



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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## **Request for Proposals (RFP)**

### **Information Technology Staff Augmentation Services Re-bid**

**RFP No. 5-80101507-SA-D**

**October 2018**

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# 1 Introduction

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 information technology staff augmentation services (Services).

The purpose of the solicitation is to replace the current State Term Contract (STC), for Information Technology (IT) Staff Augmentation Services, 80101507-SA-15-01, for use by all Eligible Users (Customers). The STC that results from this solicitation is intended to provide the capability for Customers to issue a Request for Quotes (RFQ), to Contractors awarded under the STC, for Information Technology (IT) staff that possess the technical skills that are needed by the Customer on an hourly assignment basis. The current STC for IT Staff Augmentation Services has an estimated average annual spend volume of approximately \$66,800,000.00. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purchases under any new contract.

The Department intends to make multiple awards from this solicitation as specified in section 5.3.

This solicitation will be administered using the Department's e-procurement system, MyFloridaMarketPlace (MFMP). Information about submitting a proposal can be found in section 3, Instructions, of this solicitation. Vendors interested in submitting a proposal to this solicitation must comply with all of the terms and conditions described in this Request for Proposals (RFP).

## 1.1 Objective

The objective of the Department in issuing this solicitation is to establish a STC as defined by subsection 287.012(28), Florida Statutes for Services. Information regarding the desired services can be found in Attachment A, Scope of Work, of this solicitation.

## 1.2 Term

The term of the Contract will be two (2) years, with no renewal years. Section 2.2 of Contract Exhibit A, Special Contract Conditions, is superseded in its entirety by this subsection of the RFP.

## 1.3 Definitions

The definitions listed below apply to this solicitation in addition to the definitions in the Special Contract Conditions (Contract Exhibit A) and General Instructions to Respondents ([PUR 1001](#)). In case of any conflict between these definitions and those of Contract Exhibit A and PUR1001, the definitions below will take precedence.

### 1.3.1 Contract

The binding agreement(s) that results from this competitive procurement between the Department and the Contractor(s).

### 1.3.2 Contractor(s)

The Responsive and Responsible Respondent(s) awarded a Contract pursuant to this solicitation.

### 1.3.3 Customer

Any Eligible User as defined below in 1.3.4 that attempts to procure services under the Contract.

### 1.3.4 Eligible User

As defined in Rule 60A-1.001, Florida Administrative Code

#### 1.3.5 IT Experience

Experience working in the computer science industry that involves equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

#### 1.3.6 IT Staff Augmentation Contract Experience

Demonstrated prior work experience in the allocation and outsourcing of qualified information technology staff to augment a Customer's workforce on a temporary basis.

#### 1.3.7 Operational Formula

The day-to-day actions of a company that are guided by a written policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

#### 1.3.8 Principal Personnel

The management of the Respondent's company who make operational decisions.

#### 1.3.9 Respondent

A Vendor who submits a proposal to this solicitation.

#### 1.3.10 Responsible Vendor

As defined in subsection 287.012(25), Florida Statutes, means a Vendor that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

#### 1.3.11 Responsive Proposal

As defined in subsection 287.012(26), Florida Statutes, means a proposal submitted by a Responsible and Responsive Vendor that conforms in all material respects to the solicitation.

#### 1.3.12 Responsive Vendor

As defined in subsection 287.012(27), Florida Statutes, means a Vendor that has submitted a responsive proposal that conforms in all material respects to the solicitation.

#### 1.3.13 Vendor

An entity representing to DMS that it is in the business of providing a commodity or contractual service.

### 1.4 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. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

### **1.5 Commodity Codes**

The commodity code used for this solicitation and subsequent Contract is 80101507, Information Technology Consulting Services, United Nations Standard Products and Services Codes (UNSPSC).

### **1.6 Procurement Officer**

The Procurement Officer is the sole point of contact for information regarding this solicitation from the date of release of the solicitation until the contract award is announced in the Vendor Bid System.

The person named below is the Procurement Officer issuing this solicitation.

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

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, 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 response.

### **1.7 Must, Shall, Will and Is Required**

Although this solicitation uses terms such as “must”, “shall”, “will”, and “is required”, and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a proposal. There is no guarantee that the Department will waive an omission or deviation, or that any Respondent with a proposal containing a deviation or omission will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

### **1.8 Who May Respond**

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 that have experience to meet the specifications of this RFP.

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.

### **1.9 Order of Precedence for Solicitation**

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if used (in reverse order of issuance)
2. Draft Contract (Attachment B)
3. Statement of Work (Attachment A)
4. Additional Special Contract Conditions (Contract Exhibit B)
5. Special Contract Conditions (Contract Exhibit A)
6. This RFP and other Attachments

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## 2 Solicitation Overview

### 2.1 Governance

The solicitation is governed by Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code.

### 2.2 Vendor Bid System

The Vendor Bid System (VBS) is the State of Florida's system of record for competitive solicitations. This system provides access to the State of Florida's competitive solicitations including, Invitations to Bid (ITB), Requests for Proposals (RFP), and Invitations to Negotiate (ITN).

To see view solicitation information in the system, please visit this site:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

This solicitation will be advertised on VBS and all updates to this solicitation will be posted within that advertisement.

### 2.3 MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

### 2.4 MFMP Sourcing Posting Phases: A solicitation formally begins when the Department posts a Notice on VBS and publishes an MFMP Sourcing event. Solicitations conducted in MFMP

Sourcing exist in the following phases:

#### 2.4.1 Preview Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. For more information on submitting a question in MFMP Sourcing see Section 2.10.

The solicitation remains in 'Preview' status until the 'Open' status begins.

#### 2.4.2 Open Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Vendors who have accepted the 'Bidders Agreement' in MFMP Sourcing may submit proposals until the Proposal Due Date listed in the Timeline of Events, section 2.7.

The solicitation remains in 'Open' status until the Proposal Due Date & Time listed in the Timeline of Events, section 2.7.

#### 2.4.3 "Pending Selection" Status

The solicitation enters 'Pending Selection' status after the Proposal Due Date & Time listed on the Timeline of Events. When a solicitation is in 'Pending Selection' status, vendors are no longer able to submit proposals.

#### 2.4.4 'Completed/Awarded' Status

The solicitation enters 'Completed/Awarded' status after a Notice of Intent to Award has been published on VBS. This status indicates the MFMP Sourcing event has been completed and any use of the term 'Award' in MFMP Sourcing refers solely to system function.

### 2.5 MFMP Training

MFMP University offers vendor training materials on the Department's website at:

<http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

Vendors may download the pdf documents for review.

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

### 2.6 MFMP Assistance

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

### 2.7 Timeline of Events

Respondents should become familiar with the Timeline of Events, Attachment G. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be through an addendum to the solicitation posted to the Vendor Bid System and added to the solicitation in MFMP Sourcing. It is the responsibility of the Vendor to check the Vendor Bid System for any changes to this solicitation.

### 2.8 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation.

### 2.9 Public Meetings During the Solicitation

The Department may conduct public meetings related to this solicitation. Members of the general public, current Vendors, potential Vendors, and interested persons may attend any public meeting. Anyone attending these meetings may be requested, but is not obligated, to register their attendance in a means provided by the Department at the time and location of the meeting.

Each public meeting will be held according to the Timeline of Events, section 2.7.

### 2.10 Vendor Questions

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through the MFMP Sourcing Tool. In order to submit a question, Vendors shall be registered in MFMP Sourcing and have access to the "Messages" tab in the solicitation dashboard.

Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001, incorporated into this solicitation by reference). Questions can be submitted in MFMP



Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events, section 2.7.

The following text replaces Paragraph 5 of PUR 1001:

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 shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each Respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel. 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 PUR1001.

**VENDORS ARE STRONGLY ENCOURAGED TO RAISE ANY QUESTIONS OR CONCERNS THEY MAY HAVE REGARDING THIS RFP, INCLUDING THE PROPOSED CONTRACT TERMS AND CONDITIONS, IN ACCORDANCE WITH THE TIMELINE OF EVENTS.**

The Department will answer all submitted questions in a Question and Answer Addendum as described in section 2.11.

#### **2.11 Question and Answer (Q&A) Addendum**

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department. This addendum will be issued according to the Timeline of Events, section 2.7.

The purpose of the Q&A addendum is to assist the Department in "...assuring the Vendor's full understanding of the solicitation requirements", in accordance with section 287.057(2), Florida Statutes, by providing Vendors with written answers to questions about the solicitation.

#### **2.12 Addenda**

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the Vendor Bid System and within MFMP Sourcing. It is the Vendor's responsibility to check for any changes to a solicitation prior to submitting a proposal.

#### **2.13 Electronic Posting of Agency Decision**

The Department electronically posts a Notice of Agency Decision on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Agency Decision remains posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the Agency Decision is delayed, in lieu of posting the Agency Decision, the Department may post a notice of delay and a revised date for posting the Agency Decision.

## **2.14 Protest of Agency Decision**

Anyone desiring to protest a decision, intended decision, or other action subject to protest regarding this solicitation, shall file a written notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within seventy-two hours after receipt of notice of the decision, intended decision, or other action, in accordance with subsection 110.123(3)(d)4, Florida Statutes. Please copy the Procurement Officer on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

## **2.15 Contract Formation**

The Department intends to enter into a Contract with each awarded Respondent; however, no Contract shall be formed between a Vendor and the Department until the Contract is executed. The Department shall not be liable for any work performed or costs incurred by Vendors for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis of Award of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Respondent, the additional documents shall not be considered for the Basis of Award.

The General Contract Conditions (PUR 1000, 10/06) are incorporated by reference and can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Contract Conditions contained in Contract Exhibit A of this RFP.

The final Contract will be composed of the following:

- 2.8.1 Contract document (see Attachment B Draft Contract)
- 2.8.2 Contract exhibits
- 2.8.3 Solicitation documents
- 2.8.4 Respondent's proposal to the Solicitation

*Please note: Any outstanding transaction fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any Contract.*

## **2.16 Proposal Contents**

The Respondent's proposal shall be organized and submitted using the MFMP Sourcing application as directed in section 4 of this solicitation. Respondents shall complete each  
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section entirely and properly submit their proposal in the MFMP Sourcing Application or the Respondent may be deemed non-responsive.

**2.18 Documentation**

Pursuant to Section 119.071 Florida Statutes, a sealed proposal to this solicitation is exempt from public records disclosure until the Department provides notice of its intended decision or 30 days after the opening of proposals, whichever comes earlier. Rejection of all proposals may result in up to 12 months of exemption from public records disclosure pursuant to section 119.071, Florida Statutes, for those proposals should the Department concurrently provide notice that it intends to reissue the competitive solicitation. Notwithstanding the prior statements in the section, portions of sealed proposals may remain confidential or exempt from disclosure if properly protected under other applicable law. See section 3.2.6.

**2.19 Replacement or Withdrawal of Proposal**

A Respondent is responsible for the content and accuracy of their proposal. A Respondent may replace or withdraw a sealed proposal at any time prior to the Proposal Opening listed in the Timeline of Events, section 2.7.

**2.20 Cost of Proposal Preparation & Independent Preparation**

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

**2.21 Commitment to Diversity in Government Contracting**

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

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

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### 3 Instructions

This section contains the instructions to Respondents and additional instructions relevant to the solicitation. The instructions come in two parts; general instructions and special instructions.

#### 3.1 General Instructions

General Instructions to Respondents (PUR 1001) are incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#). In the event any conflict exists between these special instructions below and the General Instructions, the special instructions shall prevail.

#### 3.2 Special Instructions

**3.2.1** Sections 9 and 14 of the PUR 1001 (General Instructions) are superseded and are replaced in their entirety as follows:

##### **Section 9. Respondent's Representation and Authorization**

In submitting a response, 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 ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The person signing the response has direct knowledge of the financial condition and operations of the Respondent.
- To the best of the knowledge of the person signing the response, the Respondent has financial resources sufficient to pay its immediate, short-term and long-term obligations and remain in business over the life of the Contract.
- To the best of the knowledge of the person signing the response, the Respondent's operations generate income which exceeds Respondent's operating expenses.
- 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 they 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) of the Florida Statutes), 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:
  - o 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
  - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The outcome of any and all resolved and pending civil, criminal, or administrative actions, or settlements, will not adversely affect the Respondent's ability to perform under the Contract.
- The Respondent has the capacity to provide the services as specified in the Contract document, including all exhibits, and the services 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 response, 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 response.
- The Respondent shall indemnify, defend, and hold harmless the Department and their 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 of the Florida Statutes.

#### **Section 14. Firm Response**

The Department intends to execute a Contract within sixty (60) days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, all proposals shall remain firm until either the Department awards the Contract or the Department receives from the Vendor written notice that the proposal is withdrawn. Proposal responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

#### **3.2.2 MFMP Registration**

To participate within MFMP Sourcing, a Respondent must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log in using your Florida Department of Management Services Information Technology Staff Augmentation Services – Re-bid RFP No. 5-80101507-SA-D

MFMP VIP username and password to ensure your contact information is correct and that you have registered with the commodity code of the MFMP Sourcing event, and also ensure that you have indicated on the 'Solicitations' page that you wish to participate in electronic solicitations in MFMP Sourcing.

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, select the commodity codes for the goods and services that your business would like to provide to the State. You will not receive notifications for commodity codes that you do not select.

Please note: VBS and MFMP Sourcing 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 doesn't 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 BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS, SEE SECTION 2.7 AND ATTACHMENT G, 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 Vendor Information Portal (VIP); and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

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

### **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\_C.pdf  
JohnDoeLLC\_Attachment\_D.pdf  
JohnDoeLLC\_StaffResManPlan.pdf  
JohnDoeLLC\_PastSACExperience.pdf  
JohnDoeLLC\_Attachment E Price Sheet.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.

Mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution is not permitted. The emphasis of each Respondent's proposal shall be on completeness and clarity of content, prepared simply and economically, providing 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.

### **3.2.3 Transaction Fees**

All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed transaction fees per section 287.057(22), Florida Statutes. The awarded Vendor(s) shall pay the transaction fees and agree to automatic deduction of the transaction fees, when automatic deduction becomes available. The awarded Vendor(s) shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the transaction fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### **3.2.4 Additional Information**

Failure to supply supporting or additional information or documentation as required and requested by the Department may result in the Respondent being deemed non-responsive.

### **3.2.5 No Alternate Proposal**

Each Respondent may only submit one proposal. The Department seeks each Respondent's single-best proposal for each the State of Florida, as outlined in the solicitation.

### **3.2.6 Redacted Submission**

The following subsection supplements section 19 of the PUR 1001. All materials submitted as part of this RFP will be a public record subject to the provisions of chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of proposals pursuant to subsection 119.071(1)(b), Florida Statutes. Selection or rejection of a proposal does not affect the public record status of the materials. If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent is to submit an unredacted copy and simultaneously provide the Department with a separate redacted copy of its proposal, identifying the applicable content as "Confidential", and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the Department's solicitation name, number, and the name of the Respondent on the cover, and is to be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. This submission must be made no later than the proposal submittal deadline. Any claim of trade secret exemption for any information contained in Respondent's Proposal will be waived upon submission of the Proposal to the Department, unless the claimed trade secret information is submitted in accordance with this section.

In the event of a request for public records, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. 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 give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

The Department is not obligated to agree with a Vendor's claim of exemption and, by submitting a Proposal, the Vendor agrees to defend its claim that each and every portion of the redaction is exempt from inspection and copying under Florida's Public Records Law. By submitting a proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its solicitation are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records. The Vendor exclusively bears the burden of complying with this subsection to ensure its exempt information is appropriately marked.

### **3.2.7 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. 5-80101507-SA-D Re-bid **Attachment E, Price Sheet, in an Excel file**. All prices must be in U.S. Dollars, whole (\$USD; e.g. \$99,999.00), and price ranges will not be accepted. A Respondent's proposed prices 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 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 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.

### **3.2.8 Florida Counties or Statewide**

Respondent is to complete the Counties section on the Respondent Information Form (Attachment C). Respondent is to indicate which Florida Counties in which they are willing to provide IT staff augmentation services. If the Respondent intends to supply IT staff augmentation services statewide throughout Florida, the Respondent is to enter "Statewide" in the Counties section of the Respondent Information Form (Attachment C).

### **3.2.9 Solicitation Forms**

Respondents who fail to fully complete and upload all of the requested forms from this solicitation may be deemed non-responsive. Any of the Respondent's forms found to be incomplete may be grounds for the Respondent to be deemed non-responsive.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 4 Respondent Submission

This section contains the substance of the requested proposal. Respondents do not need to respond to any other sections, or provide any other documentation than what is listed in this section. Respondents shall answer all mandatory questions and are to submit all documentation requested as part of this section, in accordance with the instructions presented for each subsection.

### 4.1 Responsiveness Requirements

Respondents must comply with all Mandatory Requirements set forth in this section in order for their Proposal to be evaluated for award. The Department will not further evaluate Proposals from Respondents that answered “No” to any of the Mandatory Requirements or that fail to upload the required documentation listed in the following sections. The Respondent’s IT Experience, Staffing Resource Management Plan, and IT Staff Augmentation Experience will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness by Respondents.

#### 4.1.1 Mandatory Requirement Questions

Respondents shall submit a Yes/No response to the following Mandatory Requirement Questions within MFMP Sourcing. A Respondent must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. A submission of a “yes” response certifies a Respondent’s conformance with the Mandatory Requirement Question.

**RESPONDENTS THAT ANSWER “NO” OR FAIL TO PROVIDE ANY RESPONSE TO ANY OF THE MANDATORY REQUIREMENT QUESTIONS WILL BE CONSIDERED NON-RESPONSIVE VENDORS AND THEIR PROPOSAL WILL NOT BE FURTHER EVALUATED.**

Mandatory Requirement Questions	
Question 1	Does the Respondent certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?
Question 2	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor, as defined in sections 7 and 8 of the <a href="#">PUR 1001</a> ?
Question 3	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List pursuant to section <a href="#">215.473</a> , Florida Statutes, is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section <a href="#">215.473</a> , Florida Statutes, is not on the Scrutinized Companies that Boycott Israel List pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel?
Question 4	Does Respondent certify that it is not on the Suspended Vendor list, pursuant to Rule 60A-1.006, F.A.C.? Click on this link to confirm: <a href="#">lists</a>

<b>Question 5</b>	Does Respondent 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 3.2.1?
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**4.1.2 Required Documentation**

Respondents must upload an electronic copy of the following required documentation in the MFMP Sourcing Application.

**Insert proposed prices in Attachment E, Price Sheet, and upload it into the MFMP Sourcing Application.**

**Do not change or alter Attachment E, Price Sheet, when inserting proposed prices.**

**Submit Attachment E, Price Sheet in Excel. Do not convert to PDF or scan Attachment E, Price Sheet.**

**Do not use a different price sheet or create your own price sheet.**

**Do not use a price sheet from a previous solicitation.**

**Price Sheets not provided in the Attachment E Excel file in accordance with this subsection may be deemed nonresponsive.**

**4.2 Contents of Proposal**

Respondents are to submit their proposal in the following format and organized with all information indicated in each part below.

Respondents are to complete each section entirely or the Respondent may be deemed non-responsive.

The following four parts are to be submitted through MFMP Sourcing:

**PART ONE:** Respondent’s Company Information.

**4.2.1 Company**

- a) Executive Summary (Written by Respondent)  
Submit a brief executive summary of the proposal.
- b) Respondent Information Form (Attachment C)  
Submit one completed Respondent Information Form, including content described in Section 3.2.8.
- c) Certification of Drug-Free Workplace (Attachment H)  
Submit one completed Certification of Drug-Free Workplace Form, if applicable.

**PART TWO:** IT Experience Certification and Staffing Resource Management Plan.

**4.2.2 Submit IT Experience Certification, as described in section 4.2.2.1 and a Staffing Resource Management Plan, as described in section 4.2.2.2.**

- a) 4.2.2.1 IT Experience Certification Form (Attachment D):  
Submit one completed IT Experience Certification Form, as described in 5.2.1.

- b) 4.2.2.2 Staffing Resource Management Plan (Written by Respondent):  
Submit a Staffing Resource Management Plan, as described in section 5.2.2.

**PART THREE:** IT Staff Augmentation Contract Experience.

**4.2.3 Submit IT Staff Augmentation Contract Experience, as described in sections 1.3.7 and 5.2.3.**

**PART FOUR:** Price Information.

**4.2.4 Price Sheet (Attachment E)**

Submit the provided Attachment E, Price Sheet, in an Excel File as indicated in section 3.2.7, Price Sheet Instructions, and 4.1.2.

**4.3 Uploading Documentation**

Respondents must upload an electronic copy of all requested documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Vendor's behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

**4.4 Submission Capacity Requirements**

Due to the large amount of responses anticipated, the Department has determined that the following are the capacity requirements of each Respondent's submission:

<b>Part</b>	<b>Title</b>	<b>Page Limit</b>
<b>ONE</b>	Executive Summary (Written by Respondent) {PDF File}	1
	Respondent Information Form (Attachment C) {PDF File}	1
	Certification of Drug-Free Workplace (Attachment H) {PDF File}	1
<b>TWO</b>	IT Experience Certification Form (Attachment D) {PDF File}	1
	Staffing Resource Management Plan (Written by Respondent) {PDF File}	15
<b>THREE</b>	IT Staff Augmentation Contract Experience (Written by Respondent) {PDF File}	15
<b>FOUR</b>	<b>Price Sheet (Attachment E) {Excel File}</b>	<b>6</b>

**THE DEPARTMENT RESERVES THE RIGHT TO REMOVE PAGES THAT EXCEED THE PAGE LIMITS EXPRESSED ABOVE.**

## 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.

### 5.1 Respondent Responsiveness

The Procurement Officer will examine the Respondent's answers to the Mandatory Requirement Questions, the Respondent's Price Sheet, and the Respondent's Documentation to determine if the Respondent is deemed Responsive, as defined in Section 287.012(27) F.S., and in accordance with Section 287.057(1)(b)4., F.S. Respondents that fail to provide all required information may be deemed non-responsive.

### 5.2 Respondent Proposal Evaluation

The following criteria will be used by the evaluation team members to independently review and evaluate the responsive Proposals:

Evaluation Criteria	Maximum Possible Score
IT Experience Certification (Attachment D)	100
Staffing Resource Management Plan	300
IT Staff Augmentation Contract Experience	200
Price (Attachment E)	400 per Job Title
<b>Total Score Possible Per Job Title</b>	<b>1000</b>

#### 5.2.1 IT Experience Certification - 100 Maximum Possible Points

Respondent will be scored based on the number of years the company has been in the IT business (this includes all areas of general IT experience). Complete the IT Experience Certification Form (Attachment D) and include it with its submission.

The assignment of the points for the IT Experience Certification Form (Attachment D) will be the responsibility of the Procurement Officer.

Score for the IT Experience Certification will be given as follows:

Evaluation Criteria	Score
Up to 3 years in business	25
3 to 6 years in business	50
6 to 9 years in business	75
9 plus years in business	100

#### 5.2.2 Staffing Resource Management Plan - 300 Maximum Possible Points

Respondent will be scored based on a Staffing Resource Management Plan included in Respondent's Proposal submission, which will become part of the prospective Contract.

The Respondent's Staffing Resource Management Plan should describe A and B as listed below:

- A. Respondent's Proposed Employment Procedures
  - Describe Respondent's plan to provide staff for IT Staff Augmentation Services.

- Describe Respondent's employment screening processes that contain the following elements:
  - o Respondent's employment standards (the minimum performance standards and that the Respondent requires of its employees and subcontractors.)
  - o How the Respondent validates staff's resume stated education.
  - o How the Respondent determines which staff fit the State's Job Title Description and/or Request for Quote criteria.
  - o How Respondent will implement required Resume Self-Certification Form (Contract Exhibit F).
  - o How the Respondent will conduct interviews and include interview criteria.
  - o How the Respondent will conduct reference checks on staff.
  - o How will Respondent have staff demonstrate their experience prior to submission to State as candidate for a Request for Quote.
- Describe Respondent's Operational Formula to ensure staffing availability for IT Staff Augmentation services.
- Describe Respondent's ability to remedy staff performance issues.
- Describe Respondent's ability to ensure its employees protect confidential information.
- Describe Respondent's procedures to timely accommodate a Customer's designation of a job as one of special trust that requires a background screening.

**B. Respondent's Principal Personnel**

It is preferred that the Respondent's Principal Personnel have IT experience.

- List Respondent's Principal Personnel who will make management decisions concerning staff placement for services under the contract(s) that results from this solicitation and include the following:
  - o Each Principal Personnel's name, education, credentials and certifications, job title, years of IT experience, and number of years employed with the Respondent.
  - o Describe the role each Principal Personnel will have in a contract(s) that may result from this solicitation
  - o Describe each Principal Personnel's staffing resource management role in past IT Staff Augmentation contracts.
  - o Detail any unique expertise and capabilities each Principal Personnel possess that could bring additional value to the State.

Staffing Resource Management Plan will be evaluated using the following scoring methodology:

Evaluation Criteria	Score
Respondent's staffing resource management plan <u>demonstrates exceptional</u> ability to provide qualified staff.	300
Respondent's staffing resource management plan <u>demonstrates intermediate</u> ability to provide qualified staff.	200
Respondent's staffing resource management plan <u>demonstrates minimal</u> ability to provide qualified staff.	100
Respondent's staffing resource management plan <u>fails to demonstrate</u> ability to provide qualified staff.	0

**5.2.3 Company’s IT Staff Augmentation Contract Experience - 200 Maximum Possible Points**

Respondent will be scored based on its experience in IT Staff Augmentation contracting included in Respondent’s Proposal submission. Respondent’s IT Staff Augmentation Contract Experience is to be written by Respondent and limited to a total of 15 pages of information that the Respondent determines is the best representation of its experience in providing IT Staff Augmentation and should include the following information:

- Total number of IT Staff Augmentation contracts/purchase orders.
- Total combined dollar amount of IT Staff Augmentation contracts/purchase orders.
- Information on the entities that received the IT Staff Augmentation services that includes:
  - Entity name or description
  - Entity address
  - Contract number/purchase order number assigned by the Entity
  - Original Term of the Contract/purchase order
  - Contract/purchase order Start Date
  - Duration of each contract/purchase order (Time it actually took to complete the work)
  - Total dollar amount received
  - The number of staff assigned
  - Type of tasks performed by assigned staff
  - Stipulate if you were the primary contractor or hired as a subcontractor by the prime and list name of prime

Staff Augmentation Contract Experience is not limited to experience provided under the current DMS State Term Contract for IT Staff Augmentation Services. Staff Augmentation Contract Experience will be evaluated using the following scoring methodology:

Evaluation Criteria	Score
Respondent <u>demonstrates extensive</u> company IT Staff Augmentation contract experience.	200
Respondent <u>demonstrates intermediate</u> company IT Staff Augmentation contract experience.	150
Respondent <u>demonstrates minimal</u> company IT Staff Augmentation contract experience.	100
Respondent <u>fails to demonstrate</u> IT Staff Augmentation contract experience.	0

**5.2.4 Price - 400 Maximum Possible Points per Job Title**

The Respondent with the lowest price per Job Title (total of all Scope Variant prices added together) shall receive 400 points. Other Respondents shall receive points for price per Job Title (total of all Scope Variant prices added together) based upon the following formula:

$$\frac{(X)}{(N)} \times 400 = Z$$

Where:

Florida Department of Management Services  
 Information Technology Staff Augmentation Services – Re-bid  
 RFP No. 5-80101507-SA-D

X = lowest price of all proposals submitted per Job Title  
N = Respondent's submitted total price per Job Title  
Z = points awarded

The assignment of the points based on the above formula will be calculated by the Procurement Officer.

### **5.3 Basis of Award**

The Department intends to make multiple awards from this solicitation and anticipates awarding 200 contracts, per Job Title, to the responsible and responsive Respondent(s) with the highest total scores. The maximum possible score is 1000. For those Job Titles with fewer than 200 responsible and responsive Respondents, the Department reserves the right to award to fewer than 200 contracts per Job Title to the responsible and responsive Respondents with the highest total scores. For those Job Titles where, in determining the 200<sup>th</sup> awarded vendor, there are multiple responsible and responsive Respondents with the same numeric score, the Department reserves the right to award more than 200 contracts per Job Title to those responsive and responsible Respondents who are tied for the 200<sup>th</sup> contract award. Awards will be made per Job Title. A Respondent may propose services in more than one job title and may receive awards for multiple proposed Job Titles in accordance with the terms of the RFP. A single contract document will be executed for each awarded Respondent, regardless of the number of Job Titles awarded.

The Department reserves the right to accept or reject any and all Proposals or separable portions and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. However, the Department reserves the right to make no award as determined to be in the best interest of the State.

### **5.4 Disqualification**

Proposals that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information or materials may be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. Respondents whose Proposal, past performance or current status do not reflect the capacity in all respects to fully perform the contract requirements, and the integrity and reliability to perform in good faith may be deemed non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

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**RFP No. 5-80101507-SA-D**  
**ATTACHMENT A**  
**STATEMENT OF WORK**

**Section 1. Contract Deliverables**

The awarded Contractor(s) shall provide information technology staff augmentation services, including comprehensive management of staff, as set forth in this solicitation. The term “staff” refers to the temporary staff provided by the Contractor to render information technology services identified by Customers, but that staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment.

Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks. Contractor shall only provide information technology staff augmentation services for those job titles awarded to the Contractor and shall be paid on an hourly basis.

The Department’s intent is for Contractor’s information technology staff to provide services closely related to those described in the [Job Family Descriptions document](#). Detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff shall be provided by the Customer in a Request for Quote. The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified information technology staff to perform the services requested by the Customer. The Contractor shall provide Customers with staff who must have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under the Contract shall meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor’s staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

The Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of staff. The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor’s information technology staff. The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

**Section 2. Ongoing Performance Measures**

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit H), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

**RFP No. 5-80101507-SA-D  
Attachment B**

**Draft Contract Document**



**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-18-1**

**Between Florida Department of Management Services and \_\_\_\_\_**

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and \_\_\_\_\_ (Contractor) with offices at \_\_\_\_\_.

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 5-80101507-SA-D for information technology staff augmentation services. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

**1. Contract Term**

The Contract Term of this Contract for information technology staff augmentation services will be for two (2) years with no renewals. Section 2.2 of Contract Exhibit A, Special Contract Conditions, is superseded in its entirety by this section of the Contract. The Contract Term will begin on March 1, 2019, or the date of the last signature on this Contract, whichever occurs later.

**2. Contract**

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

This Contract, together with the following attached exhibits and Re-bid RFP 5-80101507-SA-D, both incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits attached to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

- a) Contract Exhibit A: Special Contract Conditions
- b) Contract Exhibit B: Additional Special Contract Conditions
- c) Contract Exhibit C: Contractor's submitted Staffing Resource Management Plan
- d) Contract Exhibit D: Contractor's submitted Price Sheet from Re-Bid RFP 5-80101507-SA-D

- e) Contract Exhibit E: Statement of Work
- f) Contract Exhibit F: Resume Self-Certification Form
- g) Contract Exhibit G: Contractor Selection Justification Form
- h) Contract Exhibit H: Contractor Performance Survey
- i) Contract Exhibit I: Quarterly Sales Report

If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

- a) The Contract
- b) Statement of Work, Contract Exhibit E
- c) Additional Special Contract Conditions, Contract Exhibit B
- d) Special Contract Conditions, Contract Exhibit A
- e) Re-bid RFP 5-80101507-SA-D
- f) Contractor’s submitted proposal to Re-bid RFP 5-80101507-SA-D

**3. Purchase Order Requirements**

Information technology staff augmentation services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks.

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a Purchase Order with the Customer selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

**4. Amendments**

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

**State of Florida,  
Department of Management Services**

**Contractor**

\_\_\_\_\_  
By: [insert name]

\_\_\_\_\_  
By: [insert name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Florida Department of Management Services  
Information Technology Staff Augmentation Services – Re-bid  
RFP No. 5-80101507-SA-D

Information Technology Staff Augmentation Services

Contract No. 80101507-SA-18-1

CONTRACT EXHIBIT A

**SPECIAL CONTRACT CONDITIONS**

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**In accordance with Rule 60A-1.002(5), 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 suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

#### **2.3.2 Termination for Convenience.**

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

#### **2.3.3 Termination for Cause.**

If the 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 and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) 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 detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

### **3.5 Travel.**

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

### **3.6 Annual Appropriation.**

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

### **3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), 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

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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 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 any and all prior agreements between the Parties.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise 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 provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe  
Address  
Telephone #  
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

### 4.4 Contractor's Contract Manager.

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

Jane Doe  
<Insert Contractor name>  
<Insert Contractor's physical address>

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Telephone: (XXX) 555-XXXX  
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department 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 <http://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 <http://www.pride-enterprises.org>.

## **SECTION 5. COMPLIANCE WITH LAWS.**

### **5.1 Conduct of Business.**

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

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

### **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 any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

### **5.3 Department of State Registration.**

Consistent with Chapters 605 through 623, 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 the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

### **5.5 Contractor Certification.**

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.

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#### 5.6 Cooperation with Inspector General and Records Retention.

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

#### 5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the Contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

### **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 Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto: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 Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its

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employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

#### 6.4 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. 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 each and 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.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require

the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

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

### **7.1 Workers' Compensation Insurance.**

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

### **7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named 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.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

### **7.3 Indemnification.**

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, 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 Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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

### **8.1 Public Records.**

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

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 Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 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.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

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 contract-related 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. 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.

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

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

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

## **SECTION 9. DATA SECURITY AND SERVICES.**

### 9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA

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requirements and any other state and federal rules and regulations regarding security of information.

### 9.2 Warranty of Security.

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

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

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

### 9.3 Remedial Measures.

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

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#### 9.4 Indemnification (Breach of Warranty of Security).

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

#### 9.5 Annual Certification.

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

### **SECTION 10. GRATUITIES, 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 or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

#### 10.2 Lobbying.

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

#### 10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

### **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.

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

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time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department 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 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.

### 11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the 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.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, 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 creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (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 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 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.

### **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, 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 may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (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 person during the term of the Contract.

### **13.2 E-Verify.**

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees

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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 services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the

Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. INFORMATION TECHNOLOGY.**

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

##### **14.1 Limitation of Liability.**

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, 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.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department 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 to the 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 to the Contractor under any contract with the State.

##### **14.2 Information Technology Standards.**

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-18-1**

**CONTRACT Exhibit B**

**ADDITIONAL SPECIAL CONTRACT CONDITIONS**

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## **1. Electronic Invoicing (eInvoicing)**

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor may establish electronic invoicing within ninety (90) days of written request to the Department. Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractor will work with the MFMP management team to obtain specific requirements for the eInvoicing.

### **1.1 Commerce eXtensible Markup Language (cXML)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

### **1.2 Electronic Data Interchange (EDI)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

### **1.3 Purchase Order Flip via Ariba Network (AN)**

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the purchase order into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

## **2. Purchasing Card (P-card) Program**

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

## **3. Subcontracts**

Section 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](mailto:osdinfo@dms.myflorida.com) for information on certified business enterprises available for subcontracting opportunities.

#### **4. Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

#### **5. Ethical Business Practices**

The Contractor shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

#### **6. Delays and Complaints**

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the Complaint to Vendor process (PUR 7017 form) contemplated for this Contract, may result in default proceedings and cancellation.

#### **7. Insurance, Loss Deductible**

The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

#### **8. Insurance, Subcontractor's Public Liability and Property Damage**

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in this Contract, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in this Contract.

## **9. Performance and Payment Bonds**

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this Contract, the Customer issuing the purchase order may request a performance and payment bond, as deemed necessary by the size of the job. Inability to provide a bond may result in the Contractor being found in default of the purchase order.

## **10. Contract Revisions**

Notwithstanding Contract Exhibit A, Special Contract Conditions section 6.9, the following types of revisions can be made to the Contract without a formal Contract amendment, upon written notice:

Revisions by the Contractor:

- 1) Contractor's Information and Contacts
- 2) Contractor's Contract Manager

Revisions by the Department:

- 1) Department's Contract Manager
- 2) Department's Quarterly Sales Report (Contract Exhibit I)

Contract Exhibit A, Special Contract Conditions section 6.9, applies to all other modifications to the Contract.

## **11. Contractor Employee Conduct**

The Contractor's employees shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of the Customer.

The Contractor shall ensure that the Contractor's employees wear attire suitable for the position, either a standard uniform or business casual dress.

The Contractor's employees shall be subject to searches of their person or searches of equipment and/or products at any time.

## **12. Contractor Security Clearance**

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

## **13. Request for Quotes**

**13.1** Customers needing information technology staff augmentation services will create a Request for Quote (RFQ) eQuote event in MyFloridaMarketPlace Sourcing, each time they desire to solicit information technology staff augmentation services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.



**13.2** The Customer shall select at least three (3) awarded Contractors for the RFQ event. MyFloridaMarketPlace Sourcing will automatically add an additional five (5) randomly selected awarded Contractors to the RFQ event. All eight (8) awarded Contractors sent the RFQ will receive an alert of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab.

**13.3** 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 this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

**13.4** All Customers who utilize MyFloridaMarketPlace system must use the Sourcing application for creating RFQ's on this contract. Customers who do not utilize MyFloridaMarketPlace will create a RFQ document each time they desire to solicit information technology staff augmentation services and shall send the RFQ document electronically via email to at least (8) awarded Contractors.

#### **14. Resume Self-Certification Form**

When submitting a response to an RFQ the Contractor shall submit with its response a completed and signed Resume Self-Certification Form (Contract Exhibit F) to the Customer for each candidate included in the RFQ response.

#### **15. Quarterly Contractor Performance Reporting**

Customers shall complete a Contractor Performance Survey (Exhibit H) for each Contractor on a Quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department Contract Manager no later than the due date indicated in Contract Exhibit B, Section 17, Additional Special Contract Conditions.

The completed Contractor Performance Survey(s) will be used by the Department as a performance-reporting tool to measure the performance of Contractors. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MyFloridaMarketPlace or on the Department's website).

#### **16. Quarterly Sales Reports**

The Contractor agrees to submit a completed Contract Quarterly Sales Report, Contract Exhibit I, to the DMS Contract Manager as set forth below. An MS Excel version of the Contract Quarterly Sales Report will be provided by the Contract Manager prior to the first reporting period and upon any revisions to the form.

The Contractor will submit the completed Sales Report forms by email in an MS Excel Format to the Department Contract Manager no later than the due date indicated in Contract Exhibit B, Section 17, Additional Special Contract Conditions. Submission of these reports is considered a material requirement of this Contract and the Contractor.

The Contract Quarterly Sales Report will include all sales (orders) from Customers received (associated with this Contract) during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the reporting period, the Contractor must submit a Contract Quarterly Sales Report indicating that there was no activity.

Failure to provide quarterly sales reports, including those indicating no sales, within ten (10) calendar days following the end of each quarter is considered as Non-Performance by the Contractor.

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

#### **17. Quarterly Reporting Timeframes**

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

#### **18. Purchase Order Duration**

Purchase orders issued pursuant to this state term contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the Contract's terms and conditions. Purchase orders received by the Contractor after close of business on the last day of the state term contract's term shall be considered void.

Purchase orders for a one-time performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term contract by more than twelve months. However, if an extended pricing plan offered in the state term contract is selected by the ordering entity, the Contract terms on pricing plans shall govern the maximum duration of purchase orders reflecting such pricing plans.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term contract if the underlying contract expires prior to the effective date of the renewal.

**Information Technology Staff Augmentation Services  
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**Contract Exhibit C  
Staffing Resource Management Plan**

< Awarded Contractor's Staffing Resource Management Plan will be inserted here >

**Information Technology Staff Augmentation Services  
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**Contract Exhibit D  
Price Sheet**

<Awarded Contractor's submitted price sheet will be inserted here>

**Information Technology Staff Augmentation Services  
Contract No. 80101507-SA-18-1  
Contract Exhibit E**

**STATEMENT OF WORK**

<RFP Attachment A Statement of Work will be inserted here>

**Information Technology Staff Augmentation Services  
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**Contract Exhibit F  
Resume Self-Certification Form**

Contractor candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's RFQ's, see Section 14 of the Contract Exhibit B, Additional Special Contract Conditions.

"I the undersigned do hereby certify, under the penalty of perjury, that information in my resume submitted for consideration of the State of Florida contract position is true, correct, complete, and made in good faith to the best of my knowledge and belief. If an omission, falsification, misstatement, or misrepresentation has been made regarding my education, work ability, experience, employment history, and/or fitness for employment as a contractor, I may be disqualified as a contractor, and the matter will be reported to appropriate agency or law enforcement personnel. I understand that there are civil and/or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under sections 287.133 or 817.566, Florida Statutes. I further understand that if I am not a United States citizen, violation cases may be reported to the US Department of Homeland Security for potential deportation."

"In addition, I the undersigned do hereby consent to the release of my information by employers, educational institutions, law enforcement agencies, and other individuals and organizations to investigators and other authorized agents of Florida for verification and investigation purposes. I understand that any documents submitted to procure a contract(s) with the State of Florida, including resumes, are public records."

\_\_\_\_\_  
Print Full Legal Name of Candidate

\_\_\_\_\_  
Candidate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate's Form of Identification Presented

\_\_\_\_\_  
Identification number

\_\_\_\_\_  
Contractor's Witness Signature One      Date

\_\_\_\_\_  
Contractor's Witness Signature Two      Date

\_\_\_\_\_  
Print Name Contractor's Witness One

\_\_\_\_\_  
Print Name Contractor's Witness Two

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**Contract Exhibit G  
Contractor Selection Justification Form**

Customers shall complete this Contractor Selection Justification Form for each candidate and attached all completed forms to the purchase order.

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Contact Information: Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Candidate's Name: \_\_\_\_\_

Date Candidate will be available: \_\_\_\_\_

Hourly rate of candidate: \$ \_\_\_\_\_

Position candidate recommended for: \_\_\_\_\_

Justification for selection of candidate:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency: \_\_\_\_\_ Division/Section/Unit: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Information Technology Staff Augmentation Services  
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**Contract Exhibit H  
Contractor Performance Survey**

**Note: This is an example of the questions contained in the Contractor Performance Survey. The actual survey will be provided in electronic form.** Customers shall complete this Contractor Performance Survey for each Contractor on a Quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department Contract Manager no later than the due date indicated in Contract Exhibit B Section 17, Additional Special Contract Conditions.

Contractor's Name: \_\_\_\_\_ Quarter: \_\_\_\_\_

Purchase Order (PO) Number: \_\_\_\_\_ PO Total \$ Amount: \_\_\_\_\_

PO Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_

Please review the attached Rating Definitions and provide your opinion by rating the following:

**Quality of Service**

- |                                   |                            |                            |                            |
|-----------------------------------|----------------------------|----------------------------|----------------------------|
| 1. Effectiveness performing tasks | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 2. Quality & completeness of work | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Cost Control**

- |   |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|
| 3. Accurately estimated and controlled costs to complete work | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 4. Submitted, timely, accurate & complete invoices            | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Timeliness of Performance**

- |   |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|
| 5. Adherence to delivery schedule (major tasks, milestones)       | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 6. Timely, current & complete reporting, tracking & documentation | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Business Relations**

- |  |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|
| 7. Effectively communicated with Agency management & staff   | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
| 8. Contractor staff was professional, cooperative & flexible | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |

**Customer Satisfaction**

- |   |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|
| 9. Overall Satisfaction with Contractor | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> |
|---|----------------------------|----------------------------|----------------------------|

Comments:

---

---

Agency: \_\_\_\_\_ Division/Section/Unit: \_\_\_\_\_

Rater's Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Rater's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_



**Information Technology Staff Augmentation Services  
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**Exhibit H**

**Contractor Performance Survey  
Rating Definitions**

**Excellent (3)**

- There are no quality problems.
- There are no cost issues.
- There are no delays.
- Responses to inquiries, technical, service, and administrative issues are effective and responsive.

**Acceptable (2)**

- Non-conformances do not impact achievement of contract requirements.
- Cost issues do not impact achievement of contract requirements.
- Delays do not impact achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

**Poor (1)**

- Non-conformances are compromising the achievement of contract requirements.
- Cost issues are compromising performance of contract requirements.
- Delays are compromising the achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is not effective and responsive.

---

**Scoring:** Ratings will be averaged together and then rounded to achieve the Overall Contractor Performance Rating.

**Information Technology Staff Augmentation Services  
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**Contract Exhibit I**

**Quarterly Sales Report**

Please note: Exhibit I - Quarterly Sales Report is a separate Excel Spreadsheet. An example is available in the MFMP Sourcing Application

**RFP No. 5-80101507-SA-D**  
**ATTACHMENT C**  
**RESPONDENT INFORMATION FORM**

VENDOR NAME: \_\_\_\_\_

VENDOR FEIN: \_\_\_\_\_

VENDOR HEADQUARTERS ADDRESS: \_\_\_\_\_

PRIMARY PLACE OF BUSINESS/LOCATION: \_\_\_\_\_

Counties in which the Respondent is willing to provide these services (if statewide please indicate such):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Primary Solicitation Contact Person:**

Please identify the person who will be the primary contact in relation to this Solicitation:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**Alternate Solicitation Contact Person:**

Please identify the person who will be the secondary contact in relation to this Solicitation:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**Contract Manager:**

Please identify the person who will be responsible for managing the Contract on your behalf if award is made:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**ATTACHMENT D**  
**IT EXPERIENCE CERTIFICATION FORM**

The undersigned, having read all the specifications contained herein certifies the following:

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
*(Authorized Representative's Name)* *(Title)*

\_\_\_\_\_ hereinafter "*Respondent*", and am legally  
*(Respondent's Name)*

authorized to represent and bind the Respondent and have personal knowledge of the information provided below. I hereby certify that the following information is true and correct to the best of my knowledge:

How many years the company has been in the IT business? (Check one)

- Up to 3 years in business
- 3 to 6 years in business
- 6 to 9 years in business
- 9 plus years in business

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME

**RFP No. 5-80101507-SA-D**  
**ATTACHMENT E**  
**PRICE SHEET**

Please note: Attachment E -Price Sheet is a separate Excel Spreadsheet which is available in the **MFMP Sourcing Application**

**RFP No. 5-80101507-SA-D**  
**ATTACHMENT F**  
**RESPONDENT RESPONSE CHECKLIST**

The following checklist is provided to help Vendors to verify that all the elements of the Vendor's proposal have been completed and been provided as instructed.

<b>Part</b>	<b>Proposal Response Item</b>	<b>Completed and Provided as Instructed?</b>	<b>Reference to Proposal Response Section</b>
<b>One</b>	Executive summary of the proposal (Written by Respondent)	YES <input type="checkbox"/>	4.2.1.a; 4.4
	Respondent Information Form (Attachment C)	YES <input type="checkbox"/>	3.2.8; 4.2.1.b; 4.4
	Certification of Drug-Free Workplace (Attachment H)	YES <input type="checkbox"/>	4.2.1; 4.4
<b>Two</b>	IT Experience Certification (Attachment D)	YES <input type="checkbox"/>	4.2.2.a; 4.4; 5.2.1
	Staffing Resource Management Plan (Written by Respondent)	YES <input type="checkbox"/>	4.2.2.b; 4.4; 5.2.2
<b>Three</b>	IT Staff Augmentation Contract Experience (Written by Respondent)	YES <input type="checkbox"/>	1.3.6, 4.2.3; 4.4; 5.2.3
<b>Four</b>	Price Sheet (Attachment E)	YES <input type="checkbox"/>	3.2.7; 4.1.2; 4.2.4; 4.4; 5.2.4

**RFP No. 5-80101507-SA-D**  
**ATTACHMENT G**  
**TIMELINE OF EVENTS**

The dates and times within this Timeline of Events may be subject to change. All changes to the Timeline of Events will be through an addendum to the solicitation posted to the Vendor Bid System and added to the solicitation in MFMP Sourcing. It is the responsibility of the Respondent to check for any changes in both locations.

Event	Time	Date
Solicitations Notification posted in the VBS Solicitation Opens in MFMP Sourcing in Preview Mode		October 16, 2018
Written Question Submission Deadline (must be submitted in MFMP Sourcing)	4:00 pm EST	October 23, 2018
Anticipated Date of Q&A Addendum posted on the Vendor Bid System		October 30, 2018
Solicitation opens in MFMP Sourcing in Open Status and Respondents May Begin Submitting Proposals in MFMP Sourcing	12:00 pm EST	November 5, 2018
Last day to register in MFMP with commodity code 80101507	5:00 pm EST	November 12, 2018
Last day to join the Event		November 13, 2018
Proposals Due in MFMP Sourcing	1:00 pm EST	November 13, 2018
Public Meeting: Proposal Opening <b>Non-Mandatory</b> for Respondents Rm 360K, Dept. of Management Services 4050 Esplanade Way, Tallahassee, FL 32399	1:01 pm EST	November 13, 2018
Proposal Evaluation Period		November 26, 2018 to January 18, 2019
Anticipated date to post Notice of Intent to Award on the Vendor Bid System		February 5, 2019
Anticipated Contract Start Date		March 1, 2019

**More info on MFMP**

If you are not already registered, or need to update your registration, you can do so through the MFMP Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com/>.

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

**Attachment H  
State of Florida  
Certification of Drug-Free Workplace**

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, please sign below and return this form to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the Response a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the Response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT'S NAME:

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By:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Print Name and Title