) services. The purpose of the solicitation is to replace the current State Term Contracts (STCs) for both Management Consulting Services (MCS), No. 973-000-14-01, and Financial and Performance Audits (FPA), No. 973-000-14-02, for use by all Customers. Respondents may submit Proposals for either of, or both, the MCS and FPA services. The awards for each of the resulting STCs will be based on independently submitted, evaluated, and calculated Proposals. The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors which have at least five (5) years of relevant

experience in either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.

1.3 Background Information

The solicitation will be administered using MFMP Sourcing. The estimated 2018-19 annual spend for the current Management Consulting Services STC was \$18,416,318.91, and for the current Financial and Performance Audits STC was \$2,571,579.17. This estimated spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under any new contracts. Customers for these STCs include State agencies and Eligible Users.

1.4 Resulting Contract Term

The initial term of the STCs resulting from this solicitation will be three (3) years. Upon written agreement, the STCs may be renewed in whole or in part, in accordance with section 287.057(13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial STC and any written amendments signed by the parties. Any renewal may not include any compensation for costs associated with the renewal. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

1.5 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions, and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code - The designation of a particular commodity and/or service within the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Respondent – A Vendor who submits a Proposal in response to this RFP.

State - The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida's official system for advertising competitive solicitations.

1.6 Procurement Officer

The Procurement Officer is the sole point of contact for this RFP.

Joel Atkinson
Category Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.3Z, Tallahassee, FL 32399-0950
Phone: (850) 487-0758
Email: Joel.Atkinson@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following orders of priority (highest to lowest):

1.7.1 Order of Precedence as it related to Management Consulting Services

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachment C - Draft Contract - MCS
- e) Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS
- f) RFP and all other RFP attachments

1.7.2 Order of Precedence as it relates to Financial and Performance Audits

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachments D - Draft Contracts - FPA
- e) Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA
- f) RFP and all other RFP attachments

1.8 Commodity Code List

UNSPSC	Commodity Description
84111600	Audit Services
84111601	Year-end Audits
84111602	Quarterly Reviews
84111603	Internal Audits
84111703	Budget Preparation or Review Services
80101600	Project Management
80101500	Business and Corporate Management Consulting Services
93151600	Public Finance
93151607	Government Auditing Services

2 STATEMENT OF WORK

The purpose of this solicitation is to establish two STCs: one to provide management consulting services and the other to provide financial and performance audits. The services to be provided are described in the Statement of Work sections of the attached contracts (Section IV of Attachment C – Draft Contract for MCS services, and Section IV of Attachment D – Draft Contract for FPA services).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

3 RFP GENERAL INSTRUCTIONS

3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intent to Award, excluding Saturdays, Sundays, and State holidays, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

3.2 Rejection of Proposal

The Department reserves the right to accept or reject all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any Proposal not submitted in the manner specified by this solicitation.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions, but are permissive in nature. Where terms such as "must," "shall," "will," and "is required" are used, the attribute or condition is a requirement.

The Department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so. Material deviations cannot be waived. A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the bid or on the cost to the Department.

3.3 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

3.4 Redacted Submissions

This subsection supplements section 19 of the PUR 1001.

If the Respondent considers any portion of the material submitted in response to this solicitation to be trade secret or otherwise confidential under Florida or federal law (Confidential Information), Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Proposal. For each portion of material redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent should provide its name and the Department's solicitation name and number

and clearly title it "Redacted Copy." Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, F.S., sealed Proposals received by the Department pursuant to a competitive solicitation are exempt from public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, if a public records request for such Proposals is submitted, the Department will provide the redacted copy, if any, in response to the request.

If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will notify the Respondent of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the request or demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. If a Respondent fails to submit a redacted copy of information it claims is Confidential Information in accordance with this section, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for these records.

3.5 Additional Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the clarifying information or documentation as requested may result in the Proposal being deemed non-responsive.

3.6 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned small businesses in the state's purchasing process. The Office of Supplier Diversity's 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 becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned businesses. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified business enterprises online in the Office of Supplier Diversity's **Certified Vendor Directory** or by contacting (850) 487-0915 for more information on the Mentor Protégé Program.

3.7 Equal Proposals

If the Department receives equal Proposals eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S.

4 RFP SPECIFIC REQUIREMENTS

4.1 Response Contents

Note: The Department will not evaluate Proposals that do not contain the documents required by Sections 4.1.1 (Attachment G – Responsive Requirements) and 4.1.2 (Attachment A – Cost Proposal), which are minimum mandatory, responsiveness requirements, and any such Proposals will be deemed non-responsive. Note: Even if the Respondent submits a Technical Proposal for both the MCS and FPA services, only one (1) Attachment A, G, H, and I need to be submitted.

4.1.1 Attachment G – Responsive Requirements

The Respondent must submit a completed and signed Attachment G – Responsive Requirements, which includes the following elements:

4.1.1.1 The Respondent must certify that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, F.S., respectively.

4.1.1.2 The Respondent must certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited, to Section 6.1 of the RFP.

4.1.1.3 The Respondent must certify that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not participating in a boycott of Israel.

4.1.1.4 The Respondent must certify that it has paid all MFMP transaction fees due to the State through the date of the Proposal submittal.

4.1.1.5 The Respondent must certify that if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this State until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.1.1.6 The Respondent must certify that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract.

4.1.1.7 Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA).

4.1.2 Attachment A – Cost Proposal

The Respondent must submit the provided Attachment A – Cost Proposal. The Cost Proposal must include pricing for each Service Category for which the Respondent is submitting a Technical Proposal. For the Respondent to be considered for an award in a Service Category, the Respondent must submit pricing for all job titles for both the initial term and renewal term.

The Department will not consider or evaluate a Proposal for a Service Category that fails to provide pricing for all job titles for both the initial term and the renewal term.

Insert proposed prices in Attachment A – Cost Proposal, and upload it into the MFMP Sourcing application. Respondents should not change or alter Attachment A – Cost Proposal, when inserting proposed prices. Respondents should submit Attachment A – Cost Proposal, in Excel. Respondents should not convert Attachment A – Cost Proposal, to PDF or scan Attachment A – Cost Proposal. Respondents should not use a different price sheet or create their own price sheet. Cost Proposals not provided in the Attachment A Excel file in accordance with this subsection may be deemed nonresponsive.

4.1.3 Attachments E & F - Technical Proposal

The Respondent should submit a completed Technical Proposal containing the information suggested by Attachment E - Technical Proposal Instructions and Evaluation Criteria (for Service Category 1 – MCS) or Attachment F - Technical Proposal Instructions and Evaluation Criteria (for Service Category 2 - FPA). If the Respondent wishes to be considered for both MCS and FPA services, it should submit a separate Technical Proposal for each Service Category. The Respondent should note that even if it submits a Technical Proposal for each Service Category, the Technical Proposals will be evaluated separately. The Respondent should also note the 20-page limit discussed in Section 5.5.1, below.

4.1.4 Attachment H - Vendor Information

The Respondent should complete and submit Attachment H – Vendor Information.

4.1.5 Attachment I - No Offshoring

The Respondent should complete and submit Attachment I – No Offshoring.

4.2 Post-Award Requirements

The following documents are required to be provided to the Department prior to Contract execution:

4.2.1 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Florida Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.2.2 Florida Substitute Form W-9

If awarded a Contract, the Respondent shall complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

4.2.3 Attachment J – Subcontracting

If awarded a Contract, the Respondent shall complete Attachment J – Subcontracting, for any subcontractor it will use to provide services to meet the requirements of the Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5 RFP PROCESS OVERVIEW

5.1 Question Submission

The Department invites interested vendors to submit written questions regarding the solicitation through the MFMP Sourcing application. Vendors who have "joined" the MFMP Sourcing event may submit questions using the MFMP Sourcing "Messages" tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing during the Preview Status until the question submission deadline listed in Section 1.1, Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions will be answered in accordance with the Timeline of Events. All answers to properly submitted questions will be posted on the Vendor Bid System. Respondents are reminded of the prohibitions on contact set forth in Sections 1.6 and 3.1, above. Each Respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department will not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Department's Procurement Officer. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the question period.

5.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a Proposal.

5.3 Public Opening

Proposals will be opened on the date and at the location indicated in Section 1.1, Timeline of Events. Respondents are not required to attend. The Department does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1)(b), F.S.

5.4 Technical Evaluation

The Evaluators will independently review and score the Technical Proposals received from responsive and responsible Respondents using the evaluation criteria described in Attachment E - Technical Proposal Instructions and Evaluation Criteria (MCS) and Attachment F - Technical Proposal Instructions and Evaluation Criteria (FPA).

If a Respondent submits Technical Proposals for both Service Categories, each Technical Proposal will be scored independently (e.g., Evaluator will not use information from the MCS Technical Proposal in their evaluations of the FPA Technical Proposal).

5.5 Basis of Award

Contract(s) will be awarded to the responsible and responsive Respondent(s) in each Service Category whose Proposal(s) is determined in writing to be the most advantageous to the State, taking into consideration the Cost Proposal and Technical Proposal as follows:

The Department intends to issue an award(s) for Management Consulting Services and an award(s) for Financial and Performance Audits under separate STCs to the Respondent(s) with the highest total final score in each Service Category, which will be calculated by the Procurement Officer by combining the average of the Evaluator technical scores and the Cost Proposal score. If a Respondent submits a Technical Proposal and a Cost Proposal for both categories, the Technical Proposal and Cost Proposal for each Service Category will be evaluated and scored separately. The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	130
B. Cost Proposal (Attachment A)	70
Total Available Points for a Service Category (A + B)	200

A Respondent may receive awards for either or both of the Service Categories in accordance with the terms of the RFP. However, the Department reserves the right to make no award in either or both Service Categories, as determined to be in the best interest of the State.

5.5.1 Technical Proposal - 130 Available Points for a Service Category

The Respondent will be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in the Technical Proposal Instructions and Evaluation Criteria (Attachment E for MCS and Attachment F for FPA). Only the Technical Proposal document submitted by the Respondent will be provided to the Evaluators for evaluation (i.e., the Evaluators will not consider other documents provided in the Proposal when completing their evaluations). If a Respondent submits a Technical Proposal for both categories, each Technical Proposal will be independently evaluated.

Technical Proposals for each Service Category should be no more than 20 pages in length. If the Technical Proposal exceeds 20 pages, only the first 20 pages will be provided to the Evaluators (Note: cover pages and tables of contents are included in the 20-page limit).

5.5.2 Cost Proposal - 70 Available Points for a Service Category

The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Respondent. The Respondent is required to submit in its Cost Proposal not-to-exceed pricing for all five job titles (Principal Consultant, Senior Consultant, Junior Consultant, Consultant, and Program and Administrative Support) for both the initial term and renewal term for each Service Category for which the Respondent is seeking to offer services. The Department will not consider or evaluate a Proposal for any Service Category that fails to provide pricing for all five job titles for both the initial term and renewal term. The Respondent will be awarded up to 70 points for a Service Category for its submitted Cost Proposal. The Respondent will receive points based on the following methodology:

5.5.2.1 Service Category 1: Management Consulting Services

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 1

The Respondent with the lowest Calculated Hourly Rate for Service Category 1 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 1 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 1

Z = points awarded

5.5.2.2 Service Category 2: Financial and Performance Audits

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 2

The Respondent with the lowest Calculated Hourly Rate for Service Category 2 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 2 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 2

Z = points awarded

5.6 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intent to Award on VBS on or around the date set forth in Section 1.1, Timeline of Events. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.177, F.S.

5.7 Firm Response

The Department intends to award a Contract(s) within six (6) months after the date of the Notice of Intent to Award, during which period Proposals will remain firm and may not be withdrawn. If an award is not made within six (6) months, all Proposals will remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the Proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

5.8 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its Proposal(s). A Respondent may modify or withdraw its Proposal(s) at any time prior to the Proposal due date set forth in Section 1.1, Timeline of Events.

5.9 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other vendor or Respondent as to any matter related to the Proposal being submitted. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Proposal.

5.10 Contract Formation

The Department may issue a Notice of Intent to Award to successful Respondent(s). However, no contract shall be formed between a Respondent and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Respondent(s) pursuant to Section 5.5, Basis for Award. No additional documents submitted by a Respondent shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department.

6 GENERAL INSTRUCTIONS

6.1 General Instructions

PUR 1001, the General Instructions to Respondents, as modified by this RFP, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 6.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.2 of this solicitation.

The following section of the PUR 1001 (General Instructions) is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a Proposal, each Respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction that involves conspiracy or collusion with respect to bidding on any public contract.*

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.
- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Proposal. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

6.2 How to Submit a Proposal in MyFloridaMarketPlace

6.2.1 MFMP Registration

In order to submit questions regarding this solicitation, and to submit a Proposal in response to the solicitation, a Respondent must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the solicitation, the vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of its MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP at <https://vendor.myfloridamarketplace.com/>.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the 'Commodity Selections' section, ensure that you have selected the matching commodity codes used in this solicitation. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, review the IE Compatibility Job Aid on the following webpage:

https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/new_ie_compatibility_job_aid

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

6.2.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, and intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Respondent's Agreement.'

Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. Questions must be submitted by the deadline for questions listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered vendors with a matching commodity code who 'Join' the MFMP Sourcing event and accept the 'Respondents Agreement' may submit Proposals until the Proposals due date and time listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Open' status until the Proposals due date and time.

Pending Selection Status

After the Proposals due date and time, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Proposals has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarkeplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations:

https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

6.2.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

RFP ATTACHMENTS

Attachment A - Cost Proposal (must be submitted prior to RFP opening)

Attachment B - Special Contract Conditions

Attachment C - Draft Contract - MCS

Attachment D - Draft Contract – FPA

Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS

Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA

Attachment G - Responsive Requirements (must be submitted prior to RFP opening)

Attachment H - Vendor Information

Attachment I - No Offshoring

Attachment J - Subcontracting

**Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J**

Management Consulting Services and Financial and Performance Audits

Respondent Name	
------------------------	--

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (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 documents 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 documents, and in accordance with section 287.057(13), F.S.

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. The Customer may 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 the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

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 performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; 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 documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The 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 invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail 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 and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

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), F.S. 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, F.A.C., 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.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

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. The Contractor must return any overpayment within forty (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 as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If 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, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If 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.

4.5.1 Office of Supplier Diversity.

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.

4.5.2 Diversity Reporting.

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 agency 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 RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, 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 <https://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, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. 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 all privileges and rights relating to venue it may have under Chapter 47, F.S., 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.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence 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.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or 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 Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its 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 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 the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 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 its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the 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.

6.2 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. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer 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 its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. 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.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 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.

6.7 Time is of the Essence.

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

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 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.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' 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, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. 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 resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and 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 Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the 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.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., 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 a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise 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. The Contractor must retain all documents related to the Contract for five (5) 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 the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and 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 the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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's 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 to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 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 is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications 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, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in 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.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The 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 performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

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 the 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 the 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 and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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 (5) calendar 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 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 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 may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department 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 have conducted performance and/or 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 subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar 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 Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, 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 in accordance with section 8.3 of these Special Contract Conditions. 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, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer 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 (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use 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 (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar 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 been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) 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 crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services 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.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Attachment C
State Term Contract 80101500-20-1
For
Management Consulting Services

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."

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 July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special 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 Special 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 Attachments, 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 Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor's submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Management Consulting Services (MCS). This includes the provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services

State Term Contract No. 80101500-20-1
For
Management Consulting Services

are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

State Term Contract No. 80101500-20-1
For
Management Consulting Services

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise

State Term Contract No. 80101500-20-1
For
Management Consulting Services

- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
 - Organizing, directing, and managing support services
 - Serving as a member of a team performing mid-level assignments
 - Providing solutions through analysis
 - Conducting Customer training through formal classroom courses, workshops, and seminars
5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:
- Coordinating and providing administrative support services to Contractor staff and Customer
 - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
 - Providing graphics and editorial support services and desktop publishing services
 - Maintaining version control of project documents
 - Providing direct support to consulting staff, including supporting the development of all deliverables
- d) Anticipated Preferences.
The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:
- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
 - Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
 - Knowledge of Federal and state grant requirements, including laws, rules, and regulations.
- e) Services.
The services the Contractor, through its personnel, shall provide include, but are not limited to:
- Consulting on management strategy.
 - Project management.
 - Program research, planning, and evaluations.
 - Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
 - Executive/management coaching services.
 - Customized training as needed to achieve a management consulting objective.
 - Assistance with policy and regulation development.
 - Assistance with process and productivity improvement.

State Term Contract No. 80101500-20-1
For
Management Consulting Services

- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.
- Other MCS-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract to which to send its RFQ.

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

State Term Contract No. 80101500-20-1
For
Management Consulting Services

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

State Term Contract No. 80101500-20-1
For
Management Consulting Services

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

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 the 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.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

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 incorporated Attachments, 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]

**Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing**

Date:

Date:



Attachment D
State Term Contract 84111600-20-1
For
Financial and Performance Audits

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."

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 July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special 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 Special 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 Attachments, 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 Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor's submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work (“Customer SOW”) detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a “PO”) between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer’s PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years’ experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs
- Training Customer personnel through formal classroom courses, workshops. or seminars

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, shall provide include, but are not limited to:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program
- Other FPA-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. *Customer SOW.* Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the 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 business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

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 the 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.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@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 incorporated Attachments, 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]

Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing

Date:

Date:

Attachment E
Technical Proposal Instructions and Evaluation Criteria
Service Category 1: Management Consulting Services

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment E should be labeled “Technical Proposal – Service Category 1: Management Consulting Services”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 2 – Financial and Performance Audits, the Respondent should submit a separate Technical Proposal for Service Category 2 using Attachment F – Technical Proposal Instructions and Evaluation Criteria (Service Category 2: Financial and Performance Audits). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 1	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Management Consulting Services.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Management Consulting Services.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Management Consulting Services.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Management Consulting Services.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which demonstrates the Respondent’s ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent’s proposal for carrying out Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent’s proposal does not demonstrate the Respondent’s ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent’s proposal demonstrates that the Respondent has minimal ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent’s proposal demonstrates that the Respondent has a good ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent’s proposal demonstrates that the Respondent has exceptional ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment F
Technical Proposal Instructions and Evaluation Criteria
Service Category 2: Financial and Performance Audits

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment F should be labeled “Technical Proposal – Service Category 2: Financial and Performance Audits”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 1 – Management Consulting Services, the Respondent should submit a separate Technical Proposal for Service Category 1 using Attachment E – Technical Proposal Instructions and Evaluation Criteria (Service Category 1: Management Consulting Services). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 2	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 2. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Financial and Performance Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Financial and Performance Audits.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its solution for carrying out Service Category 2 services, which demonstrates the Respondent’s ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 2 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent’s proposal for carrying out Performance and Financial Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent’s proposal does not demonstrate the Respondent’s ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent’s proposal demonstrates that the Respondent has minimal ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent’s proposal demonstrates that the Respondent has a good ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent’s proposal demonstrates that the Respondent has exceptional ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment G Responsive Requirements

RESPONSIVE REQUIREMENTS	APPLICABLE SERVICE CATEGORY
The Respondent certifies that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited to Section 6.1 of the RFP. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that the Respondent is not 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, and is not participating in a boycott of Israel. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has paid all MFMP transaction fees due to the State of Florida through the date of the Proposal submittal.	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org . (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. (Certifying by signature below)	Service Categories 1 and 2
Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA). (Certifying by signature below)	Service Categories 1 and 2

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Responsive Requirements listed above.

Company Name

Name of Respondent's Authorized Representative

Signature of Respondent's Authorized Representative

Date

Attachment H Vendor Information

Please ensure the vendor 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.

VENDOR NAME:		
VENDOR FEID NO.:		
VENDOR FEID MFMP LOCATION SEQUENCE NO.		
STREET ADDRESS:		
CITY, STATE and ZIP:		
WEBSITE ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
FAX NO.:		
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____	
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)		
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____	
AUTHORIZED RESELLERS	Yes ____ No ____	
AUTHORIZED RESELLERS (LIST IF APPLICABLE)		
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)		
MFMP CATALOG	Yes ____ No ____	
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)		
Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		

TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
Ordering and Remit-To Information - Please provide information 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 a website address.		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

Attachment I No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name:

Respondent Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

**Attachment J
Subcontracting**

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.
