



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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Request for Proposals (RFP)

**Information Technology
Staff Augmentation Services 3rd Bid**

No. 15-80101507-SA-D

ADDENDUM NO. 2

**Questions and Answers
RFP Amendments**

Contained herein are the responses to the questions submitted to the Department of Management Services (Department). The Department hereby amends Request for Proposals No. 15-80101507-SA-D as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

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

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 2 does not need to be returned with the Reply.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

#	Question	Answer
1.	<p>9.5 Annual Certification.</p> <p>The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.</p> <p>where do we find a certification form for this section ?</p> <p>Will DMS provide this form?</p>	<p>The Department does not currently provide a form for this certification.</p>
2.	<p>Do you have a redline version of RFP and attachments - showing what has changed from old cancelled RFP and the new re-bid?</p>	<p>The Department rejected all bids in the previous RFPs and issued this 3rd Bid RFP to revise and clarify the bid specifications.</p> <p>The previous RFP is available here: http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=144223 for purposes of comparison.</p> <p>However, to assure the Respondents' complete understanding of the procurement, the Department</p>

		<p>strongly recommends that Respondents carefully read all sections of this 3rd Bid RFP No. 15-80101507-SA-D.</p> <p>There have been a number of changes from RFP #14-80101507-SA-D Re-Bid, including but not limited to:</p> <p>Section 1, Introduction Section 2, Solicitation Overview Section 3, Instructions Section 4, Respondent Submission Section 5, Evaluation Methodology Attachment B, IT Experience Certification Form</p> <p>The Attachments and Contract Exhibits have been re-organized.</p>
3.	I am not sure if this is where we are to ask questions or not but I did want to make the team aware that there is not a signature line on Attachment B (see attached). Should we just sign and date it or will another form be coming out that has a signature line?	There is no signature required on Attachment B for this RFP.
4.	How do I submit the files?	<p>Information about submitting a Proposal can be found throughout the RFP, including in RFP section 3, Instructions, RFP subsection 2.4, MFMP Sourcing Phases, which provides in part: 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 'Bidders Agreement' may submit Proposals until the Proposals Due date listed in the Timeline of Events, section 2.7</p> <p>Also see, Timeline of Events, Attachment E.</p>
5.	This event on myMarketPlace is not letting me to submit a response. Please help	See answer to Question #4.
6.	Referring Contract Exhibit J (Quarterly sales report) - Could you please help us understand if we shall provide the quarterly sales report for the	Awarded Contractors must submit the Quarterly Sales Reports in accordance with Contract Exhibit D, Additional Special Contract Conditions, section 17, and section 16, which provides in part: The Contract Quarterly Sales Report will include all sales (orders)

	other states we are working with or if it is for the Florida once we are engaged with MFMP?	from Customers received (<u>associated with this Contract</u>) during the reporting period. Exhibit J is not required for purposes of responding to this RFP.
7.	We participated in this RFP and submitted a proposal back in August last year. Do we need to re-submit our bid if we are shown as complete from August and have no updates?	See Addendum No. 1.
8.	When will we be able to upload our response?	See answer to Question #4.
9.	Are there any pertinent differences between this bid and the last 2 that we should be aware of? Can you outline those discrepancies?	See answer to Question #2.
10.	Can interested companies submit a proposal to support specific Job Families or Job Roles, or must a submitted proposal encompass all Job Families and Job Roles listed in the Subject RFQ?	Please see RFP subsection 3.2.8, Price Sheet Instructions, as amended herein. A Respondent is not required to respond to every Job Family or every Job Title. However, a Respondent is required to provide a price for every Scope Variant within the Job Titles it bids on.
11.	How is good standing with State of Florida defined?	See this addendum's modifications to RFP section 1.8, found below.
12.	The RFP mentions that a deadline to join the event is mentioned in Attachment E. Attachment E mentions a time line but there is no mention of a time to join the event.	See this addendum's modifications to RFP, subsection 3.2.2, MFMP Registration, found below.
13.	We are a diversified minority business certified by NMSDC and Massachusetts Supplier Diversity Office (SDO). We are also a Woman Owned Business certified by WBENC, WOSB and Massachusetts Supplier Diversity Office (SDO). We have sent our certifications to osdinfo@dms.myflorida.com . Is there a preference for diversity vendors?	Please see subsection 5.3, Basis of Award, and subsection 2.19, Commitment to Diversity in Government Contracting.
14.	When will the option to submit responses open?	See answer to question #4.
15.	Would it be possible for the State to let us know why all bids were cancelled/rejected on the previous 2 RFP responses that were submitted? We are just curious if there is additional information that can be provided in order to help us make changes in our bid response to the current proposal.	See answer to Question #2.

16.	We received a to participate in the 3rd rebid for the IT Staff Augmentation Services RFP but I see that the status is in "Preview". Do we need to submit anything at this point to be eligible to respond? We had previously submitted a response for the original RFP.	See answer to Question #4 and Addendum No. 1.
17.	1. We have noticed in the new RFP #15-80101507-SA-D, attachments name has been re- arranged, is the only change or any other changes as been adopted?	See answer to Question #2.
18.	Please let us know what happened to earlier RFP and what has changed in this new rfp.	See answer to Question #2.
19.	Could you explain why this is being rebid? Are there specific changes in the submittal requirements from the previous bid documents? If so, please identify what these are	See answer to Question #2.
20.	How many proposals were received in the canceled RFP?	There were 288 Proposals received for RFP #5-80101507-SA_D Re-Bid.
21.	Is there any preference for local vendors?	No.
22.	who are the current vendors? are they eligible for Rebid. Can you share a copy of the current incumbents contract with their rate card?	The list of awarded vendors and pricing for the current contract can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/information_technology_staff_augmentation_services2 . Current Contractors are welcome to submit a proposal for this RFP.
23.	What are the DMS' current rates for the positions listed in the solicitation?	The list of awarded vendors and pricing for the current contract can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/information_technology_staff_augmentation_services2 .
24.	Are you able to highlight in yellow any changes this rebid IT Staff augmentation 3rd final compared to the previous bid which was released on 2018	See answer to Question #2.

25.	<p>What was the reason for cancelling the previous proposal?</p> <p>What are the changes made in the New RFP?</p>	See answer to Question #2
26.	<p>When a requesting entity has a need for staff augmentation services, will there be a detailed statement of work between the parties or is Exhibit A the extent of the details of the engagement?</p>	<p>See, Contract Exhibit A, Statement of Work which provides in part that detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff will be provided by the Customer in a Request for Quote.</p> <p>Also see, Additional Special Contract Conditions, section 13, Request for Quotes, which states in part that the Customer will issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.</p>
27.	<p>Solicitation Overview, Section 2.14 paragraph 3 incorporates PUR 1000 terms and conditions. Solicitation Overview, Section 214 paragraph 4, superseded the PUR 1000 with the RFP Special Conditions. Please confirm that PUR 1000 terms will not be included as a part of any awarded contract.</p>	<p>The terms of the PUR 1000 are replaced in their entirety with the Special Contract Conditions contained in Contract Exhibit C of this RFP.</p>
28.	<p>Additional Special Contract Conditions, paragraph 3 states that Section 6.2 of the Special Conditions is superseded in its entirety with this Subcontracts Section. Special Conditions Section 6.2 is Assignment. I believe this paragraph 3 should state Section 6.1 of the Special Conditions is superseded. Please confirm</p>	<p>See this addendum's modifications to the Additional Special Contract Conditions, section 3, Subcontracts, found below.</p>
29.	<p>The awards are based on job title in accordance with Section 3.2.8 - does that mean that each job title will have a different set of vendors in accordance with their response? Or will they be grouped in accordance with technologies or "family" to ensure consistency in the level of service for each sector?</p>	<p>Awards will be made by Job Title, not by Job Family in accordance with the RFP subsection 3.2.8, Price Sheet Instructions, amended herein.</p>
30.	<p>Price is given the largest section of points when doing evaluation. Does the state evaluate exceptionally low bid not feasible pricing where vendors artificially lower pricing to win the contract but then place the state in a position to negotiate upwards when the position is released? The "price-swap" process to get on a state contract only to change when awarded.</p>	<p>Respondents shall not increase their proposed hourly prices for the term of the Contract. See this addendum's modifications to RFP section 3.2.8, Price Sheet Instructions, found below.</p> <p>See also, section 3.1 of the Special Contract Conditions, Contract Exhibit C.</p>

31.	How does the state view federally vetted and cleared federal contractors in their award process and does the state view federal programs in the same manner as state programs when making its consideration?	Please see RFP section 5, for the Department's Evaluation Methodology, and RFP subsection 5.3, for the Basis of Award.
32.	Is the program/RFP being evaluated as an LCTA (Lowest Cost Technically Acceptable) or is the state taking a value added approach, etc.?	Please see RFP section 5, for the Department's Evaluation Methodology, and RFP subsection 5.3, for the Basis of Award.
33.	What are the estimated number of hours by role listed in Attachment C - Price Sheet?	The Department does not have this information.
34.	What occurs during the "Public Meeting: Proposal Opening" listed in Attachment E Timeline of Events?	The Department acknowledges receipt of all Responses timely received.
35.	What attributes, factors, etc. have made current vendors most successful with the State?	The Department does not have data relating to the attributes and factors that determine Vendor success.
36.	Are there other criteria considered when evaluating proposals aside from the items listed in "5.2 Respondent Proposal Evaluation"? For example, in alignment with the Governor's plan of putting maximum Florida residents to work, will respondents' headquarters location be a factor in the decision criteria?	No.
37.	How can vendors improve their standings with the State and increase the number of roles awarded?	See RFP section 5, Evaluation Methodology.
38.	Are there skill sets/positions more important than others to the State based on agency buying habits?	For purposes of this RFP, no Job Title has been identified as more important than any other.
39.	Can agency preference influence the number of job codes a vendor is awarded?	For the evaluation methodology and basis of award, see section 5 of the RFP.
40.	How are job code awards evaluated?	See RFP section 5, Evaluation Methodology.
41.	Section ~Page Number Question 1.2 Term 3 Section 1.2, page 3 states no renewals, however Section 2.2 on page 30 indicates that the Department or Contractor can initiate a renewal. Which takes precedence?	There are no Renewals for this Contract. The Contract documents and the Contract order of precedence may be found in section 2 of Exhibit B, Draft Contract Document.
42.	Section ~Page Number Question 1.2 Term 3 Section 1.2, page 3 states no renewals, however Section 2.2 on page 30 indicates that the Department or Contractor can initiate a renewal. Which takes precedence?	There are no Renewals for this Contract. The Contract documents and the Contract order of precedence may be found in section 2 of Exhibit B, Draft Contract Document.
43.	Section ~Page Number Question General BLANK	This is determined by the Customer.

	When the state issues an RFQ what is the typical time frame a supplier would have to respond?	
44.	<p>Section ~Page Number Question 5.3 Basis of Award 24</p> <p>It appears based on section 5.3 Basis of Award that each Job Title in the pricing sheet will have the 4 criteria applied, with the first 3 being constant once points are awarded for IT Experience, Staffing Resource, IT Staff Aug, the only variant per Job Title will be the score for Rate, is this correct?</p>	See this addendum's modifications to RFP section 5, Evaluation Methodology, found below.
45.	<p>Section ~Page Number Question CONTRACT Exhibit A STATEMENT OF WORK Section 1. Contract Deliverables 27/28</p> <p>Does the state expect that all RFQ's and subsequent awards and work to be performed be done on a T&M basis based on the rates in Attachment C?</p>	This question is unclear; there is no "T&M" term or condition in this RFP. The vendors' proposed prices in Attachment C will apply.
46	<p>Section ~Page Number Question Contract Exhibit A-B-C-D 27 - 55</p> <p>Are the terms and conditions in Exhibits A-B-C-D negotiable upon issuance of an RFQ or otherwise? Should suppliers submit redlines to any of these Exhibits along with our submission?</p>	<p>See, Contract Exhibit A, Statement of Work which provides in part that, detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff will be provided by the Customer in a Request for Quote. Also see Contract Exhibit D, Additional Special Contract Conditions, section 13, Request for Quotes which states in part that the Customer will issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.</p> <p>Do not submit any redlines to the terms and conditions in Exhibits A, B, C, or D with your submission.</p> <p>In order to be considered a responsive Respondent for this RFP, Respondents must answer "Yes" to the RFP section 4.1.1, Mandatory Requirement Questions, including Question #5:</p> <p>Respondents must certify that they have read the entire solicitation document and agree to all terms and conditions, without qualification or exception, including but not limited to section 3.2.1. or their proposals will not be further evaluated and will not be considered for an award of a Contract from this RFP.</p>

	Section ~Page Number	Question	
47.	Section 3 31	What are the payment terms (le net 30) the state expects to reimburse the suppliers based on work performed?	<p>This question is unclear. However, for payment terms related to the work performed under a contract that results from this RFP, see at a minimum, Contract Exhibit A, Statement of Work, Contract Exhibit B, Draft Contract, including section 3. Purchase Order Requirements, Contract Exhibit C, Special Contract Conditions, including section 3, Payment and Fees, and section 5.7, Inspection, and RFP subsection 3.2.4, Transaction Fees.</p> <p>Terms of payment will be as provided in the Contract, including, but not limited to, Contract Exhibit D, Additional Special Contract Conditions, section 13, Request for Quotes.</p>
48.	Section 9.2 Warranty of Security 40	Can foreign nationals residing in the US perform staff augmentation work per section 9.2 Warranty of Security?	Section 9.2, Warranty of Security does not reference foreign nationals. Contractors must comply with all contract terms, including, but not limited to, Contract Exhibit C, Special Contract Conditions, section 5, Compliance with Laws, and section 13, Background Screening and Security.
49.	Section SECTION 12. CONTRACT AUDITS 45	What are the frequency of the audit in question and who is responsible for funding the audit?	Section 12, Contract Audits, of the Contract Exhibit C, Special Contract Conditions, does not provide the frequency or funding of the referenced audits.
50.	Section 3. SubContracts 47	Do Subcontractors need to be identified as part of the initial Proposal submission or only at time of RFQ process?	There is no requirement in this RFP that subcontractors be identified in the Respondent's Proposal. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract.
51.	Section 10. Contract Revisions 49	Will requesting agencies be able to revise or add new T&Cs on top of the Departments T&Cs as part of the RFQ process?	See answer to Question #26.
52.		Can the State clarify why the previous RFP was canceled?	See answer to Question #2.
53.		Can the State provide an estimate of how many positions will be filled within the scope of the RFP?	This question is unclear. However, see RFP subsection 5.3, Basis or Award, which provides in part, the Department intends to make multiple awards from this

		solicitation and anticipates awarding 200 contracts, per Job Title.
54.	What changes have been made in rebid 3 compared to the prior bids? Thank you.	See answer to Question #2.
55.	What exactly changed, in terms of requirements, with this current solicitation versus the original one released in the summer of 2018?	See answer to Question #2.
56.	The naming convention section of page 15 of the RFP states that the file names for Attachment D and Attachment F should end in “.xlsx.” Could you please confirm that the correct file type for Attachment D and Attachment F is .pdf, and that the naming convention should reflect that?	See this addendum’s modifications to RFP section 3.2.3, Submitting a Proposal, found below. See also RFP section 4.4, Submission Capacity Requirements.
57.	In section 3.2.3 Submitting a Proposal, the naming convention for Attachments D and F indicate Excel Spreadsheets. Since the original of those attachments are Word Documents, should they be submitted as .docx or .pdf?	See answer to Question #56.
58.	Section 4.4 Submission Capacity Requirements does not indicate that Attachment D is to be factored into the submission. Please confirm if the Vendor DOES or does NOT need to submit that attachment as part of the response.	Attachment D, Respondent Response Checklist, is provided to help Respondents verify that all elements of the proposal are complete. It does not have to be submitted with the proposal.
59.	Can you confirm the bid is available in preview until 3/12, then will be open for bids until 3/19 and close for bids on 3/19? I want to confirm, because I'm seeing a closing date of 3/12 in some places.	See Attachment E, Timeline of Events, for key dates and times. It is the responsibility of the Vendor to monitor VBS for any changes to this solicitation, including the timeline.
60.	Why were the first two bids rejected?	See answer to Question #2.
61.	Please clarify if there is anything bidders should consider doing differently for this bid, compared to the previous two.	See answer to Question #2.
62.	Would you allow additional discussion or exceptions to any of the terms and conditions found in Exhibit B or Exhibit C?	No. See RFP subsection 4.1.1 Mandatory Requirement Questions. In order to be considered a responsive Respondent for this RFP, Respondents must answer “Yes” to the RFP

		Section 4.1.1, Mandatory Requirement Questions, including Question #5: Respondents must certify that they have read the entire solicitation document and agree to all terms and conditions, without qualification or exception, including but not limited to section 3.2.1., or their proposals will not be further evaluated and will not be considered for an award of a Contract from this RFP.
63.	Section 3.2 details when a price decrease will apply. How are we notified if there is going to be a price decrease? How far in advance will we be notified?	The Contractor should notify the Department when prices should be decreased pursuant to 3.2 of Exhibit C, Special Contract Conditions.
64.	Section 3.3. does not specify payment terms. What are the payment terms?	See answer to question #47.
65.	Can you give us further detail on the intent with this Section 5.7?	You may refer to the referenced statute, section 215.422, F.S., for more detail on section 5.7.
66.	Is there any compromise on the type of indemnification that we are responsible for?	No. See answer to Question #62.
67.	Section 9.3 and 9.4 include remedial measures and indemnification related to security and security breaches. Does this section relate to information our contract personnel will come into contact with when performing services on site at the state?	Subsections 9.3 and 9.4 of Exhibit C, the Special Contract Conditions, are not limited to performance of services on site at the state.
68.	Section 11.2 discusses performance deficiencies and corrective plan and if the plan fails to remedy the deficiency, 10% of the total invoice amount will be withheld until resolved. Does this section of the contract apply to contract labor services?	Yes.
69.	Section 11.3 references liquidated damages. Does this section apply to contract labor services? If so, please provide an example of when this would apply?	Yes.
70.	Section 13.1 details the background check requirements. Could you please define a disqualifying offense? What is the remedy if we find a disqualifying offense?	Disqualifying Offenses are listed in subsection 13.3, Disqualifying Offenses, of Contract Exhibit C, Special Contract Conditions. For Contractor responsibilities, see sections 13.3, Disqualifying Offenses and 13.1, Background Check.
71.	Section 2 requires us to accept the Universal card format Purchasing Cards for payment but it's not the exclusive method. Will other methods of payment be allowed?	The method of ordering and payment will be selected by the Customer.
72.	Section 9 discusses performance and payment bonds possibly being a requirement. Are they required for this rfp?	No. However, the Customer may request a performance and payment bond.

73.	Will the State consider exceptions and/or requests for clarifications in order for Vendor to provide the most beneficial and cost effective solution to the State?	No. See answer to question #62.
74.	Will the State negotiate contractual terms and conditions upon award?	No.
75.	Is the client expecting the vendor to submit any resumes at the time that the proposal is submitted?	Resumes are required post-award only. See sections 13 and 14 of Contract Exhibit D, Additional Special Contract Conditions.
76.	How many vendors are expected to be chosen?	The Department anticipates awarding 200 contracts, per Job Title. See also section 5.3, Basis of Award, of the RFP.
77.	After successful submittal of the proposal how long will it be until the vendor hears back from the client regarding the vendors proposal?	See Attachment E, Timeline of Events.
78.	Attachment B (IT Experience Certification Form) on page 60 of the solicitation no longer contains a signature block as was included on the previous solicitation releases. Is it the Department's intent that this form no longer requires an authorized signature?	Yes. Attachment B, IT Experience Certification Form, does not require a signature.
79.	Is the response checklist a part of the files that vendors have to submit with the proposal?	No. Attachment D, Respondent Response Checklist does not need to be submitted with the proposal.
80.	When submitting the proposal should the vendor zip all of the files or upload them individually?	Respondents are to download each attachment, fill it out, and then individually upload each filled-in copy in the space provided, in MFMP Sourcing. See RFP section 4.3, Uploading Documentation.
81.	For the price sheet if the average rate for a position is higher than the ceiling rate given in the RFP, what will happen then?	This question is unclear. However, the Department will not consider or evaluate a Respondent's Job Title that contains any price for any scope variant that is higher than the applicable Ceiling Rate.
82.	Question 1: On Page 15 the Example of Naming Convention is provided, in which the file extension for Attachment D & F is giving as "xlsx", but the provided attachment is in word and after we scan the documents, we can create PDF file. We assume that PDF will be accepted file type for Attachment D and F – please confirm.	See answer to Question #56.
83.	Questions Related to Special Contract Conditions Sections 2.3.2 and 3.3	No.

	<p>Question: Some of the contract clauses refer to payment being contingent on work performed, but being a staffing contract payment is made based on hours worked, not necessarily the tasks performed. Will Contractor be able to more clearly define payment and how hours are invoiced in an SOW that will take precedence over the standard State language?</p>	
84.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 3.9</i> Question: Will DMS replace Section 3.9 with the following: 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 issue a credit memo within forty (40) calendar days after discovery by the audit results of the overpayment.</p>	No.
85.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 5.2</i> Question: Will DMS consider a dispute resolution process that is not unilateral before moving to litigation on any disputes?</p>	No.
86.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 5.7</i> Question: Will DMS mark Section 5.7 as not applicable? This contract does not include the purchase of commodities for which there would be a risk of loss or title transfer.</p>	No.
87.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 7.3</i> Question 1: There is no intellectual property being created for the State under this contract. The staffing resource would be placed on assignment and follow the tasks given by the customer under placement. Will DMS replace Section 7.3 with the following: The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for</p>	No.

	the Department or the Customer while placed on assignment will be owned by the State of Florida at the completion of the Contract.	
88.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 7.3</i> Question 2: Contractor is not selling product or any IP rights. When a resource is placed, they will be using the supplies and potentially IP that belongs to, or is licensed by a third party to, the Customer. Will DMS remove the following from this clause, as it's not applicable – “from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or”?</p>	No.
89.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 11.2</i> Question: The corrective action plan requirement is broad. In offering a financial penalty for nonperformance, Contractor would like to offer the following. Will DMS consider changing the language to read: “In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines in its reasonable discretion that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The Contractor must either: (i) provide evidence that a performance deficiency doesn't exist; or (ii) provide the Department with a corrective action plan describing how the Contractor will address the performance deficiency identified by the Department. If it is determined a performance deficiency exists, and Contractor's implementation of the corrective action plan fails to remedy the performance deficiencies, the Department will retain three percent (3%) 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 for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.”</p>	No.
90.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 11.4</i> Question: One of the actions taken by the Customer is to go elsewhere for the services, but at Contractor's cost. This would be considered a penalty, which is not appropriate in a force majeure situation. The Contractor</p>	No.

	shouldn't be penalized for a situation outside its control. Will DMS remove "(without recourse to and by the Contractor for the related costs and expenses)" from this clause?	
91.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 12.1</i> Question: Will DMS replace Section 12.1 with the following: 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 redacted copies of agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this 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 State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections. To the extent allowable by law, the Departments, Chief Financial Officer and the Office of the Auditor General shall consider any agreements and contracts between Contractor and its subcontractors, partners or agents, confidential information.</p>	No.
92.	<p>Questions Related to Special Contract Conditions</p> <p><i>Section 13.1</i> The background checks in the contract are broad and reach farther than those staffing resources that will be onsite. Will DMS replace 13.1 with the following: In the event a Contractor employee, agent, representative or subcontractor: (i) has access to non-public State data while on State premises; or (ii) is a staffing resource placed on assignment; (herein after defined as "Key Personnel", the Department may require the Key Personnel provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Key Personnel from this Contract based on the background check results. In addition, the Contractor must ensure that all Key</p>	No.

	Personnel 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. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each Key Personnel during the term of the Contract	
	Questions Related to Special Contract Conditions <i>Section 14.1</i> Question: How does DMS define the dollar amount of the contract? In order to make this clause clearer, will DMS change it to read: “For all claims against the Contractor under this contract or purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability for direct damages: (i) under the contract, the greater of \$250,000 or the amount of fees paid or payable by all customers under this Contract for the prior twelve month period from the incident; or (ii) when under a specific purchase order under this Contract, the greater of \$250,000 or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.”?	No.
93.		
94.	What are the DMS’ current rates for the positions listed in the solicitation?	See the answer to Question #23.
95.	What is the anticipated annual and total spend for this contract?	See RFP section 1, Introduction.
96.	How many vendors does the DMS anticipate selecting for award?	See the answer to Question #76.
97.	What specific background checks and/or drug screens are required of the temporary staff?	See Special Contract Conditions, section 13, Background Screening and Security. See this addendum’s modifications to section 13.1, Special Contract Conditions, found below.
98.	Will respondents be allowed to pass through the costs for background checks, drug screens, and fingerprinting/Live Scan (at no additional markup) to the DMS?	No. See Special Contract Conditions, section 13, Background Screening and Security.
99.	With respect to Affordable Care Act (ACA) costs, would the DMS prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent’s proposed rates? Please clarify.	Do not include any costs as a separate line item.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in yellow.

1. Section 1.8, Who May Respond, is hereby replaced in its entirety as follows:

1.8 Who May Respond False or Erroneous Information

Vendors in good standing with the State of Florida that meet the specifications of this RFP, and possess the financial capability, experience, and personnel resources to provide commodities and services described in this RFP may submit a Proposal. The Department will evaluate Proposals from Responsive and Responsible Vendors.

A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract.

If the Respondent's Proposal is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

2. Section 3.2.2, MFMP Registration, is hereby replaced in its entirety as follows:

3.2.2 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to this RFP, a Respondent must be a registered Vendor in the MFMP 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 procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

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

- a) Create an account through the MFMP VIP.
- 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 procurement. Vendors will not receive notifications for procurements with commodities 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 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

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, please click [here](#).

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT PRIOR TO THE 'PROPOSALS DUE IN MFMP SOURCING' BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS, SEE SECTION 2.7 AND ATTACHMENT E, 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>

3. Section 3.2.3, Submitting a Proposal, is hereby replaced in its entirety as follows:

3.2.3 Submitting a Proposal

Respondents will submit their questions and Proposals electronically via MFMP Sourcing and enter all attachments and documents electronically in the MFMP Sourcing application during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Vendors must 'Join' the MFMP Sourcing event and answer the Mandatory Requirement Questions (Section 4.1.1 of this RFP) in order to be able to submit a Proposal.

MFMP Sourcing File Attachment Naming Convention: Attachments submitted in MFMP Sourcing should be similar to the following file naming conventions:

Example:

JohnDoeLLC_ExecutiveSummary.pdf
JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_Attachment_B.pdf
JohnDoeLLC_StaffResManPlan.pdf
JohnDoeLLC_PastSACExperience.pdf
JohnDoeLLC_Attachment C Price Sheet.xlsx
JohnDoeLLC_Attachment D.pdf ~~xlsx~~
JohnDoeLLC_Attachment F.pdf ~~xlsx~~

Respondents that fail to submit complete Proposals containing all requested information in MFMP Sourcing may be deemed non-responsive. Respondents are responsible for submitting their Proposals in MFMP Sourcing by the date and time specified in the Timeline of Events located in section 2.7 of this solicitation. The Department will not consider late Proposals.

Do not submit mass-produced general information/promotional material about the Respondent that is prepared/printed for general distribution. Proposals should be prepared simply and economically and should provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

4. Section 3.2.8, Price Sheet Instructions, is hereby replaced in its entirety as follows:

3.2.8 Price Sheet Instructions

Descriptions of "Job Families" are displayed in the left columns of the Pricing Spreadsheet. Within each Job Family are a number of Job Titles. The Job Title is often, but not always, broken down into "Scope Variants," which are gradations of experience within that Job Title.

Insert proposed prices in the provided RFP No. 1-80101507-SA-D 3rd Bid **Attachment C, Price Sheet, in an Excel file**. All prices must be in U.S. Dollars, (\$USD; e.g. \$99,999.00), and price ranges will not be accepted. A Respondent's proposed prices are "not to exceed" **hourly** rates and will be for the entire Contract term.

AWARDS WILL BE MADE BY JOB TITLE. A RESPONDENT IS NOT REQUIRED TO RESPOND TO EVERY JOB FAMILY OR EVERY JOB TITLE, HOWEVER A RESPONDENT IS REQUIRED TO PROVIDE A PRICE FOR EVERY SCOPE VARIANT WITHIN THE JOB TITLES THEY CHOOSE.

THE RESPONDENT IS REQUIRED TO PROVIDE A "NOT TO EXCEED" PRICE FOR EVERY SCOPE VARIANT FOR EACH JOB TITLE FOR WHICH THE RESPONDENT SEEKS TO RECEIVE AN AWARD. THE DEPARTMENT WILL NOT CONSIDER OR EVALUATE A RESPONDENT'S JOB TITLE THAT FAILS TO CONTAIN PRICES FOR EVERY SCOPE VARIANT WITHIN THAT JOB TITLE.

THE RESPONDENT'S HOURLY **PROPOSED PRICE RATE** SHALL NOT EXCEED THE CEILING RATE LISTED NEXT TO EACH SCOPE VARIANT. THE DEPARTMENT WILL NOT CONSIDER OR EVALUATE A RESPONDENT'S JOB TITLE THAT CONTAINS ANY PRICE FOR ANY SCOPE VARIANT THAT IS HIGHER THAN THE APPLICABLE CEILING RATE.

Prices shall not increase for the entire Contract term.

5. **The first paragraph of Section 5., Evaluation Methodology, is hereby replaced in its entirety as follows:**

5 Evaluation Methodology

This section describes the methodology that the Department will use to evaluate Proposals. Evaluations will be conducted by an evaluation team. Scoring will be based on a possible total of 1000 points per Job Title. **All Evaluator scores for a Vendor's Proposal for a Job Title will be averaged to create the total score. Each Responsive and Responsible Respondent will receive one IT Experience Certification score, one Staffing Resource Management Plan score (based on the average Evaluator score), and one IT Staff Augmentation Contract Experience score (based on the average Evaluator score). For each job title, those three scores will be added to the Price points awarded.**

6. **Special Contract Conditions, Section 13.1, Background Check, is hereby replaced in its entirety as follows:**

13.1 Background Check.

The Department **or Customer** may require the Contractor and its employees, agents, representatives, and subcontractors **to provide fingerprints and be subject to such** 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. The Contractor will ensure that all background screening will be refreshed upon the request of the Department **or Customer** for each person during the term of the Contract.

7. **Additional Special Contract Conditions, Section 3., Subcontracts, is hereby replaced in its entirety as follows:**

3. Subcontracts

Section **6.1-6.2** of the Special Contract Conditions is superseded in its entirety by this Subcontracts section. The Contractor is fully responsible for satisfactory completion of all work on this contract. The Contractor shall ensure, and provide assurances to the Department or Customer upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or subcontractor's staff

whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any subcontract arrangements must be evidenced by a written document available to the Department or Customer upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.