

**DEPARTMENT OF MANAGEMENT SERVICES**  
**INVITATION TO NEGOTIATE**  
**CONTRACT FOR**  
**MYFLORIDAMARKETPLACE SERVICE PROVIDER**

**ITN NO.: DMS-11/12-030**

**RELEASE DATE: MAY 9, 2012**

**Refer ALL Inquiries to  
Procurement Officer:**  
Lysle W. Robinson, FCCM, FCCN  
Division of Administration  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 380.9X  
Tallahassee, FL 32399-0950  
Telephone: (850) 410.1423  
Fax: (850) 414.8331  
[lysle.robinson@dms.myflorida.com](mailto:lysle.robinson@dms.myflorida.com)

**TABLE OF CONTENTS:**

<b>SECTION 1 – INTRODUCTORY MATERIALS</b>	<b>4</b>
1.1 Definitions	4
1.2 Procurement Introduction	6
1.3 Term and Contract Start Date	8
1.4 Specific Goals of the ITN	8
1.5 Questions Being Explored	9
1.6 Procurement Overview	10
1.7 Timeline	10
1.8 Pass/Fail Requirements and Certification	11
<b>SECTION 2 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS</b>	<b>12</b>
<b>SECTION 3 – SPECIAL INSTRUCTIONS TO RESPONDENTS</b>	<b>13</b>
3.1 Order of Precedence	13
3.2 Amendments to the Solicitation Documents	13
3.3 Questions	13
3.4 Alternate Provisions and Conditions	13
3.5 Special Accommodation	13
3.6 Confidential, Proprietary, Copyrighted, or Trade Secret Material	13
3.7 Certification of Drug-Free Workplace Program	14
3.8 Diversity	14
3.9 Inapplicable Provisions of PUR 1001 General Instructions for Respondents	14
3.10 Reply Submittal	15
3.11 Contents of Reply Submittals	15
3.12 Reply Evaluation Criteria	20
3.13 Reply Evaluation and Negotiation Process	23
3.14 Disclosure of Reply Contents	27
3.15 Firm Response	27
3.16 Withdrawal of Response	27
3.17 Sole Point of Contact	27
3.18 Legal Requirements	27
3.19 Cost of Preparation	28
<b>SECTION 4 – TECHNICAL REQUIREMENTS</b>	<b>29</b>
4.1 Introduction	29
4.2 Resource Library	29
4.3 Overview of the Current Program	30
4.4 Scope of Work – Service Areas	31
<b>SECTION 5 – GENERAL CONTRACT CONDITIONS (PUR 1000)</b>	<b>84</b>
<b>SECTION 6 - SPECIAL CONTRACT CONDITIONS</b>	<b>85</b>
6.1 Term and Renewal	85
6.2 Background Check	85
6.3 Subcontracting	85
6.4 Default	86
6.5 Contract Expiration (Responsibilities of Service Provider)	86
6.6 Compliance with Laws	86
6.7 Geographic Location of Data and Services	87
6.8 Inapplicable Provisions of PUR 1000 General Conditions	87
6.9 Intellectual Property	87
6.10 Performance Bond / Irrevocable Letter of Credit	88
6.11 Warranty	88

6.12	Security Acknowledgement .....	88
6.13	Contract Management .....	89
6.14	Transaction Fee .....	89
6.15	Insurance Requirements .....	89
6.16	Liquidated Damages .....	91
6.17	E-Verify .....	91
6.18	Scrutinized Companies List .....	91
<b>SECTION 7 ATTACHMENTS AND OTHER FORMS.....</b>		<b>92</b>
	ATTACHMENT 1 - PROCUREMENT BALANCE SCORECARD .....	93
	ATTACHMENT 2 - MFMP TARGETS AND IMPROVEMENTS .....	94
	ATTACHMENT 3 - MFMP HARDWARE LIST.....	96
	FORM 1 - BUSINESS/CORPORATE REFERENCE .....	98
	FORM 2 - PASS / FAIL CERTIFICATION .....	101
	FORM 3 - RESPONDENT'S CONTACT INFORMATION .....	102
	FORM 4 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM .....	103
	FORM 5 - NOTICE OF CONFLICT OF INTEREST .....	104
	FORM 6 - NON-COLLUSION CERTIFICATION.....	105
	FORM 7 - CERTIFICATION OF NO INVOLVEMENT.....	106
	FORM 8 - SUBCONTRACTING.....	107
	FORM 9 - COST PROPOSAL SPREADSHEET.....	108

## SECTION 1 – INTRODUCTORY MATERIALS

### 1.1 Definitions

**A. Business Day**

Week days except state paid holidays.

**B. Business Hours**

8 a.m. to 6 p.m. on business days. (The 6 p.m. is because part of the State is in Central Time Zone.)

**C. Contract**

The agreement that results from this competitive procurement, if any, between the Department and the service provider.

**D. Critical priority system fixes or modifications**

A critical or emergency priority modification is considered to be necessary for the reasonable system viability of the Ariba Suite or VIP, and if not implemented would prohibit the completion of a vital business function.

**E. Current Service Provider**

The vendor providing services to the Department under the current eProcurement contract.

**F. Customer**

Any entity that uses MyFloridaMarketPlace including state agencies, vendors, and OEUs.

**G. Department**

The Department of Management Services. Also referred to herein as “DMS.”

**H. Division**

The Department of Management Services’ Division of State Purchasing.

**I. F.S.**

Florida Statutes.

**J. High priority system fixes or modifications**

A high priority modification is important to the success of the MFMP program to correct an issue that prevents the use of a vital business function within the Ariba Suite or VIP for multiple system users, but a temporary work around is available that is reasonable and mutually agreed upon by state and the service provider and will permit the continued operation of the MFMP program.

**K. Invitation to Negotiate**

This competitive solicitation. Also referred to herein as “ITN” or “solicitation.”

**L. Low priority system fixes or modifications**

Reduction in the operability of a non-critical application function or problem affecting only a single transaction or individual.

**M. Medium priority system fixes or modifications**

A medium priority modification has the potential to impact Ariba Suite or VIP application for multiple users and reduce the operability of a widely used business function.

**N. MyFloridaMarketPlace (MFMP)**

MFMP is the State of Florida's electronic procurement system which provides a web-based medium for state purchasers and vendors to exchange products and services. MFMP allows vendors to register to receive notifications of competitive solicitations; awarded vendors to list catalogues of products; and buyers to search and purchase products, place orders, approve purchases, reconcile invoices and approve payment all within one system. Users of MFMP can create solicitations in the Sourcing application, and the Analysis application allows for spend analysis and reporting.

**O. Operational data updates**

State Agency-requested data changes that are determined to be maintenance related.

**P. Other Eligible Users (OEU)**

As used in this ITN, Other Eligible Users are entities such as Florida counties, municipalities, and other local governments or divisions of the state of Florida who are eligible to purchase items off of State Term Contracts. OEUs are defined in Rule 60A-1.005 of the Florida Administrative Code.

**Q. Procurement Officer**

Means the Department of Management Services' purchasing point of contact for this solicitation. The Procurement Officer is identified on the cover of this ITN.

**R. Respondent**

A vendor who submits a reply to this ITN.

**S. Scheduled Availability**

The Ariba Suite, VIP, and all interfaces will be available 24 hours per day, 7 days per week, 365 days per year, less Scheduled Downtime.

**T. Scheduled Downtime**

Weekdays and Saturday – a 6 hour window between 12 midnight and 6am.

Sunday – a 12 hour window between 12 midnight and 12 noon.

Other – Planned and communicated downtime with State approval, or downtime imposed by other entities (such as network unavailability outside the Service Provider's control).

**U. Services**

The services sought through this Invitation to Negotiate.

**V. Service Provider**

The vendor selected by the Department through this competitive solicitation with whom the Department will enter into a contract.

**W. Severity 1 System Outage**

An outage that results in the unavailability of Ariba Buyer and Ariba Sourcing to greater than 50% of the Customers, or the unavailability of the Ariba Buyer interface with the FLAIR system, during scheduled availability time.

**X. Severity 2 System Outage**

An outage that results in the unavailability of Ariba, Analysis, or VIP to greater than 50% of the Customers user base during scheduled availability.

**Y. Spend Analytics**

Any information related to sourcing, contracts, catalogs, purchasing of goods and services, and vendor payments for goods and services as it relates to state government or as it relates to the MFMP program. This includes information extracted from FLAIR, other agencies systems, or external vendors.

**Z. System Utilization**

Any information related to the use, or lack of use, of the Ariba and VIP applications.

**AA. State**

The State of Florida.

**BB. State Agencies**

All entities under all branches of State government (executive, legislative and judicial), and any commissions, boards or other groups eligible to use MFMP.

**CC. State Term Contract**

Means a contract procured by the Department pursuant to sections 287.056 and 287.057, F.S.

**DD. VBS**

The Vendor Bid System.

**EE. Vendor**

Supplier(s) doing business with the state of Florida. Also referred to herein as supplier(s).

Note: Please see the PUR 1001 and 1000, Sections 1, for other definitions relevant to this ITN.

**1.2 Procurement Introduction**

The Department provides a variety of centralized services to Florida's state agencies, enabling them to focus on their primary missions. These services include state group insurance benefits to state employees; facility management services for state buildings; private prison services to incarcerate prisoners; and retirement program services for state employee retirees. The services provided by the Department also include establishing state term contracts and purchasing agreements for agencies and other eligible users to use, and providing centralized web-based electronic procurement (eProcurement) services through the Department's Division of State Purchasing. The centralized eProcurement services are currently provided by the Division through the State's online eProcurement system called MyFloridaMarketPlace (MFMP).

The services and functions that are part of the MFMP operational model include the following:

- Maintenance and support for the eProcurement application suite.
- Integration with the Florida Accounting Information Resource (FLAIR) accounting system.
- Maintenance and support of the Vendor Information Portal (VIP) system (an in-house developed system that interfaces with MFMP) and a billing and collection system.
- A help desk for all MFMP users.
- Direct, daily support for Customers.
- Reports management and distribution.
- Sourcing events support.
- Catalog implementation and management.
- Billing and collections process for vendor fee payment.

MFMP implementation began approximately ten years ago. In part, the original contract required that the service provider:

- Implement the new Ariba suite.

- Migrate all agencies from a legacy, mainframe based system to MFMP.
- Implement all necessary agency business processes and work flows associated with the project.
- Develop and integrate state-defined customizations.
- Establish real-time integration with FLAIR through close collaboration with the Florida Department of Financial Services (“DFS”).
- Develop a vendor registration system and a billing and collections system.
- Import external information into Analysis for establishing analytics.

### 1.2.1 **State Purchasing Goals**

MyFloridaMarketPlace is fully-operational purchasing system with results that include significantly increased automation, much less paper and more electronic processing, and fewer state resources required to process transactions. However, there are gaps in utilization, less spend State under management than desired, and opportunities for increasing efficiencies in agency sourcing practices. As such, the Department has established targets and objectives for MFMP improvement (see **Attachment 2** –Targets and Objectives). Additional goals include:

- Establish and document strategic sourcing best practices for use across all agencies.
- Increase spend visibility, improve data analytics, and put more State spend under management.
- Increase savings from strategic sourcing.
- Increase utilization of the MFMP system for purchase orders (POs) and Invoice processing.
- Increase electronic invoice processing.
- Implement more catalogs and achieve greater catalog utilization.
- Capture spend data of OEUs.
- Achieve greater value from the program through appropriate technology changes, greater source-to-pay automation, and better alignment of costs to services.
- Reduce the overall costs of goods and services in the state.

#### ***Support Increased MFMP Utilization***

The Department is focused on expanding the use of MFMP. Although agencies are using components of MFMP in some capacity, the Department recognizes the need to increase utilization in several areas to increase spend visibility, increase State spend under management and promote purchasing best practices across state agencies. The Department has developed a “Procurement Scorecard” to track utilization goals and progress. See **Attachment 1**.

#### ***Greater Program Value***

Given that MFMP has been established and implemented, the Department recognizes the opportunity to evaluate opportunities for greater effectiveness, enhance information management for data analytics, establish more seamless integration of sourcing, contracts, POs, and invoicing, and better align costs. As such, the Department expects the prospective contract to reflect streamlined processes and innovative approaches to

operating MFMP in a cost effective manner. Additionally, the Department expects future operations to reduce costs within state agencies through a renewed focus on increasing MFMP utilization, by increasing overall use of electronic invoicing, and by streamlining the purchasing processes followed by agency customers.

**Reducing the Costs of Goods and Services**

The Department recognizes that increasing State spend under management, leveraging other eligible user spend, and implementing more effective, methodical sourcing of statewide and agency contracts, will significantly reduce the costs of goods and services for state agencies and other eligible users. This will result in lowering the cost of state government and more effective management of tax payer dollars.

The intent of this procurement is to contract with a service provider to assist DMS in meeting these goals.

As reflected in the table below, the project includes seven primary services. The Department will evaluate each of these services to determine the best value approach. Given the nature of the services, the Department is interested in understanding if some of these services may best be performed by or with state resources or consolidated with other programs. Therefore, some of the services are anticipated to be performed by the Service Provider for the duration of the four-year term of the prospective contract, while others are expected to be performed for a minimum of one year. For the services expected to be performed by the Service Provider for a minimum of one year, the Service Provider shall assist the Department with transitioning the service to state resources or other programs as determined in the best interest of the State. Each of these services is outlined in greater detail in Section 4 of this ITN.

<b>MFMP Services – Initial Term</b>	
<b>Contracted MFMP Service</b>	<b>Duration</b>
Program Management	Four years
Application Management	Four years
Vendor and Sourcing Management	Four years
Buyer Management	Minimum one year
Help desk Management	Minimum one year
Catalog Management	Minimum one year
Billing and Collections Management	Minimum one year

**1.3 Term and Contract Start Date**

The term of the Contract will be four (4) years, with up to four (4) additional renewal years available in whole or in part. Unless otherwise agreed to by the parties, the Contract will start December 9, 2012.

**1.4 Specific Goals of the ITN**

- 1.4.1 Establish a contract that supports maximum use of MFMP and data analytics.



- 1.4.2 Establish a flexible contract, with transparency of service costs and better alignment of costs with services.
- 1.4.3 Establish a contract that allows the Service Provider to bring market expertise and an ability to shape strategy to lower the costs of goods and services.
- 1.4.4 Establish a contract that allows the in-sourcing of some services during the life of the contract.
- 1.4.5 Ensure a smooth transition/continuation of the services from the current contract to the new without disruption.
- 1.4.6 Award to a Respondent that brings technical and operational expertise to ensure a smooth continuation of the services with minimal risk.
- 1.4.7 Ensure pricing that is cost effective throughout entire term of the Contract.
- 1.4.8 Ensure the Department is making the most effective use of its MFMP procurement system and is taking advantage of and implementing related market best practices.
- 1.4.9 Establish a collaborative relationship with the prospective Service Provider that will maximize the extent the Department achieves the objectives of this ITN.

### **1.5 Questions Being Explored**

The Department will use the information obtained throughout this ITN process to assist it in developing opinions and positions regarding the following questions:

- 1.5.1 How can the Department more efficiently provide eProcurement services to participating agencies?
- 1.5.2 What transitional services / approaches are needed to transition the services from the Current Service Provider to a new service provider?
- 1.5.3 What additional solutions do Respondents offer that support the Services and are in the best interest of the state to utilize or adopt?
- 1.5.4 What additions can be made to the Department's existing eProcurement program that will result in cost savings for the state, and when could such savings be achieved?
- 1.5.5 How can the Department effectively expand usage of its eProcurement system to all agencies and other eligible users, and efficiently track the corresponding spend?
- 1.5.6 How can the state increase transparency, maximize spend visibility, and obtain better spend analytics in its procurement activities?
- 1.5.7 How can the Department ensure that pricing remains competitive throughout the term of the Contract?
- 1.5.8 How can we allow other eligible users to use some, if not all, of the Department's eProcurement system?
- 1.5.9 Based upon their experience with other enterprise procurement contracts or projects with private and public customers, what recommendations do Respondents have that would assist the Department in achieving the primary goals identified in section 1.2

above (support increasing utilization and reducing the costs of goods and services in the state), and mitigating any risk associated with implementing its service proposal?

- 1.5.10 What value-added solutions might make the MFMP system a more flexible technology platform, easier to use, easier to maintain, have a lower total cost of ownership, and allow for seamless integration with a potential future state enterprise resource planning system (ERP)?

## 1.6 Procurement Overview

The Department is requesting competitive sealed replies from responsible Service Providers to establish a multiyear contract for the operation of the State of Florida’s MFMP program. Also, as provided in greater detail in Section 4.6 below, for each year of the contract (including renewal years) Service Provider will, at no additional cost to the Department, include as part of its reply contingency hours for the Department to use for MFMP system enhancements. The Department is interested in considering value-added features that would be beneficial to or otherwise complement the services offered through the eProcurement system.

The process for evaluating and selecting a Service Provider will involve two phases as specified in Section 3.14. The first phase involves evaluation of the replies to the ITN, which will result in the selection of Respondents to proceed to the negotiation phase. In the second phase, Respondents will be asked to provide a presentation of their proposal. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Respondents receiving a request to submit a best and final offer (“BAFO”) that will include: (1) a revised statement of work; (2) a final Contract draft; and (3) a final cost and compensation model. The Department will award the Contract to a single Service Provider.

## 1.7 Timeline

Listed below are important dates and times by which actions are scheduled to be taken or completed. If the Department finds it necessary to update any of the dates or times noted, the Department intends to post an Amendment to the ITN on the VBS as described in Section 3, Special Instructions, below. All times listed below are Eastern Standard Time (EST) in Tallahassee, Florida. Dates reflected as anticipated dates below may change without revising this timeline. Respondents are responsible for monitoring the VBS for postings of agency decisions.

DATE	TIME	ITEM
5/9/2012		Release of Solicitation
5/24/2012	2:00 p.m. EST	Pre-bid Conference (Non-Mandatory) Department of Management Services 4050 Esplanade Way, Suite 101
5/31/2012	5:00 p.m. EST	Questions Due
6/14/2012	4:00 p.m. EST	Answers to Questions Posted on the VBS (Anticipated Date)
7/9/2012	2:00 p.m. EST	Replies Due / Opening
8/6/2012		Evaluation of Replies Concluded (Anticipated Date)
8/13/2012		Posting of Ranking and Intent to Negotiate (Anticipated Date)
TBD		Negotiations Commence (Anticipated Date)
TBD		Public Meeting for Negotiation Team to make a best value recommendation.
10/8/2012	5:00 p.m. EST	Anticipated Posting of Intended Award on VBS

## 1.8 Pass/Fail Requirements and Certification

Respondents shall complete and submit **FORM 2 - Pass / Fail Certification**, as part of its reply. The Respondent's **FORM 2** shall be included in **TAB A** of its Reply.

**FAILURE TO COMPLETE AND SUBMIT FORM 2 AS PART OF THE ITN REPLY WILL RESULT IN IMMEDIATE REJECTION OF THE REPLY. ANY MODIFICATIONS TO THE PASS / FAIL REQUIREMENTS CONTAINED IN RESPONDENT'S FORM 2 WILL BE CONSIDERED MATERIAL AND WILL RESULT IN REJECTION OF THE REPLY.**

**FORM 2** requires certification by the Respondent that:

- 1.8.1 All data generated, used or stored by Respondent pursuant to the prospective contract state will reside and remain in the United States and will not be transferred outside of the United States;
- 1.8.2 All services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- 1.8.3 Respondent has a minimum of at least five (5) years experience in administering an eProcurement solution using the Ariba eProcurement suite;
- 1.8.4 Respondent has experience providing eProcurement outsourcing services for a customer with a minimum 1,000 system users, 10,000 suppliers, and at least five disparate buying entities (e.g., departments, agencies, divisions) with unique rules;
- 1.8.5 Respondent has experience providing procurement consulting services (e.g., strategic sourcing, contract management, catalog management) in the public sector;
- 1.8.6 Respondent's proposed solution and all Services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, Florida Statutes);
- 1.8.7 Respondent will act as the prime Contractor to the Department for all Services provided under the contract that results from this ITN;
- 1.8.8 Prior to execution of prospective contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2 million dollars or the average annual price of the contract (averaged from the initial four year contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the contract (including renewal years); and
- 1.8.9 Respondent is registered, or will agree to register, in MFMP before execution of the prospective contract. **SEE PUR 1000, SECTION 14.** The 1% transaction applies to this contract and is detailed in PUR 1000.
- 1.8.10 Respondent attests to its positive financial standing and Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

## **SECTION 2 – PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS**

The PUR 1001 is incorporated by reference and may be viewed at the following link:

[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)

## **SECTION 3 – SPECIAL INSTRUCTIONS TO RESPONDENTS**

This section includes instructions in conjunction with the PUR 1001 General Instructions to Respondents.

### **3.1 Order of Precedence**

All replies are subject to the terms and conditions of this solicitation, which in case of conflict, shall have the following order of precedence listed:

- A.** Special Instructions to Respondents
- B.** Special Contract Conditions
- C.** Scope of Work / Technical Requirements (Section 4)
- D.** Cost Proposal Form
- E.** General Instructions to Respondents (PUR 1001)
- F.** General Conditions (PUR 1000)
- G.** Introductory Section

### **3.2 Amendments to the Solicitation Documents**

The Department will post amendments to the solicitation documents on the VBS under the Department's separate subpage (i.e., under the agency drop-down box). The VBS can be accessed at the following internet link: [http://www.myflorida.com/apps/vbs/vbs\\_search.criteria\\_form](http://www.myflorida.com/apps/vbs/vbs_search.criteria_form), under this ITN title and number. It is the responsibility of all Respondents to monitor the VBS for any new or changing information prior to submitting their reply. Only those communications that are in writing from the Department will be considered as a duly authorized expression on behalf of the State.

### **3.3 Questions**

Respondents shall present any questions regarding this solicitation in writing to the Procurement Officer identified on the cover sheet of this solicitation. Questions are due from Respondents on or prior to the date identified in the Timeline found in Section 1.7 of this ITN. The Department will post the answers to the questions on the VBS by the date identified in the Timeline found in Section 1.7.

### **3.4 Alternate Provisions and Conditions**

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Respondents are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation. See Section 3.3. Including alternate provisions or conditions to this solicitation may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

### **3.5 Special Accommodation**

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening shall contact the Procurement Officer at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

### **3.6 Confidential, Proprietary, Copyrighted, or Trade Secret Material**

The Department is subject to public records laws as provided under Chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution. If Respondent considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time Respondent submits its reply to the solicitation and must only redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its reply, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff, agents, and public record requests. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

### **3.7 Certification of Drug-Free Workplace Program**

The Department supports and encourages initiatives to keep the workplaces of Florida's suppliers and Respondents drug-free. Section 287.087, F.S., provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall sign and submit the attached "Certification of Drug-Free Workplace Program," **FORM 4**, to certify that the Respondent has a drug-free workplace program.

### **3.8 Diversity**

The Department is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, it is vital that small and minority and women-owned business enterprises participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

### **3.9 Inapplicable Provisions of PUR 1001 General Instructions for Respondents**

The following provisions of the PUR 1001 are not applicable to this ITN or are amended as provided below:

Section 3. Electronic Submission of Replies  
Replies shall be submitted in accordance with Section 3.10.

Section 4. Terms and Conditions  
Amended only to the extent the order of precedence of this solicitation is provided in Section 3.1 above.

Section 5. Questions  
Questions shall be submitted in accordance with Section 3.3.

Section 19. Public Records  
Amended in accordance with Section 3.6

### 3.10 Reply Submittal

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

**Respondents are responsible for submitting their replies to this ITN to the Procurement Officer by the date and time specified in Section 1.7 of this solicitation. The Department will not consider late replies.**

In reply to this ITN, Respondents shall:

- A. Submit the technical reply and the cost reply in separately sealed packages.
- B. Submit one (1) signed original hardcopy of the technical reply with ten (10) hardcopies, sealed separately from the cost reply.
- C. Submit one (1) signed original hardcopy of the cost reply with ten (10) hardcopies, sealed separately from the technical reply.
- D. Submit ten (10) searchable electronic copies of the technical reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- E. Submit ten (10) searchable electronic copies of the cost reply on a CD-ROM separate from the technical reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.

If the Respondent believes its technical reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, **Respondent shall submit one (1) redacted electronic version of the technical reply, provided on a CD-ROM.** See Section 3.6 above. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Respondent. The Department will rely upon Respondent submitting the redacted version to ensure the redacted version satisfies this requirement.

- F. Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, the due date and time, and identify which package(s) contains the technical reply and cost reply.
- G. Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Respondent's company name, solicitation number, and whether it is the technical or cost reply.

### 3.11 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall complete each section entirely or the Respondent may be deemed not responsive.

The reply shall be organized as follows:

**TAB A Cover Letter with Contact Information, Executive Summary, Pass / Fail Certification and Performance Bond / Irrevocable Letter of Credit Letter (Limit 10 pages)**

**TAB A** shall contain a cover letter on the Respondent's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Respondent to provide the Services. The cover letter must state that the Respondent agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Respondent's reply. The executive summary will describe the technical solution, proposed cost, and operational model the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

**TAB A** must also include a letter, signed on or after January 1, 2012, from a surety company or bonding agent authorized to do business in the State of Florida and written on company **letterhead**, that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$2,000,000. See section 1.8. **Failure by the Respondent to provide this letter with its reply will be considered material and will result in the reply being deemed not responsive.**

**TAB A** shall also include the completed Pass / Fail Requirements Certification (**FORM 2** to this ITN) signed by the same person who signs the above-mentioned cover letter.

**TAB B Experience and Ability to Provide Services (limit 50 pages)**

**TAB B** shall include the following information:

**1. References.**

Using **FORM 1** to this ITN, Respondents shall provide three (3) references from businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services or those that were completed prior to January 1, 2012. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the



right to contact and consider references other than those provided by the Respondent when making its best value determination.

## **2. Prior Work Experience**

### **a. Similar Contracts and Services**

Describe the Respondent's experience in providing eProcurement services, number of years administering eProcurement systems, growth on a national level, and ownership structure. Respondents shall describe all contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Respondents shall include any experience it has assuming operations from another service provider of eProcurement services and identify all relevant similarities or differences between such contracts and the services sought via this ITN. Also, the Respondent shall describe their experience with the Ariba suite, implementing an on-premise solution and the Respondent's experience partnering with Ariba. The listing of similar contracts shall contain the organization name, contact name, address, telephone number, and e-mail address of the entity who received the services from Respondent. The Respondent shall also describe their experience in integrating with ERPs in an ERP centric model in addition to pure play Ariba implementation and support.

### **b. Disputes**

Respondents shall identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to contracts pursuant to which Respondent provided(s) procurement services in the continental United States on an organizational or enterprise level. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that Respondent was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

## **3. Subcontractor Information**

If the Respondent will use subcontractors to provide any of the Services, the Respondent shall provide detailed information for all subcontractors it plans on contracting with to provide any of the Services under the prospective contract. This information shall be provided using **FORM 8**, "Subcontracting." This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

## **4. Project Management Credentials**

Respondent shall describe any project management credentials it holds that are relevant to the services sought through this ITN (e.g., ISO 9000 certified, six

sigma, etc.) and the Respondent's approach to project management and software development lifecycle.

**TAB C Description of Solution (limit 20 pages)**

In **TAB C**, Respondent shall describe:

- Its understanding of the current state of the MFMP program.
- Its understanding of goals and general requirements of this solicitation.
- Its overall approach to satisfying the requirements and goals of this solicitation.
- How the Respondent will assist the Department with bringing Services to the State.
- How the Respondent's approach supports the Department's specific goals of the ITN.
- Any risks and challenges with the Department's goals.
- How the Respondent will lower operational costs.
- How the Respondent will increase utilization and efficiencies.
- The Respondent's approach differentiators.
- The Respondent's low cost transition approach that involves little to no transition investment.
- Why the Respondent's solution is best for the state.
- How it responds to the questions outlined in Section 1.5 directly or by cross referencing to other sections of the Respondent's reply.

**TAB D Service Area Detail Solution (limit 150 pages)**

Section 4.4 of the ITN defines the requirements and service level expectations of each service area that comprises the MFMP program.

In **TAB D**, for each of the seven (7) Service Areas, the Respondent shall:

- Acknowledge acceptance of each requirement.
- Acknowledge acceptance of the measures of each service level expectation (SLE).
- Indicate its ability to exceed the required SLEs and provide additional SLEs Respondent identifies as important that are not specified.
- Identify proposed modifications to the identified SLEs, the impact of the modification (e.g. greater quality control, cost savings)
- Describe a plan for performing the service and meeting the requirements. Include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- Provide an organizational structure and resource plan for performing the service and meeting the requirements and service level expectations described in Section 4 of the ITN.
- Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or SLEs while still meeting the needs of the service, or recommending a different approach for the service.
- Describe any additional services or deliverables you will provide in addition to those required.

**TAB E MFMP Improvement Project Response (limit 25 pages)**

In **TAB E** the Respondent shall provide the following for each MFMP Improvement Projects as described in Section 4.5.C.

- Describe how the Respondent will satisfy the project need.
- Describe tools and technologies that will be used.
- Provide an estimated project schedule.
- Provide project dependencies and risks.
- Provide an estimated resource plan.
- Describe what the State will need to do for successful execution of the project.

**TAB F Transition Plan (limit 30 pages)**

To ensure a complete and successful ramp up of a team that can provide support services for MFMP, the new Service Provider will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department and current service provider during the transition period. Describe in detail the Respondent's plan for:

- On-boarding of resources.
- Participating in knowledge transfer including a breakdown by service area.
- Work environment and technology set-up.
- Introduction to agency customers.
- Takeover of production and system monitoring.
- Establishing relationship with SSRC.
- Other required service operation transition services.

**TAB G FORM 9 – Cost Proposal for Initial Term and Renewal Years.**

Respondent shall complete and submit **FORM 9** – “Cost Proposal” for the Contract's initial term and renewal years, and include this form in **TAB G** of its reply to the ITN. The Cost Proposal shall be submitted as a fixed price per year for the operation of each service area, the contingency bucket, and a fixed price for transition, if not waived or included in contract price. **FORM 9** shall also include pricing for each defined MFMP Improvement Project.

From time to time the Service Provider may be requested to perform additional services above the operational services described in this ITN. Include in **FORM 9** the Respondent's proposed hourly rate for additional work requests.

**FORM 9 will be provided to Respondents in an electronic version.** To obtain an electronic version of **FORM 9**, please email the Procurement Officer identified on the cover of this ITN and request a copy be emailed to you. Respondents are encouraged not to wait until the last moment to request a copy of **FORM 9**.

Please email the procurement officer for an Excel version of the Cost Proposal spreadsheet.

**TAB H Additional ideas for program improvement or cost reduction, and other supplemental materials - (limit 35 pages)**

In **TAB H** of its reply to the ITN, Respondent is invited to elaborate on additional ideas or tools for service improvements that are not specifically addressed in **TABs B – F** of its reply but may be made available via Respondent's solution. The Department is interested in ideas or tools the Respondent believes will provide for

greater performance and efficiency of operations. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

**TAB I Completed Forms**

Unless otherwise directed Respondents shall complete the following forms and submit them to the Department in **TAB I** of its response:

<b>FORM 1</b>	<b>BUSINESS / CORPORATE REFERENCE (TAB B)</b>
<b>FORM 2</b>	<b>PASS / FAIL CERTIFICATION (TAB A)</b>
<b>FORM 3</b>	<b>RESPONDENT'S CONTACT INFORMATION</b>
<b>FORM 4</b>	<b>CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM</b>
<b>FORM 5</b>	<b>NOTICE OF CONFLICT OF INTEREST</b>
<b>FORM 6</b>	<b>NON-COLLUSION CERTIFICATION</b>
<b>FORM 7</b>	<b>STATEMENT OF NO INVOLVEMENT</b>
<b>FORM 8</b>	<b>SUBCONTRACTING</b>
<b>FORM 9</b>	<b>COST PROPOSAL SPREADSHEET (TAB G)</b>

**3.12 Reply Evaluation Criteria**

An evaluation team will be established to review and evaluate replies to this ITN in accordance with the evaluation process described in Section 3.13 below.

**A. TECHNICAL REPLY EVALUATION SCORE (0 - 600 POINTS)**

**1. Experience and Ability to Provide Services**

Evaluation of the Respondent's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **TAB B**.

**a. References**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate Respondent's experience in performing contracts of similar size and scope for the services sought?
- 3) How well do the References demonstrate Respondent's ability to provide the requested Services?
- 4) Are there any issues or concerns identified in the References regarding Respondents experience and ability to provide the Services?

**b. Prior Work Experience**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) Has the Respondent demonstrated via the reply that it has experience in performing contracts of similar size and scope for the Services sought?

- 2) How well did the Respondent convey the ability to provide these Services?
- 3) Are there any issues or concerns identified regarding Respondent's experience and ability to provide the Services?

## **2. Description of Solution**

Evaluation of the Respondent's proposed solution will be based upon information contained in the entire reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) How well the proposed solution satisfies the following criteria:
  - 1) Demonstrates Respondent's ability to effectively maintain the state's current eProcurement system at the current operational levels established in the existing contract.
  - 2) Maximizes operational efficiencies and supports increasing utilization in operating the state's eProcurement system.
  - 3) Achieves best-in-class (as described in the MFMP Business Case) results from the state's current eProcurement solution.
  - 4) Offers innovative solutions to current MFMP challenges (e.g., augments services with non-Ariba software applications to achieve positive results).
  - 5) Creates efficiencies for the state so as to permit procurement staff to focus on strategic sourcing activities rather than administrative functions associated with the eProcurement solution.
- b) How well does the summary of the solution, and the explanation of why it is the best solution for the state, address and meet the goals, needs, and expectations of the State?
- c) How well does the Respondent understand the goals to be achieved via this solicitation?

## **3. Service Area Detail Solution**

Evaluation of Respondent's Service Area Detail Solution will be based upon information contained in **TAB D** of Respondent's reply. Replies for each Service Area will be evaluated based on how well the solution technically and functionally addresses the requirements described in Section 4.4. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Sections 4.4.

- **Program Management**
- **Application Management**
- **Vendor and Sourcing Management**

- **Buyer Management**
- **Help Desk Management**
- **Catalog Management**
- **Billing and Collections Management**

Each service area identified above will be evaluated using, but will not be limited to, the following considerations:

- a) Description of the planned staffing for the proposed solution
- b) Technical staffing levels and roles and responsibilities
- c) Services staffing and roles and responsibilities
- d) Required state-side staffing for migration/implementation and ongoing operations
- e) Organization structure / chart
- f) Whether the Respondent's staffing requirements are consistent with the objectives of this solicitation

## **B. COST PROPOSAL EVALUATION SCORE (0 - 400 Points)**

A total of four hundred (400) points may be awarded to a Respondent's Cost Proposal. The following formula will be applied to a Respondent's Cost Proposal to determine the Cost Proposal Score:

**(Lowest Cost Proposal / Respondent Cost Proposal) \* (Respondent Technical Evaluation Score / Max Technical Evaluation Score) \* Max Cost Proposal Points = Cost Proposal Score**

**Lowest Cost Proposal:** Lowest cost of all responsive replies

**Respondent Cost Proposal:** Cost Proposal for a specific Respondent as reflected in cell E26 of **FORM 9** of its reply

**Respondent Technical Evaluation Score:** Score of a specific Respondent's Technical Reply

**Max Technical Evaluation Score:** Maximum points available for the Technical Reply (600 points)

**Max Cost Proposal Points:** Maximum points available for the cost response (400 points)

**Cost Proposal Score:** Evaluation points awarded to the Respondent's Cost Proposal

## **C. REPLY EVALUATION SCORE**

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 600 points) and Cost Proposal Scores (0 – 400 points).

### 3.13 Reply Evaluation and Negotiation Process

As to the invitation to negotiate process, Section 287.057(1)(c), F.S., provides in part:

(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Respondents within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.

Using the evaluation criteria specified above, in order to establish a competitive range of replies reasonably susceptible of award, the Department will evaluate and rank the replies and, at the Department's sole discretion, proceed to negotiate with Respondent(s) as follows.

#### A. Evaluation Phase Methodology

The evaluation team members will individually and independently review each reply and evaluate the replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

<b>Experience and Ability to Provide Services</b>	<b>Evaluator Scoring (Points)</b>
▪ References	1-5
▪ Prior Work Experience	1-5
 <b>Description of Solution</b>	 1-5
 <b>Service Area Detail Solution</b>	
▪ Program Management	1-5
▪ Application Management	1-5
▪ Vendor and Sourcing Management	1-5
▪ Buyer Management	1-5
▪ Help Desk Management	1-5
▪ Catalog Management	1-5
▪ Billing and Collections Management	1-5

Evaluation Team members will assign a 1 – 5 score, using **no fractions or decimals**, to each Technical Evaluation section. Also, the Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides the scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
<b>Poor</b>	<ul style="list-style-type: none"> <li>- Reply Fails to address the component or it does not describe any experience related to the component</li> <li>- Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria</li> </ul>	1
<b>Marginal</b>	<ul style="list-style-type: none"> <li>- Reply minimally addresses the requirements, one or more major considerations of the component are not addressed, or is so limited that it results in a low degree of confidence in the Respondent's response or proposed solution.</li> <li>- Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria</li> </ul>	2
<b>Adequate</b>	<ul style="list-style-type: none"> <li>- Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria</li> </ul>	3
<b>Good</b>	<ul style="list-style-type: none"> <li>- Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria</li> </ul>	4
<b>Excellent</b>	<ul style="list-style-type: none"> <li>- Reply fully meets all requirements and exceeds several requirements</li> <li>- Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria</li> </ul>	5

The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Respondent's weighted Technical Reply Evaluation Score.

Responsive and responsible Respondent(s) will be invited to negotiate based upon the Reply Evaluation Scores. Respondents are cautioned to propose their best possible offers in their initial reply as failing to do so may result in the Respondent not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract model will serve the State's needs and is determined to provide the best value for the State.

After calculating the Reply Evaluation Scores and ranking for each vendor, the Procurement Officer will provide to the Secretary or his or her designee a report on replies deemed not responsive and, as to those deemed responsive, the recommended ranking, along with a recommended competitive range of replies for negotiation (the "Short List"), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible for award due to the qualifications of the vendor or the quality of the reply.



The Secretary or his or her designee will approve a Short List of vendors selected for negotiation taking into consideration the report and recommendation of the Procurement Officer. No scoring by the Secretary or his or her designee will be required in arriving at this selection. The scoring from the Evaluation Phase shall serve as a recommendation only. The Secretary or his or her designee may also make a determination as to whether to deem one or more vendors ineligible for award based on the Procurement Officer's report.

## **B. Negotiation Phase Methodology**

The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive vendors
2. Require any or all responsive vendors to provide additional revised or final written replies addressing specified topics
3. Require any or all responsive vendors to provide a written best and final offer (BAFO)
4. Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor
5. Pursue a contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written replies or request for best and final offers
6. Pursue the division of contracts between responsive vendors by type of service or geographic area, or both
7. Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors
8. Decline to conduct further negotiations with any vendor
9. Reopen negotiations with any vendor
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation
11. Review and rely on relevant information contained in the replies received from vendors
12. Review and rely on relevant portions of the evaluations conducted
13. Reject any and all replies if the Department determines such action is in the best interest of the State
14. Negotiate concurrently or separately with competing Respondents
15. Accept portions of a competing Respondent's reply and merge such portions into one project, including contracting with the entities offering such portions
16. Waive minor irregularities in replies
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive vendor or vendors affected and whether to provide concurrent public notice of such decision.

Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. The Department reserves the right to require attendance by particular

representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's reply. Failure to provide requested information may result in rejection of the reply.

As part of the negotiation process, the Department will check references as described in Section 3.11 Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Respondent.

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to:

**Selection Criteria:**

1. The Respondent's articulation of its approach to provide the service
2. The innovation of Respondent's approach to provide the services
3. Respondent's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations
4. Respondent's demonstrated ability to effectively provide the services
5. Respondent's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and solution
6. Respondent's technical reply and cost proposals as they relate to satisfying the primary goals of the eProcurement service as identified herein

The negotiation process will also include negotiation of the terms and conditions of the contract in accordance with sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a reply a Respondent agrees to be bound to the terms of the General and Special Contract Conditions. Respondents should assume these terms will apply during the prospective contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

**C. Final Selection and Notice of Intent to Award**

At the conclusion of negotiations, the Department will issue a written request for best and final offer(s) to one or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final contract; and
3. A final Cost Proposal.

The best and final offer(s) will be returned to the negotiation team for review. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. Thereafter, the Department's negotiation team will develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the foregoing

Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary or his or her designee regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with one Service Provider to provide the Services. This does not preclude use of subcontractors.

The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interests of the State.

The Secretary or his or designee will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary or his or her designee is not required to score the vendors, but will base his or her decision on the Selection Criteria set forth above.

### **3.14 Disclosure of Reply Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Respondent or its agents. All replies shall become the property of the Department and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a reply shall not affect this right.

### **3.15 Firm Response**

The Department may make an award within one hundred eighty (180) days after the date the Responses are due, during which period Responses (and any written amendments offered during the negotiations phase) shall remain firm and shall not be withdrawn. If an award is not made within the one hundred eighty (180) day period, the Response shall remain firm until either the Department awards the contract or the Department receives from the Respondent written notice that the Response is withdrawn. Any Response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### **3.16 Withdrawal of Response**

Withdrawal of Responses may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impracticality to perform based upon an obvious error.

### **3.17 Sole Point of Contact**

The Procurement Officer is the sole point of contact for this ITN. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the ITN 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 ITN, except in writing to the Procurement Officer or as provided in the ITN documents. Violation of this provision may be grounds for rejecting a response.

### **3.18 Legal Requirements**

Applicable provisions of all federal, state, county and local laws, and administrative procedures, policies, or rules shall govern the development, submittal, and evaluation of all Responses and shall govern any and all claims and disputes which may arise between persons submitting a Response hereto and the Department. Lack of knowledge of the law or administrative procedures, policies, or rules by any Respondent shall not constitute a cognizable defense against their effect.

**3.19 Cost of Preparation**

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this ITN.

## SECTION 4 – TECHNICAL REQUIREMENTS

### 4.1 Introduction

The current contract for the eProcurement system services will expire on December 8, 2012. At the end of the current contract the Department will own all current licenses associated with the Current Service Provider, including the Ariba licenses, and hardware supporting the existing MFMP systems. A listing of all software and application solutions used by the Current Service Provider to provide the services are listed in Section 4.4 of this ITN. Attachment 3 contains a diagram of the hardware that supports existing MFMP systems that the Department will own at the conclusion of the current contract.

Currently, 33 state agencies use MFMP, an average of 16,000 users (about 6,000 active each month), including the Office of Legislative Services. The system, as of this writing, has more than 86,000 vendors registered of which around 28,000 have identified their organizations as being certified business enterprises (“CBEs”). The system is interfaced with the State’s VBS, where state agencies and some universities and local governments electronically post documents related to competitive solicitation opportunities. MFMP is also interfaced with the state’s financial system, FLAIR.

MFMP system utilization has grown since project inception, but there are still some challenges with agency-wide adoption of MFMP, particularly with utilization of the Ariba Sourcing module.

Respondents to this ITN are strongly encouraged to review the MyFloridaMarketPlace Business Case Study and other information related to the Department’s current eProcurement operation (See Section 4.2 for link).

The Department is interested in contracting with a Respondent for services to support the current MFMP operation, but is also looking for and encouraging respondents to submit add-on solutions. The State’s intent is to take advantage of emerging technologies such as cloud computing, hosted solutions and/ or “software as a service” solutions to reduce the cost of the current operation, enhance the services currently provided, or both.

In an attempt to increase competition and encourage smaller business to compete for award, the Department encourages and will consider solutions or proposals that use subcontractors to perform duties under the Contract. However, any awarded Contractor will be fully responsible for the acts or omissions of all subcontractors used by the Contractor in the performance of Services during the Contract term.

As provided in Section 1.3, the term of the prospective Contract will be four (4) years, unless terminated by the Department or subsequently renewed as provided herein.

### 4.2 Resource Library

The Department is providing the following links to resources that may be helpful to Respondents in developing and proposing appropriate solutions, implementation and migration approaches, and operations and pricing that best meets the needs of the Department and other executive branch agencies for this procurement:

- Original MFMP ITN:  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad.view\\_ad?advertisement\\_key\\_num=22085](http://www.myflorida.com/apps/vbs/vbs_www.ad.view_ad?advertisement_key_num=22085)
- Current MFMP Contract Documents:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/sta](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/sta)

[te contracts agreements and price lists/state term contracts/web based eprocurement system](#)

- MFMP Business Case Materials:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_business\\_case](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_business_case)
- Rules 60A-1.030 - 60A-1.033, Florida Administrative Code:  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60A-1>

**Note:** In order to gain a comprehensive understanding of the current eProcurement services, Respondents are strongly encouraged to review the information contained in these links.

### 4.3 Overview of the Current Program

The MFMP services and activities provided to the State per the current contract are currently outsourced to Accenture, LLP. The Current Service Provider, with a staff of approximately 60 (estimated at the time of the MFMP Business Case preparation), maintains the hardware, operating system infrastructure, and the procurement application modules and components. There are six primary components that make up the current state services:

- Program Management;
- Application Management;
- Buyer Management;
- Vendor and Sourcing Management;
- Catalog Management
- Help Desk Management; and
- Billing and Collections Management.

These components are discussed in greater detail in section 4.4 below.

**Exhibit 1** contains a graphic of the current MFMP operations model.

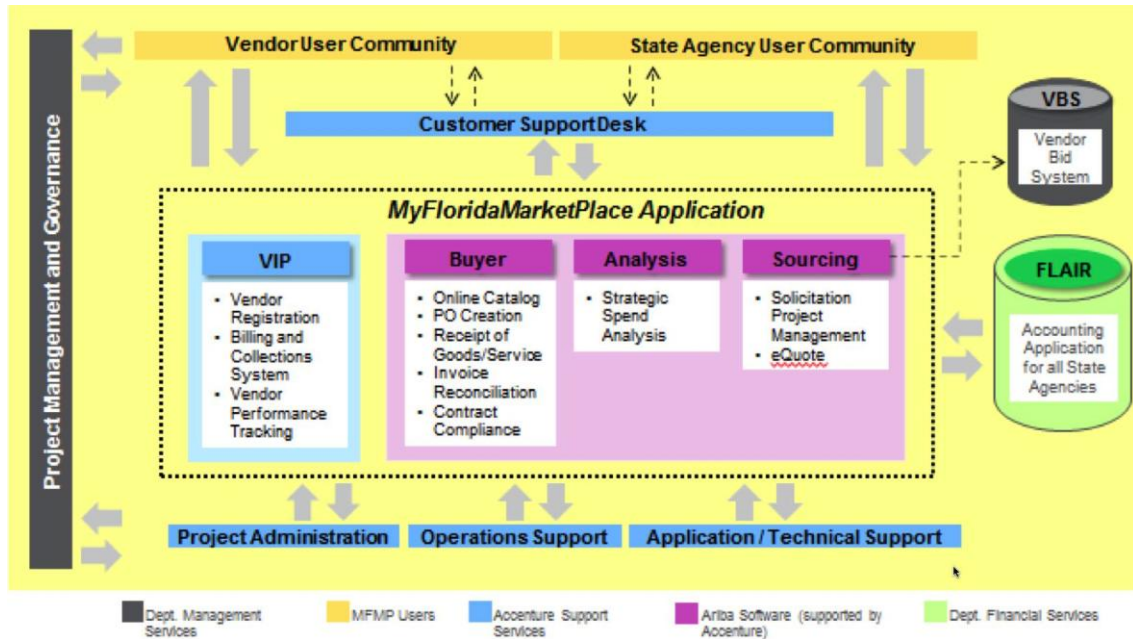


Exhibit 1

DFS issues all vendor payments, and as reflected in Exhibit 1, the interface between MFMP and the FLAIR system provides the information needed by DFS to execute these disbursements.

#### 4.4 Scope of Work – Service Areas

##### A. PROGRAM MANAGEMENT

###### 1. Description

The Service Provider will be responsible for all overall program management of the MFMP business process outsourcing. This includes the following responsibilities:

- a) Facility - Establish facility space for the Service Provider's MFMP team. Space shall be in Tallahassee, and include conference rooms and available space for up to five state employees to work from on a temporary basis. The Service Provider will be responsible for all costs associated with the facility, including supplies, computers, phones, and any other electronics. The Service Provider will also be responsible for the costs associated with connectivity to the state's network. Space shall be secure with monitored, restricted access.
- b) Deliverables – Ensure delivery of all program deliverables as defined in Section 4.4.H including service level expectations, system use and procure-to-pay analytics, defined management reports, and incident and root cause analysis reports.
- c) MFMP Presentations – Create, maintain, and deliver presentations on the MFMP program and its operational performance.
- d) Impact Analyses – Perform and deliver impact analyses on how potential rule or statute changes, enterprise technology changes, or standard enterprise processing changes may impact the MFMP program and its cost and success.
- e) Strategy Development Assistance – Assist the state with developing and maintaining short- and long-term strategies for improving procurement in the State. This includes

quarterly strategy reviews, market research on procurement practices in private and public sectors, and quarterly recommendations to the state.

- f) Annual Goal Development Assistance – Assist the State with establishing realistic goals for the eProcurement program, and gather data to track progress toward the goals on a monthly basis.
- g) Project Management – Manage MFMP team efforts as projects, following (the Project Management Institute (PMI) guidelines, and updating project status on a weekly and monthly basis.
- h) Contract Compliance – Monitor Contract responsibilities, ensure compliance, and report metrics including gaps monthly.
- i) Service Function Oversight and Success – Provide oversight of each of the following service functions:
  - Program Management
  - Application Management
  - Buyer Management
  - Vendor and Sourcing Management
  - Help Desk Management
  - Catalog Management
  - Billing and Collections Management

Oversight includes:

- Resource Planning
- Risk and Issue Management
- Change Control
- Budget Control
- Quality Assurance

The Department will look to service provider leadership to ensure a smooth and successful operation of the MFMP program as part of Program Management. The Department will also look to Service Provider leadership to help establish short- and long-term strategies that best meet the State's needs, and to establish achievable and measureable goals and track accomplishments to these goals.

Program Management also includes conducting annual customer satisfaction surveys of all MFMP users, and reporting survey results to the Department.

## **2. How Service is Provided Today**

Program Management is performed today by Current Service Provider's leadership staffing assigned to the program. They maintain secure office space within five (5) miles of the DMS office. The current Service Provider provides the services as described in Section 4.4.A.1. The Current Service Provider's Program Management operates the following functional service areas:

- Technical Support
- Application Support
- Buyer Support (includes help desk)
- Vendor Support (includes help desk)



- Operations Support – includes catalog enablement, training and education, and sourcing support
- Billing and Collections Support

### 3. Minimum Requirements

The Service Provider will be responsible for maintaining a smooth and effective MFMP operation across all functional service areas as described in the Section 4.4.A.1.

Program Management Requirements (PM)	
No.	Requirement
PM-001	Establish and maintain office space to house the Service Provider's MFMP team including a leadership team, Help desk resources, Applications Management resources, Buyer Management resources, Vendor and Sourcing Management resources, Catalog Management resources, and Billing and Collection resources. Provide computers and other technology equipment for staff and necessary supplies. Provide space for up to 5 state resources for temporary use and conference rooms.
PM-002	Ensure delivery of all program deliverables defined in each service area.
PM-003	Produce and deliver service level reports showing actual performance against each service level expectations as defined in each service area.
PM-004	Produce spend analytics and system utilization reports as a monthly Scorecard report to be delivered to the Department within 10 business days after the end of the month. This includes: <ul style="list-style-type: none"> <li>• Strategic sourcing savings by month and by agency</li> <li>• Sourcable State spend under management</li> <li>• Sourcable spend vs. total state spend by major category (goods and services) by month</li> <li>• Total PO spend by agency by month</li> <li>• Total PO spend vs. statewide agreement PO spend by agency by month</li> <li>• Total PO spend by method of procurement by agency by month</li> <li>• Number of POs issued by method of procurement, agency, and month</li> <li>• MFMP payments compared to total state payments by agency by month</li> <li>• Total MFMP invoice payment by agency by month</li> <li>• Number of invoices paid by method of procurement, agency, and month</li> <li>• Minority vendor spend by agency by month</li> <li>• Average PO size by agency by month</li> <li>• Number of vendors receiving POs by agency by month</li> <li>• P-Card spend compared to total spend by agency by month</li> <li>• Catalog utilization by agency by month</li> <li>• Number of e-invoices received by agency by month</li> <li>• Number of e-invoices paid in MFMP by agency by month</li> <li>• Vendor e-invoice utilization by month</li> <li>• Number of e-Quotes performed and amount of e-Quote spend by agency by month</li> <li>• Number of Sourcing events performed by agency by month</li> </ul>

<b>Program Management Requirements (PM)</b>	
<b>No.</b>	<b>Requirement</b>
<b>PM-005</b>	<p>Produce spend analytics and system utilization reports as the Operational Metrics report to be delivered to the Department within 10 business days after the end of the month. This includes:</p> <ul style="list-style-type: none"> <li>• Requisition to PO cycle time by agency by month</li> <li>• Contract spend as a percent of total MFMP spend</li> <li>• Invoice to check cycle time by agency by month</li> <li>• Prompt Pay Act compliance</li> <li>• Number of POs</li> <li>• Number of invoices</li> <li>• Number of vendors registered by month</li> <li>• Number of Ariba Supplier Network vendors registered by month</li> <li>• Number of minority vendors registered by month, broken out by type of type</li> <li>• Number of total system users by agency by month, and number of active users by agency by month</li> <li>• Number of catalogs by month, and number of catalog items by month</li> </ul>
<b>PM-006</b>	Assist in defining and creating additional analytic reports and dashboard items that will provide needed information for tracking to state goals. Reports and deliverables delivered to the Department shall be accurate.
<b>PM-007</b>	Respond to requests to create additional analytic reports and analytic dashboard items.
<b>PM-008</b>	Conduct an annual customer satisfaction survey of all agency users of MFMP, and report satisfaction findings. The draft survey should be presented to the Department for review and approval by August 15 <sup>th</sup> of each year. The survey results shall be delivered to the Department for review within six weeks of the survey closing.
<b>PM-009</b>	Create and maintain MFMP program and operational performance presentations as needed to brief statewide stakeholders, including the Executive Office of the Governor, the Legislature, and other agency leadership.
<b>PM-010</b>	Perform and deliver impact analysis as requested on how potential rule or statute changes, enterprise technology changes, standard enterprise process changes, or agency custom change requests may impact the MFMP program and its cost and success.
<b>PM-011</b>	Assist in the development and maintenance of a short-term and a long-term strategy for improving procurement in the State. The Department expects the Service Provider to bring significant market expertise to this requirement. This includes market research on procurement practices in private and public sectors, and quarterly strategy reviews and recommendations to the state (part of quarterly review requirement).
<b>PM-012</b>	Assist with establishing realistic annual and contract term goals for the eProcurement program, for both reducing operating costs and reducing the cost of goods and services. Service Provider is expected to collect data to track and report progress toward the goals on a monthly basis.

Program Management Requirements (PM)	
No.	Requirement
PM-013	Perform oversight, including resource planning, risk management, change control, budget control, and quality assurance, for the following service areas: <ul style="list-style-type: none"> <li>• Application Management</li> <li>• Buyer Management</li> <li>• Vendor and Sourcing Management</li> <li>• Help Desk Management</li> <li>• Catalog Management</li> <li>• Billing and Collections Management</li> </ul>
PM-014	Develop the agenda and be prepared to (anytime after five business days from delivery of agenda) conduct quarterly reviews with DMS senior management of MFMP program operations, including key statistics, goal tracking, challenges and successes, strategy review, and recommendations.
PM-015	Upon request, provide the Department with any necessary data and documents to enable the Department to timely respond to public records requests and/or subpoenas.
PM-016	Adhere to DMS Standards and Policies that DMS will provide upon Contract execution.
PM-017	Establish an online collaboration site for sharing documents and other program information.
PM-018	Provide a transition plan for the end of the life of the Contract.
PM-019	Continue to support, run, and post program reports on the MFMP File Transfer Protocol (FTP) site.
PM-020	Establish a program operations plan. The plan will be updated yearly by the Service Provider and reviewed with the Department. The plan should include but not be limited to: <ul style="list-style-type: none"> <li>• All processes to support program operations,</li> <li>• Standard processes security controls, and</li> <li>• Performance monitoring</li> </ul>
PM-021	The Service Provider shall be responsible for taking meeting minutes for meetings held with the Department and shall include a list and description of all discussions points, action items and deliverables, responsible party, and projected delivery dates.

#### 4. Service Level Expectations

Service Level Expectations (SLE)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
SLE-001	Delivery of service expectation performance reports (for all service functions) timely.	<= 10 business days after end of a service level period	Monthly	\$500 per day for each calendar day past the due date that a report is not received.

Service Level Expectations (SLE)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
SLE-002	Tier 2 Ticket Resolution for all service areas	100% of tickets escalated for Tier 2 support will be resolved or escalated to Tier 3 or DMS within three business days 100% of tickets escalated for Tier 2 support that are identified as system issues will be logged and categorized as critical, high, medium, or low system issues within one week.	Monthly	\$2,500 per percentage point, or fraction thereof, less than 100%

## B. APPLICATION MANAGEMENT

### 1. Description

The Service Provider will be responsible for all maintenance and support of the business applications that are associated with the MFMP program. These applications are:

Ariba Source-to-Pay Application Suite, which includes:

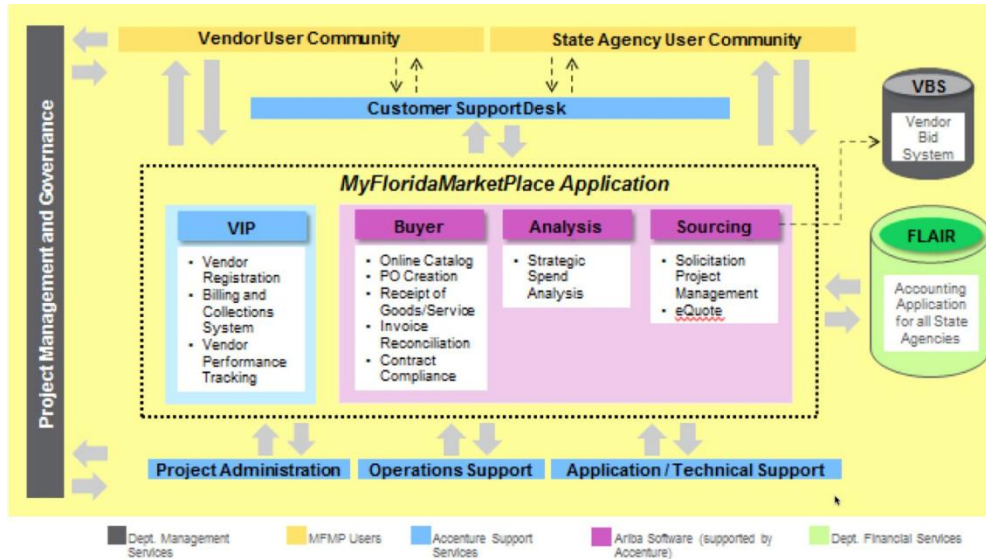
- **Buyer**
- **Analysis**
- **Sourcing**

VIP, which includes:

- **Vendor Registration System**
- **Billing and Collection System**
- **Vendor Performance Tracking**

Due to projects related to the VIP components, the department will evaluate the value of moving support of the VIP to state resources after the first contract year.

Below is a context diagram showing the MFMP applications:



The Service Provider will also be responsible for:

- Support of all customizations made to the Ariba applications and VIP application.
- Support of all production reports and batch jobs.
- Support of all applications used internally to the MFMP program to automate and support MFMP operations, including Interactive Voice Response (IVR) systems, help desk software, ticket tracking systems, system monitoring applications, training development applications, incident tracking applications, etc.
- Performing Tier 3 support for help desk issues.
- Assisting with catalog additions, changes, and deletions as necessary.
- Responding to production and ad-hoc report requests.
- Assisting in researching accounting discrepancies between Ariba information and the state's FLAIR system.

**a. Ariba Suite**

The specific Ariba modules in place today include:

Ariba	
Module	Version
Ariba Buyer Requisition/PO Contracts Receiving Invoicing (Contract Management not included)	9r1
Ariba Analysis	9r1
Ariba Sourcing	9r1

There are 303 customizations implemented, primarily in the Ariba suite, to meet the State's needs. The list of customizations can be found in the business case. [See Section 4.2](#). One of the most critical of the customizations is the interface created to communicate with the State's legacy accounting system FLAIR.

The table below categorizes the customizations by the source drivers:

<b>MFMP Customizations</b>			
<b>Source</b>	<b>Description</b>	<b>Number of Customizations</b>	<b>%</b>
FLAIR	Customizations needed to integrate MFMP with FLAIR.	85	28%
Enterprise	Customizations required to support standardized business processes used by all agencies.	74	24%
Legislative	Customizations required to meet requirements of Executive Orders, Florida Statutes, or Federal Rule.	55	18%
MFMP Contract	Customizations to meet requirements outlined in the current eProcurement contract.	50	17%
DMS Rule	Customizations required by Florida Administrative Code.	29	10%
Audit	Customizations made to address specific findings in Auditor General's formal audits.	10	3%
<b>TOTAL</b>		<b>303</b>	<b>100%</b>

The table below categorizes the customizations by module/application:

<b>MFMP Customizations</b>								
<b>Module</b>	<b>Audit</b>	<b>DMS Rule</b>	<b>Enterprise</b>	<b>FLAIR</b>	<b>Legislative</b>	<b>MFMP Contract</b>	<b>Grand Total</b>	<b>%</b>
VIP			3	1	6	5	15	5%
Analysis		1	3	2	6		12	4%
Sourcing	1	2	6		4	2	15	5%
Buyer	5	18	35	28	29	23	138	45%
Contracts		5	6	2	6	5	24	8%
Invoicing	4	3	21	52	4	15	99	33%
<b>Total</b>	<b>10</b>	<b>29</b>	<b>74</b>	<b>85</b>	<b>55</b>	<b>50</b>	<b>303</b>	<b>100%</b>

The Ariba Suite runs in a technical environment with the following characteristics:

- A Java-based, J2EE application
- Uses the Web Logic application server
- Uses the Apache Web server
- Uses an Oracle 11G back-end database
- Clustered servers for High Availability
- F5 BIG-IP for load balancing and scalability

One of the most critical customizations implemented in the Ariba suite is the interface created to communicate with FLAIR. This is a real-time interface (RTI), executed at different points of on-line Ariba transactions. This interface:

- Leverages Web Services
- Uses Information Builders iWay middleware
- Uses mainframe terminal emulation screen scraping to post data and execute FLAIR transactions and get information from FLAIR

Close coordination with DFS's IT group is necessary.

Additional components created and implemented that relate to the Ariba implementation are:

- 260 batch jobs (either java based, Unix scripts and cron, or Ariba)
- 88 reports (46 of these are ran for each agency, resulting in  $46 * 32 = 1344$  reports).

There are currently 595 catalogs in place in Ariba Buyer, with 324,801 SKUs. The MFMP program uses the Aravo content management system for catalog enablement, and is utilized to load catalogs into the Ariba Buyer application.

#### **b. Vendor Information Portal**

The VIP is a compilation of three functions or subsystems:

- **Vendor Registration System** – system for collecting business, minority, type of services, and location information from vendors that want to sell goods and services to the state. This information is then made available to the Ariba application, to FLAIR, and to the VBS (managed outside of MFMP). This system is accessed and used directly by the vendors. This system is approximately **50%** of the VIP.
- **Billing and Collection System** – system that automates billing and collection processes for the fee associated with MFMP. The system generates billing information, allows input of self-reported payments for billing purposes, sends consolidated billing invoices (CBI), and records fee payments made against billing. This system is approximately **40%** of the VIP.
- **Vendor Performance Tracking System** – system that interfaces with the Ariba application and generates a vendor satisfaction survey when an invoice is created (for those that meet a certain criteria), records the results, and then feeds the results to Buyer to be available for viewing by those making purchases through the MFMP. This system is approximately **10%** of the VIP.

VIP is a custom written application, written in Java. This application was created by the Current Service Provider. This system has the following characteristics:

- Written in Java
- Uses the Java Spring class library
- Uses an Oracle 11G back-end database
- Uses the Spring Source application server, licensed through VM Ware
- Uses the Apache Web server
- Runs in the Sun Solaris operating system
- Clustered servers for High Availability
- F5 Big IP for load balancing and scalability

For purposes of scope, the VIP system includes:

- 88 total web pages
- 55 database tables
- 42 batch jobs
- 5 major interfaces (to Buyer, Analysis, Sourcing, VBS, and FLAIR)
- 7 reports

### **1) Reporting and Batch Jobs**

Production reports are created as practical extraction and report language (PERL) scripts that execute structure query language (SQL) for retrieving data. The data is saved as comma separated value (CSV) delimited files and made available to the agency customers on an FTP site.

Ad-hoc reports are created using Crystal Reports for SLE reporting, requests by DMS for reports, and internal MFMP program reports for managing operations.

Batch jobs are either Java-based with scheduling performed by a custom Java application, Unix scripts scheduled using cron, or Ariba-based.

### **2) Technical Infrastructure**

The technical infrastructure for production, test, and QA processing is housed at the Southwood Shared Resource Center (SSRC) located in the Capital Circle Office Complex (CCOC) in Tallahassee. The SSRC is a certified Tier III facility.

### **3) Disaster Recovery (DR)**

A redundant system for the Ariba Buyer module is in place at a data center facility in Georgia. This facility is a hot-site for MFMP, with data replication taking place real-time for Buyer web, application, and database servers. DR failover testing takes place annually. The RTI between Buyer and FLAIR is also in place from the disaster recovery site.

## **2. How Service is Provided Today**

The Current Service Provider performs application management for the MFMP program as described in Section 4.4.B.1. Additionally, the Current Service Provider performs technical infrastructure maintenance and support. The production, test, and QA systems are housed at the SSRC. The SSRC provides co-location services making available a Tier III raised floor facility, with access to electrical power, the MyFloridaNet statewide



network, and the internet. The SSRC also currently provides a data backup service, backing up production data with a disk-to-disk-to-tape approach, and storing tape backups off-site.

Infrastructure support provided by the Current Service Provider includes:

- Server management including operating system, system utilities, security and operating systems (OS) patches, and monitoring health and availability.
- Oracle DBMS administration as well as business database administration
- Web server and application server support and configuration
- Firewall and other switch support and configuration
- F5 Big IP support and configuration
- Storage management
- Disaster recovery site and replication support

The requirements for this service will reflect that the SSRC will take over management of the technical infrastructure located at this primary data center at the end of this current contract, per section 282.201, F.S.

The current contract called for implementing major Ariba upgrades, and performing hardware refreshes. Having accomplished this, major Ariba upgrades are not anticipated as part of the new contract, and any necessary hardware refresh will be performed by the SSRC.

The list that follows identifies and describes the software, tools, and maintenance that is managed and supported today by the Current Service Provider, plus the disposition of each at the end of the current contract.

The new Service Provider will be responsible for all licensing and software costs. This includes software listed below that will be used going forward, and any software listed below that is available optionally that the new service provider chooses to use, except where noted.

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

**Software, Tools, and Maintenance In Place Today**

<b>Item</b>	<b>Application</b>	<b>Software Name</b>	<b>License &amp; Maintenance Agreement</b>	<b>Description of License/Agreement and Version</b>	<b>Disposition at End of Current Contract</b>
1	Buyer, Sourcing, Analysis	Ariba Buyer, Ariba Analysis for Buyer, Ariba Sourcing	Ariba Software License & Maintenance (Weblogic application server clustering included)	Ariba 9r1 Buyer - purchasing application for MFMP Ariba 9r1 Analysis for Buyer - reporting module for MFMP Ariba 9r1 Sourcing - competitive bidding tool for MFMP	Will be used going forward. Annual license and maintenance cost is \$500,000.00.
2	Oracle RDMBS	Oracle Database Enterprise Edition	Database Software License & Maintenance	Oracle 11G database software used by MFMP Ariba products and MFMP VIP	Will be used going forward. The SSRC will take over Oracle licensing at the end of the current contract, and pay necessary costs.
3	TOAD	Tool for Application Development	Database Management Software License & Maintenance	Database management tool used for application development.	No licenses available at end of contract. Current Service Provider using its existing licenses.
4	iWay	IBI iWay	Integration Software License & Maintenance	Integration software used in the MFMP Buyer to DFS FLAIR interface. Version 6.0.1	Will be used going forward. Estimated annual license cost: \$25,000.00.
5	Crystal Reports	Crystal Reports Server 2008	Reporting Software License & Maintenance	Reporting software leverage to create many MFMP custom ad hoc reports.	No licenses available at end of contract. Current Service Provider using its existing licenses.
6	Aravo	Aravo content management	Catalog Content Management Software Service	Catalog enablement software utilized to manage and load catalogs into the Ariba Buyer application. This is a hosted service.	Available for continued use and support. Estimated annual cost for this hosted service is \$70,000.00.
7	Geotrust SSL Certificates	Secure Sockey Layer Certificates	Security Certificate Fees	SSL Certificates to secure the MFMP applications (Buyer, Sourcing, Analysis, VIP)	Will be used going forward. Annual costs for certificates is \$400.00.

**Software, Tools, and Maintenance In Place Today**

<b>Item</b>	<b>Application</b>	<b>Software Name</b>	<b>License &amp; Maintenance Agreement</b>	<b>Description of License/Agreement and Version</b>	<b>Disposition at End of Current Contract</b>
8	Pivotal	Pivotal eRelationships	Customer and Issue Tracking Software License & Maintenance	MFMP ticket tracking tool for Help desk ticket tracking, bug tracking, and change request tracking. Version 5.7	Available for continued use and support. Estimated annual license and maintenance cost is \$13,000.00.
9	Perforce	Perforce code management	Code Management Software License & Maintenance	Version control code management tool for all MFMP applications.	Available for continued use and support. Estimated annual license and maintenance cost is \$3,700.00.
10	LoadRunner	HP Mercury Load Runner	Load Testing Software License & Maintenance	Performance testing tool utilized to load and stress test MFMP applications. Version 9.5.	Available for continued use and support. Estimated annual license and maintenance cost is \$9,000.00.
11	BAC	HP Business Availability Center (BAC)	Performance Monitoring Software License & Maintenance	Performance monitoring tool used to measure page-to-page response time of key functional processes within MFMP applications.	Available for continued use and support. Estimated annual license and maintenance cost is \$22,500.00.
12	Sitescope	HP Sitescope	Application Monitoring Software License & Maintenance	Monitoring tool used to monitor availability of all sites.	Available for continued use and support. Estimated annual license and maintenance cost is \$9,000.00.
13	Wily	Wily Introscope Workstation	Application Diagnostic Software License & Maintenance	Application diagnostic tool utilized to monitor overall system health (CPU, memory, threads, users, catalog performance, etc) within the MFMP Buyer application.	Available for continued use and support. Estimated annual license and maintenance cost is \$20,000.00.
14	Global Knowledge	Oracle - Global Knowledge Personal Navigator Enterprise Edition	Training Development Software License & Maintenance	MFMP training software. Current contract number: G-3238322	Available for continued use and support. Estimated annual license and maintenance cost is \$27,000.00.

**Software, Tools, and Maintenance In Place Today**

<b>Item</b>	<b>Application</b>	<b>Software Name</b>	<b>License &amp; Maintenance Agreement</b>	<b>Description of License/Agreement and Version</b>	<b>Disposition at End of Current Contract</b>
15	Veritas	Symantec - Veritas - Storage Foundation HA (Volume Manager, VCS & VFS)	Storage Management/Database Failover License & Maintenance	Storage management software that enables MFMP applications to automatically failover to secondary servers in the case of an outage.	Available for continued use and support. Estimated annual license and maintenance cost is \$20,000.00.
16	SpringSource Enterprise	VM Ware - SpringSource application server	Server Clustering and Application Mgmt. Software License & Maint. VIP	Java SpringSource application server/clustering software. Used for VIP applications.	Available for continued use and support. Estimated annual license and maintenance cost is \$15,000.00.
17	Cisco	Cisco network switches (SSRC and project site)	Cisco Network Switch License & Maintenance	Cisco hardware maintenance.	Will be taken over and managed by the SSRC at the end of the current contract.
18	F5	F5 BigIP Load Balancers	Application Load Balancing Software License & Maintenance	Maintenance for load balance hardware used to support MFMP production hardware.	Will be taken over and managed by the SSRC at the end of the current contract.
19	Juniper	Juniper Support (Netscreen NS50)	Juniper/Netscreen Firewall License & Maintenance	Maintenance for Netscreen firewall hardware.	Will be taken over and managed by the SSRC at the end of the current contract.
20	SUN	SUN Solaris	Sun OS/Hardware License & Maintenance	Server operating system (OS) and hardware maintenance.	Will be taken over and managed by the SSRC at the end of the current contract.
21	Terix	Terix Hardware Support	Non-Production Hardware Support	Non-production hardware (Sun, Cisco, and Windows servers) maintenance.	Will be taken over and managed by the SSRC at the end of the current contract.
22	Qualys Guard	Qualys Guard Security Scan	Application & Network Security Scan Device/Software	Application and network security scanning device and software. 90-day subscription renewed for one scan annually.	Available for continued use and support. Estimated cost for a 90-day subscription is \$15,000.00.

The QTS Disaster Recovery site in Georgia is used to host a redundant system for the Buyer module. Although the infrastructure will be managed by the SSRC, the site location is available for continued hosting of the DR infrastructure. Estimated annual cost is \$6,000.00.

### **3. Minimum Requirements**

#### **a. Infrastructure move to the SSRC**

Section 282.201, Florida Statutes, created the State Data Center system, and requires agencies to consolidate infrastructure into primary data centers, and use the managed services of the primary data center. The MFMP infrastructure is currently housed at the SSRC primary data center. Therefore, at the end of the current MFMP outsourcing contract, the law requires that the SSRC provide the infrastructure support services for the MFMP program and systems.

The SSRC will take over ownership of the hardware and its maintenance, including servers, content switches, network switches and firewalls, and storage. The SSRC will be responsible for the health and availability of this equipment, and the operating system and system utilities, Oracle DBMS, web servers, application servers, FTP sites, and storage and backup as well as any restores that are necessary.

The SSRC gets requirements from the agencies (in this case the MFMP program), and implements these requirements in the infrastructure.

Root and system level authority will be available only to the SSRC for servers, databases, and other equipment. Limited exemptions for certain software are made when necessary, depending on the nature of the software. Management of storage and backup will be performed only by the SSRC. Network access requirements for content switches, network switches and firewall will be provided by the MFMP team, and these requirements will be applied by the SSRC. The SSRC makes available a service desk for consistent service request and response activity.

Access rights that are not root or system level will be provided to the Service Provider, including business database rights, for managing the application and monitoring system availability and performance.

The SSRC's services are described as Platform-as-a-Service (PaaS). The SSRC describes this service as follows:

SSRC PaaS management and operational services include, but are not limited to, the following tasks.

- 1) Providing facility space, power, cooling and network cabling
- 2) Hardware procurement, provisioning, installation, repair, administration, maintenance and monitoring
- 3) Hypervisor installation, administration, maintenance and monitoring
- 4) Operating System installation, administration, maintenance and monitoring
- 5) Database installation, physical administration, maintenance and monitoring of all Oracle, SQL Server and MySQL database services
- 6) Network and security administration (excluding application) and monitoring up to the SSRC LAN to DMS DivTel WAN demarcation
- 7) WAN security and audit policy oversight with respect to DMS DivTel WAN equipment in support of SSRC

- 8) Storage and backup administration and monitoring through the Operating System layer
- 9) Provisioning and presentation of all storage through the Operating System layer
- 10) Installation, administration and maintenance of all provisioning, management and monitoring tools from the physical hardware through the Operating System, including Oracle, SQL Server and MySQL database services
- 11) Application installation and patching support as directed by the Customer
- 12) Performance monitoring and reporting through the Operating System and database layer
- 13) Security audit, monitoring and reporting through the Operating System and database layer
- 14) Coordination of PDC Change Management and internal project management activities
- 15) PDC Standards, SOP and matrix of supported infrastructure services and equipment

With the exception of item 1, the SSRC will provide the same service for the Disaster Recovery infrastructure.

**b. VIP Support**

The VIP application is a custom written application. The Department will evaluate the benefits of the vendor performance tracking system and determine whether it is a viable application component to continue. The Department will also evaluate other opportunities for addressing the collection of the transaction fee from vendors doing business with the State. Additionally, the Department of Revenue may be executing a project for establishing a one-stop web application for registration, permits, licensing, etc. for businesses. This new one-stop system would potentially front-end the vendor registration component of VIP. Therefore, the DMS will evaluate the value of moving support of the VIP to state resources after the first contract year. The Cost Proposal for this ITN therefore asks Respondents to separate the pricing for support and maintenance of the VIP application.

**c. Ariba On-Demand**

The Department recognizes the future direction of Ariba providing greater focus and attention on their on-demand solution, therefore the Department plans to evaluate the effort and benefits associated with preparing and moving Florida implementation to the On-Demand platform during the life of the contract.

**d. Service Provider Responsibilities**

The Service Provider will be responsible for application management and support, and working directly with the SSRC as they manage the infrastructure and provide managed services, to ensure well-performing and available business systems for MFMP users and operational support systems for MFMP program resources and DMS staff. The Service Provider shall be responsible for all software licensing costs (including Ariba eProcurement Suite) and shall identify pricing for each license in **FORM 9** - Cost Proposal.

The existing contract is the original contract, and has included Ariba implementation, many customizations, complex interface development, on-boarding of 33 agencies, major upgrades from Ariba, complete hardware refresh, and the development and rollout of Vendor Registration, Billing and Collection, and Vendor Performance Tracking systems. The technical implementation is now established, and this level of activity is not planned for the future. Any significant modifications will be negotiated and priced separately with the Service Provider in the future.

<b>Application Management Requirements (Apps)</b>	
<b>No.</b>	<b>Requirement</b>
<b>Apps-001</b>	Provide support and maintenance for the Ariba Suite (Buyer, Analysis, and Sourcing) and its customizations, interfaces, batch jobs, and reports, ensuring adequate performance and accurate processing. Includes applying application patches (for security and bug fixes) in a timely manner and implementing enhancements to the current version as they become available. (The Ariba application went through a major upgrade to Buyer 9r1 in the third quarter of 2011, along with hardware upgrades. A major upgrade is not planned in the new Contract.)
<b>Apps-002</b>	Provide support and maintenance for the VIP applications. Support of this application may be removed from this contract after the first year and moved to internal State resources.
<b>Apps-003</b>	The Service Provider will maintain a development environment at their physical site, to include the necessary software tools and hardware, to support, maintain, and enhance the Ariba suite, the VIP applications, and any other systems used in the operations of the MFMP program, the monitoring of system health and availability, and the monitoring of system transactions to verify successful completion of these transactions.
<b>Apps-004</b>	Monitor performance of all applications to ensure a positive user experience by all users of the MFMP applications.
<b>Apps-005</b>	Monitor all production batch jobs and system processes, ensuring successful completion and accurate processing.
<b>Apps-006</b>	Monitor all production report generation, ensuring successful completion and accurate report results.
<b>Apps-007</b>	Monitor the FLAIR interface and related system logs to ensure successful transactions and accurate information, working closely with DFS on any and all issues.
<b>Apps-008</b>	Maintain up-to-date, adequate system documentation, documenting applications specifics, architecture information, and configuration.
<b>Apps-009</b>	Maintain a positive relationship with the SSRC and work collaboratively with the SSRC to ensure proper performance and availability of all MFMP program systems.
<b>Apps-010</b>	Ensure a disaster recovery capability and maintain a Disaster Recovery plan that outlines steps to fail over production processing for Ariba Buyer to the DR site, and steps to recover from a disaster and move processing successfully back to the SSRC.
<b>Apps-011</b>	Evaluate the Disaster recovery plan and make recommendations to include the VIP.
<b>Apps-012</b>	Test the Disaster Recovery plan once per year, and deliver the results to the DMS Chief Information Officer.



<b>Application Management Requirements (Apps)</b>	
<b>No.</b>	<b>Requirement</b>
<b>Apps-013</b>	Provide maintenance and support for all applications used internally (within the MFMP program) to automate and support MFMP operations, which might include IVR system, help desk software, ticket tracking system, system monitoring applications, training development applications, bug tracking applications, etc.
<b>Apps-014</b>	Perform Tier 3 support for help desk and trouble tickets involving data issues or application processing.
<b>Apps-015</b>	Assist with research and problem resolution to finance and accounting discrepancies between Ariba information and the state's FLAIR system.
<b>Apps-016</b>	Assist with catalog additions, changes, and deletions as necessary.
<b>Apps-017</b>	Assist with incorporating any documents or data into the Ariba and VIP applications that may require developer or technical assistance.
<b>Apps-018</b>	Load data feeds from external sources like FLAIR into the Analysis module for reporting and analytics.
<b>Apps-019</b>	Ensure fulfillment of production and ad-hoc report requests.
<b>Apps-020</b>	Respond to minor customization requests for VIP and Ariba due to rule changes, statute changes, FLAIR changes, or enterprise processing changes.
<b>Apps-021</b>	Directly interface and work closely with any other vendor contracted to interface with or make changes directly to the Ariba suite or VIP application. DMS reserves the right to contract with a different vendor for more substantial system changes that require additional costs, if it is in the best interest of the state.
<b>Apps-022</b>	Comply with Florida Information Technology Resource Security Policies and Standards (Chapter 71A-1, Florida Administrative Code.)
<b>Apps-023</b>	Comply with s. 508 of the Rehabilitation Act of 1973, as amended, and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."
<b>Apps-024</b>	Establish a system fix/change review process with the Department for reviewing and prioritizing system development efforts.
<b>Apps-025</b>	Prepare design documentation and estimates for change requests submitted by the Department.
<b>Apps-026</b>	For Severity 2 System Outages – response time during business hours.
<b>Apps-027</b>	A root cause analysis report shall be provided to the Department within three business days of any system outage.

#### **4. Service Level Expectations**

The Department recognizes that a significant part of system availability responsibility lies with the SSRC. Therefore, the Service Provider will be held accountable for service level expectations only to the extent that it has control and ownership of technical components and services. This includes appropriate planning and recommendations for sizing, configuration, and capacity.

Service Level Expectations (SLE)				
No.	Description	Expectation	Duration	Amount at Risk
<b>SLE-003</b>	System availability for Ariba and VIP applications.	>= 99% of scheduled availability	Monthly	\$5,000 per percentage point, or fraction thereof, less than 99%
<b>SLE-004</b>	Severity 1 System Outage – response time during business hours	>= 100% within 30 minutes	Monthly	\$10,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-005</b>	Severity 1 System Outage – response time during non-business hours	>= 100% within 60 minutes	Monthly	\$5,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-006</b>	Severity 1 System Outage – resolution time. For issues not resolved in 4 hours status updates must be provided every 2 hours until resolved.	>=95% within 4 hours >= 100% within 8 hours	Monthly	\$5,000 per percentage point, or fraction thereof, less than 95% \$10,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-007</b>	Severity 2 System Outage – response time during business hours	>=100% within 30 minutes	Monthly	\$5,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-008</b>	Severity 2 System Outage – response time during non-business hours	>= 100% within 60 minutes	Monthly	\$5,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-009</b>	Severity 2 System Outage – resolution time. For issues not resolved in 1 business day status updates must be provided every 4 hours until resolved.	>=95% within 1 business day >=100% within 2 business days	Monthly	\$2,500 per percentage point, or fraction thereof, less than 95% \$5,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-010</b>	Application Response Time – during business hours for Ariba Buyer, VIP and Sourcing	Average <= 1 seconds between clicks on the application web pages	Monthly, but measured daily	\$500 per second, or fraction thereof, over 5

<b>Service Level Expectations (SLE)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Duration</b>	<b>Amount at Risk</b>
<b>SLE-011</b>	Critical priority system fixes or modifications	100% within 7 business days	Monthly	\$6,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-012</b>	High priority system fixes or modifications	50% within 1 month 100% within 2 months	Monthly	\$4,000 per percentage point, or fraction thereof, less than 50% \$2,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-013</b>	Medium priority system fixes or modifications	50% within 2 month 100% within 4 months	Monthly	\$3,000 per percentage point, or fraction thereof, less than 50% \$1,000 per percentage point, or fraction thereof, less than 100%
<b>SLE-014</b>	Low priority system fixes or modifications	50% within 3 month 100% within 6 months	Monthly	\$1,000 per percentage point, or fraction thereof, less than 50% \$500 per percentage point, or fraction thereof, less than 100%
<b>SLE-015</b>	Monthly Operational data updates approved by the 10th of the month	$\geq 80\%$ by end of month $\geq 100\%$ by 10 <sup>th</sup> of following month	Monthly	\$1,000 per percentage point, or fraction thereof, less than 80% \$500 per percentage point, or fraction thereof, less than 100%
<b>SLE-016</b>	Complex report creation and delivery.	Within twenty (20) business days	Monthly	\$500 per day for each calendar day past the due date that a report is not received.

<b>Service Level Expectations (SLE)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Duration</b>	<b>Amount at Risk</b>
<b>SLE-017</b>	Tier 3 Ticket Resolution	100% of tickets escalated for Tier 2 support will be resolved or escalated to Tier 3 or DMS within three business days 100% of tickets escalated for Tier 2 support that are identified as system issues will be logged and categorized as critical, high, medium, or low system issues within one week.	Monthly	\$2,500 per percentage point, or fraction thereof, less than 100%
<b>The following SLEs are tied to core business functions of the application. If the business function does not work the Service provider will manually intervene to keep the service level indicated below.</b>				
<b>SLE-018</b>	Purchase orders, including those failing electronic delivery, must be issued within the specified time.	99% of purchase orders approved will be issued to the vendor by the close of the following business day. 100% approved and failed orders issued to the vendor within 3 business days	Monthly	\$5,000 per percentage point, or fraction thereof, less than 99%
<b>SLE-019</b>	Invoices, including those e-invoices not matched to a purchase order must be distributed to the impacted customers for review within the specified time	99% invoices will be matched within 2 business days. 100% of those that fail will be distributed to the impacted customer within 5 business days.	Monthly	\$5,000 per percentage point, or fraction thereof, less than 99% within 2 days. \$2,500 per percentage point, or fraction thereof, less than 100% within 5 days

Service Level Expectations (SLE)				
No.	Description	Expectation	Duration	Amount at Risk
SLE-020	FLAIR encumbrances and payment transactions processed	For FLAIR encumbrance and payment transactions that do not process successfully through FLAIR because of system-related issues (versus issues for which the user is responsible, such as password expirations), Resolve 95% of the failed transactions through manual intervention within 2 business days and 100% within 5 business days	Monthly	\$5,000 per percentage point, or fraction thereof, less than 95% within 2 business days \$2,500 per percentage point, or fraction thereof, less than 100% within 5 business days
SLE-021	Payment posting from FLAIR	95% of all payment transactions returned from Central FLAIR will be posted against the corresponding MFMP Invoice Reconciliation within 1 Business Day , and 100% will be posted against the corresponding MFMP Invoice Reconciliation within 5 business days	Monthly	\$5,000 per percentage point, or fraction thereof, less than 95% within 1 business day \$2,500 per percentage point, or fraction thereof, less than 100% 5 business days
SLE-022	MFMP Payment records must reconcile with FLAIR payment records	99% of transactions reconcile	Monthly	\$5,000 per percentage point, or fraction thereof, less than 99%

**C. BUYER MANAGEMENT**

**1. Description**

Buyer Management is a group that provides support directly to the buyers utilizing MFMP. This includes cabinet agencies and executive branch agencies. This group supports the agencies in their use of all the Ariba applications and the MFMP program. This group assists the agencies in understanding the capabilities of the system, and how to leverage the system to get the most from the full procure-to-pay functionality of MFMP.

The Buyer Management group is responsible for:

- 2 **Tier 2 Support** – When the help desk (Tier 1) cannot resolve an issue involving an agency customer, the issue will get escalated to the Buyer Management group as Tier 2. Tier 2 support may involve researching issues, troubleshooting problems, coordinating resolution activities with other groups, and ensuring a resolution. When necessary, the Buyer

Management group can escalate the issue to Tier 3 (Applications Management), while still tracking the issue to resolution.

- 3 **Training** – This could be quick hit training over the phone when needed, or planning and organizing training on a broader scale. The group will be responsible for creating new training materials when needed, and maintaining and updating current training materials.
- 4 **Communication** – An important aspect of Buyer Management is ensuring that the agency customers are well informed on any matters relating to the MFMP program, and matters relating to agency issues and needs. Communication will include –
  - Changes or updates about the vendor community
  - Known issues agencies should be aware of
  - System release notes
  - Hot topics
  - Agency specific information about failed processing or processes that needed assistance
  - Meeting notes
- 5 **Liaison Role** – Buyer Management will act as liaison for the agency customers to assist and follow-up with issues being investigated and projects being performed that relate to one or more agencies. This group will assist agencies in designing work and approval flow modifications and in understanding and communicating new report requests.
- 6 **Statewide Meeting Preparation and Participation** – The Buyer Management group will provide necessary materials in preparation for statewide meetings pertaining to MFMP and participate in the meetings as requested by DMS.

## 2. How Service is Provided Today

The Current Service Provider performs Buyer Management functions as part of their customer service desk. These functions include those as described in section 4.4.C.1.

Buyer Management In Place Today	
Function	How Service is Performed Today
Tier 2 Support	<p>The customer service desk reviews and troubleshoots customer issues. If they are not able to resolve the issue within three business days, the tracking ticket is escalated to Tier 2 which is Production and Technical Support team.</p>
Training	<p>Current Service Provider creates training modules in an automated training program with features that allow customers to test their level of knowledge. The Current Service Provider assists DMS with new or technical portions of the training presentations for Webinars, seminars, and workshops. The Current Service Provider trains the Department and state agencies as necessary.</p> <p>The Current Service Provider maintains a non-production environment for each application with simulation software that allows customers to test their knowledge. The Current Service Provider provides technical information for all trainings.</p> <p>The Current Service Provider leads and facilitates some training demonstrations.</p>
Communications	<p>The Department maintains and provides a distribution list of customer contacts. MFMP uses the distribution list to communicate regular and impromptu messages such as:</p> <ul style="list-style-type: none"> <li>• Vendor inactivation (vendors scheduled for inactivation along with their respective purchase orders)</li> <li>• Hot topics or critical information</li> <li>• A list of vendors with invalid data (list of vendors with invalid email or fax numbers)</li> <li>• System release notes</li> <li>• Failed POs (lets agency customers know that orders failed the automated order process, generally due to bad e-mail address or fax number)</li> <li>• Forced orders (communicates failed POs that were manually sent to an alternate fax or email address)</li> <li>• Agency Open Ticket Report</li> <li>• Known Issues List (known issues with MFMP and the temporary fix for customers)</li> <li>• Unmatched invoices (identifies electronic invoices received through the Ariba Network where the purchase order information is missing)</li> <li>• Meeting summaries or minutes for meetings.</li> </ul>

<b>Buyer Management In Place Today</b>	
<b>Function</b>	<b>How Service is Performed Today</b>
Agency Liaison	<p>The Current Service Provider attends agency meetings to answer system questions, provide support, and complete the agency meeting minutes. The Current Service Provider assigns a point person as the point of contact for special projects with agency customers. The point person documents the project and provides information and deliverables as needed.</p> <p>The Current Service Provider assists the agency with reporting needs.</p> <p>The Current Service Provider participates in, and assists with, statewide MFMP-related meetings.</p> <p>The Current Service Provider supports roll-out of MFMP with new and existing agencies.</p>

### 3. Minimum Requirements

The Service Provider will be responsible for maintaining Buyer Management to assist all buyers using MFMP and perform services as outlined in Section 4.4.C.1. This Buyer Management will provide for tier 2 support, training, communication, liaison activities, and meeting preparation and participation. The Service Provider shall provide all services specified in this ITN.

<b>Buyer Management Requirements (BM)</b>	
<b>No.</b>	<b>Requirement</b>
<b>BM-001</b>	The Service Provider will establish and maintain a relationship with each agency customer that uses MFMP, providing support to the customer as described in section 4.4.C.1.
<b>BM-002</b>	The Department holds meetings with agencies on a regular basis, with the intent of meeting directly with every agency at least once per year to gather input and share information. The Service Provider shall support, provide materials for, and participate in these meetings. The Service Provider shall assist with developing presentation materials, present on specific topics as requested, provide administrative support during the meetings, record and distribute meeting minutes, follow-up on technical issues that are raised, assist in answering questions, etc. Meeting minutes shall include a list and description of all action items and deliverables, responsible party, and projected delivery dates if identified.
<b>BM-003</b>	DMS holds periodic Change Review Board (CRB) meetings, when deemed necessary, with State Agencies. The CRB prioritizes Change Requests (CR) submitted by Customers. The Service Provider shall participate in these meetings, and assist with developing presentation materials, present on specific topics as requested, provide administrative support during the meetings, record and distribute meeting minutes, follow up on technical issues that are raised, answer questions. Meeting minutes shall include a list and description of all action items and deliverables, responsible party, and projected delivery dates if identified.



<b>BM-004</b>	The Department holds a quarterly Customer Round Table meeting, which includes purchasing contacts and Finance & Accounting (F&A) contacts from all agencies. Topics are generally latest system modifications, current issues, upcoming events that may impact agencies, and other topics of interest. The Service Provider shall assist with developing presentation materials, attend the meetings, present some topics as necessary and provide administrative support during the meetings, record and distribute meeting minutes, follow up on technical issues that are raised, answer questions. Meeting minutes shall include a list and description of all action items and deliverables, responsible party, and projected delivery dates if identified.
<b>BM-005</b>	The Service Provider shall prepare and deliver timely communications to agency customers concerning: <ul style="list-style-type: none"> <li>• Changes or updates about the vendor community</li> <li>• Known issues agencies should be aware of</li> <li>• System release notes</li> <li>• Hot topics of interest</li> <li>• Agency specific information about success or failure of purchase and invoice activities and system processes</li> <li>• Meeting minutes</li> </ul> as they pertain to the MFMP program. In doing so, the Service Provider shall solicit input from the Department, send final draft to the Department for review, and obtain approval from the Department prior to release.
<b>BM-006</b>	The Service Provider staff should include a qualified chief learning officer to develop MFMP training curriculum for use with all MFMP customers. The Department identifies the training needs, goals, and deadlines for the training program, and the Department agency staff may assist in training delivery; however, the Service Provider develops curriculum and content that aligns with the Department's objectives. Training tools will include customer manuals and job aids, and PowerPoint presentations.
<b>BM-007</b>	The Service Provider shall develop (as requested), update, and maintain all training and outreach material associated with buyer activities, located on the Department's website or otherwise distributed to Customers.
<b>BM-008</b>	The Service Provider shall respond to report requests made by the Department or Customers. The Service Provider will work with the requestor to develop an understanding of the requestor's need, and then translate the need to the Applications Management team or other group fulfilling the request. The Service Provider shall acknowledge report requests within one (1) business day and shall provide an expected timeline for next steps. Fulfillment of ad-hoc report requests shall not take longer than 30 days from the date of the request.
<b>BM-009</b>	The Service Provider shall respond to work/approval flow change requests made by Customers. The Service Provider will work with the requestor to understand the request and gather the required information to provide to the Applications Management team. The Service Provider shall acknowledge these requests within one (1) business day and shall provide an expected timeline for next steps.
<b>BM-010</b>	The Service Provider shall, upon request, provide designated Department staff with training, at the Department's or Service Provider's facilities, regarding the functionality of the eProcurement system.

<b>BM-011</b>	All agencies are currently using MFMP except the Department of Agriculture and Consumer Services (DOACS), which has been granted an exception. However, some agencies need to expand their use of MFMP, and some smaller entities such as commissions that are not using MFMP may elect to begin using it. The Service Provider shall perform all necessary tasks to on-board these entities or any new agencies created, including the DOACS, should they elect to do so, and to expand the use of MFMP for existing agency customers. This includes, but is not limited to, establishing configuration for use, implementing accounting information, designing and implementing work and approval flows, setting up users, and training the users.
4. <b>S</b> <b>e</b> <b>r</b> <b>v</b> <b>i</b> <b>c</b> <b>e</b>  <b>L</b>	<b>BM-012</b>  In effort to increase MFMP full cycle utilization, the Service Provider shall measure and report agency usage. This shall include developing reports and action plans to increase agency use of MFMP. The Service Provider will, with support from the Department, conduct working sessions with agency purchasing and finance and accounting staff. Service Provider shall follow up on any action items from the meetings including but not limited to offering additional training and workflow reviews and updates. If during the life of the Contract at the direction of the Department, the Service Provider will develop and produce reports and action plans to assist the agencies with meeting requirements to use MFMP.

**Level Expectations**

<b>Service Level Expectations (SLE)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Amount at Risk</b>
<b>SLE-023</b>	Workflow updates must be applied to system within the specified timeframe. No more than 10 a month will be approved.	100% of approved workflow updates will be applied to the system within 21 days of the Department's approval. Files and workflow diagrams must be shared with the Department once implemented.	Monthly	\$500 per percentage point, or fraction thereof, less than 100%

**D. VENDOR AND SOURCING MANAGEMENT**

**1. Description**

This service includes a group that will provide support for vendors in their use of the MFMP program and tools for doing business with the State. This group will also provide Sourcing application support to help the State achieve goals of better strategic sourcing statewide. This service includes:

- **Vendor Support** – The Service Provider will support vendors in their ability to successfully position themselves to do business with the State. This includes performing proactive communications of events, issues, and changes that may impact vendors' interaction with MFMP or the business they do with the State and providing assistance in using the VIP for registration and information updates. This service also includes making vendor-targeted training available to the vendors, assisting in troubleshooting issues raised by vendors, and steering vendor behavior to align with the goals and objectives of the MFMP program.

- **Training** - This could be quick hit training over the phone with a vendor when needed, or planning, organizing, and delivering training to a broader audience. The group will be responsible for creating new training materials when needed, and maintaining and updating current training materials.
- **Steering Vendor Behavior** – The service provider will assist vendors with Ariba Supplier Network registration and use when necessary and assist the Department in driving greater use of the Ariba Supplier Network for electronic processing.
- **Sourcing Support** – The Service Provider will assist the Department's Division of State Purchasing with strategic sourcing events, leading and ensuring full and appropriate use of the Sourcing application and assisting vendors with their interaction and full use of the Sourcing application and other tools used for the sourcing events. The Service Provider will also provide system training and training materials for effective sourcing using the Sourcing application and directly train staff in State Purchasing. The Service Provider will provide application support to all Sourcing users as the Department expands the use of the Sourcing application to other agencies and any other entities identified by the Department during the Contract term.
- **Tier 2 Support** – The Service Provider will train help desk personnel to address many of the support calls from vendors and agencies as they relate to the VIP, Sourcing, and catalog use. However, when issues go beyond the ability of the help desk (Tier 1) to handle, the issues will be escalated to the Vendor and Sourcing Management team as Tier 2. Tier 2 support may involve researching issues, troubleshooting problems, coordinating resolution activities with other groups, and ensuring and documenting resolutions. When necessary, the Vendor and Sourcing Management group can escalate the issue to Tier 3 (Applications Management), while still tracking the issue to resolution.

## 2. How Service is Provided Today

The Current Service Provider performs Vendor and Sourcing Management functions as part of their customer service desk.

Support Services In Place Today	
Function	How Service is Performed today
Tier 2 Support	The customer service desk reviews and troubleshoots customer issues. If they are not able to resolve the issue within three business days, the tracking ticket is escalated to Tier 2 which is the Production and Technical Support team.
Training	<p>The Current Service Provider creates training in an automated training program with features that allow customers to test their level of knowledge. The Current Service Provider assists DMS with new or technical portions of the training presentations for Webinars, seminars, and workshops. The Current Service Provider trains the Department and state agencies and vendors as necessary.</p> <p>The Current Service Provider maintains a non production environments for each application with simulation software that allows agency customers to test their knowledge about the sourcing application. The current provider provides technical information for all trainings.</p> <p>The Current Service Provider leads and facilitates training demonstrations.</p>
Communications	Communications include ensuring that the vendor customers are well informed on matters affecting State vendors. The Current Service Provider provides a knowledge base for Tier 1 to assist Customers.
Strategic Sourcing	<p>The Current Service Provider provides:</p> <ul style="list-style-type: none"> <li>• Training development and delivery</li> <li>• Consulting support for strategic sourcing events - reviews templates and recommend best practices in the Sourcing application</li> <li>• Liaison relationship with agencies</li> <li>• Tracking of strategic sourcing savings</li> </ul>

### 3. Minimum Requirements

The Service Provider will provide support for vendors in their use of the MFMP program and tools for doing business with the State. The Service Provider will provide sourcing support to help the State achieve goals of better strategic sourcing statewide.

<b>Vendor and Sourcing Management Requirements (VS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>VS-001</b>	The Service Provider will provide support to vendors in their use of, and adherence to, the MFMP program. This includes assistance in the use of the VIP system, registering as a MFMP vendor, and updating their registration information.
<b>VS-002</b>	The Service Provider will perform proactive communications of events, issues, and changes that may impact the vendors' interaction with MFMP or the business they do with the State.
<b>VS-003</b>	The Service Provider will provide vendor-targeted training. This could be quick training over the phone with a vendor when needed, or planning, organizing, and delivering training to a broader audience. The group will be responsible for creating new training materials when needed, and maintaining and updating current training materials.
<b>VS-004</b>	The Service Provider will assist vendors with Ariba Supplier Network use and registration when necessary. The Service Provider will support and assist the agency in driving greater use of the Ariba Supplier Network for greater electronic processing.
<b>VS-005</b>	The Service Provider will assist the Department's Division of State Purchasing with strategic sourcing events, leading and ensuring full and appropriate use of the Sourcing application and assisting vendors with their interaction and full use of the Sourcing application and other tools used for the sourcing events.
<b>VS-006</b>	The Service Provider will provide direct sourcing application training to Division of State Purchasing staff in the Department.
<b>VS-007</b>	The Service Provider will act as Tier 2 support for matters relating to vendor registration and information maintenance, use of the Ariba Supplier Network and Sourcing application use and strategic sourcing events.
<b>VS-008</b>	The Service Provider will provide timely application support to agencies or other entities using the Sourcing application.
<b>VS-009</b>	Produce and maintain sourcing reports, including but not limited to: <ul style="list-style-type: none"> <li>• A weekly Sourcing status report – including all key information about all active projects in Ariba Sourcing for DMS leadership.</li> <li>• Contracts report – summary of all current contracts in Sourcing</li> <li>• Sourcing summary report</li> <li>• Detailed category status report</li> <li>• Event Activity Report – recording activities of current open solicitations</li> <li>• Report identifying what contracts are scheduled to expire in the next 180 days</li> <li>• Cycle time report showing all projects and how many days were spend in the phases of the contract</li> <li>• Overdue task report – showing overdue tasks in Sourcing</li> <li>• Contracts by Phase Report</li> <li>• Sourcing Library Report</li> <li>• Savings Report</li> </ul>

#### 4. Service Level Expectations

None identified for this service area.

### E. CATALOG MANAGEMENT

#### 1. Description

This service includes a group and application provides catalog enablement to help the State make greater use of catalogs for more efficient and accurate purchasing. The Department is contemplating implementing public facing catalogs to enable more and easier purchasing and use of state contracts by OEUs in the State. Therefore, depending on the outcome of a project to implement public facing catalogs, the Department recognizes that this service may be separated from the Contract after the first year.

This service includes:

- **Catalog Support** – The Service Provider will provide end-to-end, on-line catalog development, implementation, and maintenance. The Department realizes the benefits from using on-line catalogs for more efficient and accurate purchasing. This includes punch-out catalogs and Ariba-implemented catalogs. The Service Provider will use a proven and effective methodology, work directly with the vendor to gather appropriate catalog data, normalize and implement the catalog (or establish connectivity to the punch-out) and stage for testing, test for accuracy and completeness, and make the catalogs available for use in MFMP. The Service Provider will maintain a process for getting catalog updates from the vendor and refreshing the catalogs. The MFMP program currently uses Aravo for catalog content management. This catalog enablement system is a hosted service, and the Service Provider may continue using this for catalog management. The Department is also planning to implement public facing catalogs for use by OEUs of State Term Contracts. When this takes place, the Service Provider will support catalog implementation and maintenance in the new approach.
- **Tier 2 Support** – When catalog-related issues go beyond the ability of the help desk (Tier 1) to handle, they will be escalated to the Catalog Management team as Tier 2. Tier 2 support may involve researching issues, troubleshooting problems, coordinating resolution activities with other groups, and ensuring and documenting resolutions. When necessary, the Catalog Management group can escalate the issue to Tier 3 (Applications Management), while still tracking the issue to resolution.

## 2. How Service is Provided Today

The Current Service Provider performs Catalog Management functions as part of its Customer Service Desk.

Support Services In Place Today	
Function	How Service is Performed today
Tier 2 Support	The customer service desk reviews and troubleshoots customer issues. If they are not able to resolve the issue within three business days, the tracking ticket is escalated to Tier 2, which is Production and Technical Support team.
Catalog Implementation	<p>The Current Service Provider works with the vendors and state agencies to implement catalogs into MFMP.</p> <ul style="list-style-type: none"><li>• Facilitates line item catalog implementation by establishing account for vendor and ensuring timely review by the agency contract manager. Aravo catalog content management system is used. The catalog management tool routes the vendor documents electronically to the Contract Manager for approval. Upon approval it integrates to MFMP.</li><li>• Provides on-going catalog support, refresh and maintenance for all State Term Contracts/Agreements issued and/or maintained by the Department.</li></ul>

## 3. Minimum Requirements

The Service Provider will be responsible for end-to-end, on-line catalog development, implementation, and maintenance.

The Department recognizes the need to expand catalog availability to other entities in the state to be able to capture detail spend information associated with state contracts and create a better purchasing experience for contract users. The Department intends to evaluate options for broader catalog use. Therefore, depending on the outcome of a project to implement public facing catalogs, the Department recognizes that this service may be separated from this Contract after the first year, and should be priced separately by Respondents.

Catalog Management Requirements (CM)	
No.	Requirement
CM-001	The Service Provider will provide end-to-end, on-line catalog development, implementation, and maintenance. This includes establishing punch-out catalogs and Ariba-implemented catalogs. The Department plans to grow the number of sourcing events performed, and increase the number of catalogs in place. The Service Provider will use a proven and effective methodology, work directly with the vendor to gather appropriate catalog data, normalize and implement the catalog (or establish connectivity to the punch-out) and stage it for testing, test for accuracy and completeness, and make available for use. The Service Provider will receive updates from the vendors as they become available, and refresh the catalogs.
CM-002	The Department intends to implement public facing catalogs in the near future to allow OEUs to use the catalogs associated with statewide agreements. When this takes place, and if this service remains with the new Service Provider, the Service Provider will support catalog implementation and maintenance in the new approach.
CM-003	The Service Provider will participate and lead monthly catalog forecast meetings with the Department.
CM-004	The Service Provider will participate in catalog strategy sessions as requested by the Department.
CM-005	If a request for contract extension has not been provided by the Department, the Service Provider will provide notification to the Department 72 hours prior to a statewide agreement contract expiring in MFMP.
CM-006	The Service Provider will act as Tier 2 support for matters relating to development and implementation of catalogs.
CM-007	The Service Provider shall also provide a mechanism to audit punch-out pricing not maintained in the Aravo module.

#### 4. Service Level Expectations

Service Level Expectations (SLE)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
SLE-024	Timely catalog implementation and updates	100% of approved catalogs and catalog changes will be implemented within 5 business days	Monthly	\$2,500 per percentage point, or fraction thereof, less than 100%

## F. HELP DESK MANAGEMENT

### 1. Description

The help desk acts as Tier 1 support, documenting each Customer interaction through a case management system, which creates tickets or incidents. The Service Provider will ensure a case management system is in place to document all interaction, and the Service Provider will manage all interactions through completion. The help desk assists DMS, agencies, and vendors with resources and technical issues. The help desk maintains a repository of information (including



training materials, job aids, articles, etc.) that a customer service representative (CSR) can access and use to provide consistent, helpful answers to customers. The help desk uses available resources to provide:

- On-line help desk communications
- Procurement system transition support
- Response to customer inquiries and problems
- Problem escalation and resolution
- Customer tracking and reporting

MFMP provides customers three primary means for contacting the help desk: voice, e-mail, and fax. A toll free telephone number supports voice, and a toll line provides access to fax. Voicemail is made available for after hours and during high demand.

The MFMP help desk has responded to over 27,000 customer inquiries in Fiscal Year10-11. Below provides details regarding the customer inquiries received by the help desk in Fiscal Year 10-11.

Help Desk Calls – FY10-11		
Call Types	Number of Calls	%
VIP	16,928	61.60%
Billing and Collections	4,709	17.14%
Ariba Modules	4,209	15.32%
VBS	1,008	3.67%
FLAIR Integration/Interfaces	470	1.71%
MarketView Related	142	0.52%
<b>Total</b>	27,480	100.00%

The majority of the calls received concerned vendor registration issues and billing and collection questions.

The following highlights some of the general categories of calls and inquiries that the help desk receives:

- **Functional** - For vendors, functional issues are those questions that can range from how a vendor registers their information in the MFMP procurement system to helping vendors in doing business with the State of Florida using the vendor-related MFMP system components (i.e., eQuote, Sourcing, Ariba Supplier Network, Billing & Collections, etc.). For buyers, functional issues can range from questions about the various MFMP system components (e.g., Buyer, Contracts, Invoicing, Sourcing, Billing and Collections) to questions about vendor registration, as there are times when agencies assist vendors with this process.
- **Technical** - Technical issues include those questions that the vendors and buyers may raise pertaining to the compatibility of their hardware or software operating systems or problems with the MFMP system.
- **Vendor** - Vendor issues include questions that directly relate to who, what, when, where, and why a vendor would register. Vendor issues also include aiding vendors in doing business with the State in the MFMP system.
- **Policy and Legal** - Policy and legal issues are those questions that relate to a variety of different topics from policies and procedures to statute and rule compliance. Most questions in this category will be escalated to the appropriate state resource for resolution.

- **Training** - Training issues are those questions that relate to an individual asking general training questions, registering for an upcoming training event, or requesting training materials or information.
- **Problem Management** – The problem management process for MFMP utilizes a three-tier support structure with proper escalation to resolve problems that are more complex. The help desk performs Tier 1 problem resolution. Below is a general description of each tier. The intent is to resolve inquiries and issues at the lowest possible tier.

<b>Three Tier Problem Management Structure in MFMP</b>		
<b>Tier</b>	<b>Provided by</b>	<b>Responsibilities</b>
1	<ul style="list-style-type: none"> <li>• Help Desk Management</li> </ul>	Provide support to MFMP Customers, including initial troubleshooting. Escalate when necessary. Perform case management processes and track all issues to completion. Perform status communication to Customers.
2	<ul style="list-style-type: none"> <li>• Buyer Management</li> <li>• Vendor and Sourcing Management</li> <li>• Catalog Management</li> <li>• Billing and Collections Management</li> </ul>	Perform more in-depth troubleshooting on complex Customer issues, including transaction analysis and FLAIR integration analysis. Escalate when necessary.
3	<ul style="list-style-type: none"> <li>• Applications Management</li> </ul>	Investigate system issues and identify system defects. Resolve architecture issues, system or application engineering issues, and integration issues. When necessary, escalate to application or hardware vendors.

a. **Case Tracking**

The help desk monitors all cases or tickets it creates through its interactions with customers. Ticket statuses include open, assigned, escalated, bug/fix, change request, and closed. The monitors tickets daily and ensures tickets are being properly worked, properly categorized, and have the appropriate status. The help desk ensures Customers are aware of the status of tickets, and performs regular follow-ups. Statistics are reported to DMS management on weekly basis.

The help desk distributes an “Agency Open Ticket Report” to agencies weekly. This is intended to keep agencies informed and to ensure their awareness of tickets that are currently awaiting a response from a user at the agency.

b. **Interactive Voice Response (IVR) system**

The help desk includes the use of an IVR system for handling and appropriately routing calls. (The current IVR solution is a hosted system with MCI.)

Customer contacts are automatically routed to appropriate CSR based on the CSR's availability as well as the the CSR's functional area of focus (i.e., whether the CSR is focused on addressing buyer questions, vendor questions, or transaction fee reporting questions). The IVR system configuration and scripting should be optimized to minimize the need for CSR contact.

## 2. How Service is Provided Today

The Current Service Provider performs help desk functions as described in the section 4.4.F.1. The current help desk is called the Customer Service Desk (CSD). DMS copies the CSD on all broad-based e-mail communications it distributes to buyers or vendors. Having access to the content of these communication materials provides the CSD team members with the opportunity to be aware of the project-related information that buyers and vendors receive, as well as provide responses that are consistent with messages provided to Customers by the Department. Typically, the CSD assists with the distribution of messages related to system functionality, including transaction-specific messages (e.g., explaining an action that a user needs to take on a specific transaction). The CSD assists the Customers with minor technical or system questions. The CSD provides resources as required for the issues and assists agency customers through MFMP transactions and reporting issues. For the vendor community, the CSD provides the similar technical assistance for vendors in the VIP system with registering, updating registrations or viewing e-statements for billing and answering questions about fee processing.

### a. Case Tracking

Today, all CSD contacts are entered into the case management tool “Pivotal” for incident tracking. Customer contacts that do not apply to MFMP will also be entered into Pivotal and escalated to the appropriate help desk resource or outside resource (e.g., DMS Legal) for resolution.

The CSD uses different categories for classifying all Customer contact activities and escalating them to the appropriate project resource (Tier 1, Tier 2 / supervisor support, Tier 3, or outside resource) for resolution. Tiers 1 & 2 address resolution and escalation management of an average of approximately 2,300 buyer and vendor inquiries per month, including failed order processing, vendor inactivation, reluctant vendor management, vendor 1099 name changes, training development, regression testing for code releases, communication activities, sourcing administration support, billing generation, collections activities, payment reconciliation, compliance monitoring, and fee gap analysis.

Today, three primary customer e-mail accounts are monitored by the CSD:

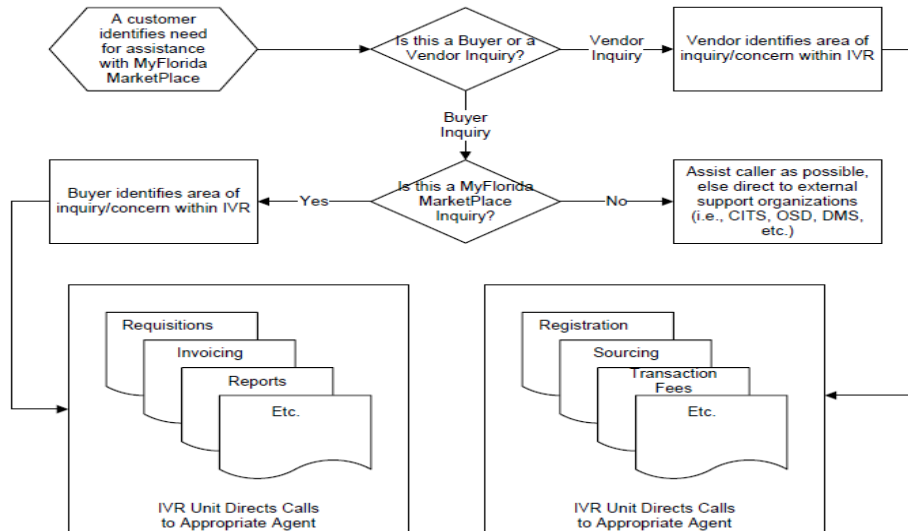
- **vendorhelp@myfloridamarketplace.com** is used for general vendor (state supplier) interactions
- **buyerhelp@myfloridamarketplace.com** is used for buyer (state agency) interactions
- **feeprocessing@myfloridamarketplace.com** is used for transaction fee processing interactions

The team also maintains an e-mail account [MFMPNews@myfloridamarketplace.com](mailto:MFMPNews@myfloridamarketplace.com) that is reserved for communications out to all users. This e-mail account does not allow replies – communications sent include language to direct customers to one of the three current e-mail accounts listed above.

The CSD monitors all tickets/incidents to ensure they are escalated or resolved within a specified time. All tickets are entered into Pivotal, appropriately categorized, and follow a status life cycle through closure.

### b. Interactive Voice Response (IVR) system

Customer contacts are automatically routed by the Automated Call and Email Distribution system, known as “Web Center,” to CSRs based on the CSR’s availability as well as the CSR’s functional area of focus. The IVR system is a hosted solution with MCI. The following figure provides an overview of the Call Routing process via the current Web Center IVR system.



### 3. Minimum Requirements

The Service Provider will be responsible for maintaining a help desk to assist all MFMP Customers. The Service Provider will also perform services as outlined in section 4.4.F.1. This service will provide for voice, e-mail, and fax contact; manage all interactions through a case management system; and utilize an IVR system to provide information and appropriately route calls.

The Department recognizes that there are several help desks in place just within the department for disparate service programs. This equates to redundant help desk tools and technology. The Department will evaluate the benefits and value of either providing help desk functionality with internal state resources or consolidating this functionality with other programs, or keeping services with the Service Provider in the future. Therefore the Department may separate this service from the resulting Contract sometime after the first year of the Contract. The Department expects the Service Provider to assist with this evaluation and resulting steps as requested.

Help Desk Management Requirements (HD)	
No.	Requirement
HD-001	Implement a help desk function that assists all MFMP Customers with inquiries, service requests, and problem reporting. The help desk will act as a single point of contact to Customers for all issues.
HD-002	Maintain ability for Customers to contact the help desk by phone, e-mail, or fax. Make available voicemail for after hours and during high demand, providing the Customers the option to leave a voicemail rather than wait for a CSR.
HD-003	At a minimum, use and maintain a case management system to document, track, and report all Help desk activity, and use and maintain an IVR system to effectively manage calls and route to appropriate resources. Provide Department access to this system.

<b>Help Desk Management Requirements (HD)</b>	
<b>No.</b>	<b>Requirement</b>
<b>HD-004</b>	Appropriately staff the help desk with qualified resources to perform according the Service Level Expectations.
<b>HD-005</b>	Provide all necessary technology equipment and office supplies necessary to perform this service function.
<b>HD-006</b>	Maintain a repository of information (training materials, job aids, articles, etc.) that is available to CSRs, and that is optimized to enable maximum Tier 1 resolution and sufficient to provide comprehensive instructions to CSRs.
<b>HD-007</b>	At contract onset and regularly going forward, perform a detailed evaluation of all current processes, procedures and templates in place today, and make recommendations for edits (to include quality control mechanisms) in the new contract going forward.
<b>HD-008</b>	At contract onset and regularly going forward, perform a detailed evaluation of current IVR configuration and scripts and document and implement new (or modified if reusing current system) configuration and scripts for best performance. Optimize IVR support to minimize the need for human contact.
<b>HD-009</b>	Define and document any other tools planned for implementation and use for optimal performance. (These may include a knowledgebase system, document management system, imaging system, etc.)
<b>HD-010</b>	Perform as Tier 1 support, and prepare for maximum resolution of inquiries, requests, and problems at this level.
<b>HD-011</b>	Develop and maintain a list of specific inquiries, service requests, problems, and call types that will be resolved by Tier 1. This list will be reviewed on a quarterly basis.
<b>HD-012</b>	Manage the life cycle of cases (tickets/incidents) through closure. Provide communication to customers regarding the status of cases not closed.
<b>HD-013</b>	Provide a weekly report to agencies identifying open tickets awaiting their agency response.
<b>HD-014</b>	At the end of the transition period, perform detailed evaluation of all cases created in the last six months and their categorization, and recommend a classification and categorization scheme and solution for optimal information analysis and decision making.
<b>HD-015</b>	Deliver weekly and monthly help desk statistics on case management, identifying tickets by class, category, and status.
<b>HD-016</b>	Deliver weekly and monthly statistics on resolution time by tier, class, and category.
<b>HD-017</b>	Retain all case information, including notes and attachments.
<b>HD-018</b>	The Service Provider shall survey all customers, for which a help desk ticket was closed, within one business day of closing, inquiring about the level of satisfaction with the handling and closing of the issue. The Service Provider will regularly evaluate the trends from the survey and identify actions for improving any negative trends.
<b>HD-019</b>	The Service provider will, in conjunction with the Department, determine a random sample of tickets for review by the department to determine accuracy of the information provided to the customer.
<b>HD-020</b>	The dedicated customer service toll-free number shall be staffed and available 100% of the time during the hours of 8:00 a.m. and 6:00 p.m. (EST), Monday through Friday excluding State holidays as listed on the DMS website.

#### 4. Service Level Expectations

Service Level Expectations (SLE)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
SLE-025	Call to answer time	>= 95% within 60 seconds	Monthly	\$2,000 per percentage point, or fraction thereof, less than 95%
SLE-026	E-mail response time	>= 99% within one business day	Monthly	N/A
SLE-027	Voicemail response time	>= 99% within one business day	Monthly	N/A
SLE-028	Tier 1 ticket resolutions	>= 100% of Tier 1 tickets will be resolved or escalated to Tier 2 within two business days.	Monthly	\$2,500 per percentage point, or fraction thereof, less than 99%
SLE-029	Help Desk Customer Satisfaction Daily Survey must be distributed for all closed customer service incidents. Percent of customers satisfied with the services provided by the customer service desk must meet the specified percentage.	>= 95% at Satisfied or Highly Satisfied	Monthly	\$5,500 per percentage point, or fraction thereof, less than 95%

#### G. BILLING AND COLLECTIONS MANAGEMENT

##### 1. Description

At this time the State charges a one percent (1%) transaction fee to vendors on fee-eligible purchases to fund the MFMP program and Division of State Purchasing. The process of tracking and collecting the 1% fee was not originally envisioned to be part of the MFMP business process outsourcing. The State recognizes that a more efficient and automated way to collect transaction fees should be established within internal State programs, rather than as a part of the MFMP outsourcing. The State anticipates in-sourcing this function during the term of the Contract.

Lacking the ability to in-source this function immediately, the Department will require the Service Provider to maintain a billing and collections process that provides for the accurate payment and tracking of the 1% fee against eligible transactions and the audit and reporting of all activity.

Automation of the billing and collections process has been established through a custom-built application, the billing and collection system (BCS), which is one of the three systems that make up

the VIP. Each vendor has an account in the BCS in which to perform all necessary activities associated with reviewing and reporting eligible spend transactions and paying the resulting fees.

### **Billing and Collections**

The billing process is separated into two processes: one for vendors that are on at least one State Term Contract or State Purchasing Agreement (STC vendors) and one for registered vendors that are not on any State Term Contract or State Purchasing Agreement (non-STC vendors).

#### **STC Vendors**

STC vendors are required to self-report all purchases in the BCS. Since local government and other non-State entities can utilize State Term Contracts, the vendor must include all purchases from state entities and all State Term Contract purchases from other non-state entities (OEU's).

#### **Non-STC Vendors**

For non-STC registered vendors, payments made through, or otherwise reflected in, the MFMP system are extracted and imported into the BCS each month. The non-STC vendors are required to review these purchases, and then self-report any payments that are not reflected in the information pulled from MFMP. Self-reported payments may be those in which invoices were processed directly in the State's accounting system FLAIR and are not reflected in MFMP.

At the beginning of each month invoices are created that carries forward unpaid balances and consolidate self-reported and system generated payments for a total due. Courtesy notifications are e-mailed with invoices that are created. Additional self-reported spend and the 1% fee payments to the State are due by the 15<sup>th</sup> of the month for payments made to the vendor the prior month.

The billing and collection process includes sending dunning letters at 30, 60, and 90 days late.

Chapter 69I-21.003(2), Florida Administrative Code and section 17.20, F.S., dictate that delinquent accounts receivables be transferred to the approved debt collection agency once 120 days past due, unless the agency has an approved exemption from DFS. Payments under dispute are not turned over to a collection agency until resolved.

### **Transaction Fee Dispute**

A vendor has the opportunity to dispute whether a purchase is subject to the 1% fee. The Service Provider shall maintain a transaction fee dispute process whereby:

- The details of the dispute are captured and logged
- The dispute information is passed to the Purchasing Director of the agency that made the purchase
- The agency decision is received and logged
- The results are communicated to the vendor and logged
- Credits are applied in BCS if exception is approved

### **Transaction Fee Payment**

Vendors can make payment by paper check, money order, or ACH. The vendor sends remittance documents and payments are sent to a P.O. Box specific to this purpose. The Department's Finance and Accounting Division deposits payments into the appropriate fund. ACH payment list, copies of checks, and documentation are sent to MFMP by the Department's Finance and

Accounting Division. The Billing and Collections team applies the payments in BCS to the appropriate months of billing in the vendor accounts.

### **Credits and Refunds**

Credits may be required for several reasons, including transaction fee disputes, overpayments, and duplicate payments. Credit requests are researched by The billing and collections team, and applied in BCS as necessary. A vendor may request a refund payment, at which time the team sends a request memo to F&A for processing in FLAIR.

### **Insufficient Funds**

DFS notifies DMS F&A of returned payments for insufficient funds. DMS F&A notifies the billing and collections team of the return and the amount of the insufficient funds fee. The team makes the necessary entry in the BCS.

### **Purchase Transactions Exempt from the 1% Fee**

Some purchase transactions are exempt from the 1% fee. Agencies are responsible for initially determining if a transaction falls under one of the exemption rules. If they conclude that the transaction meets one of the exemption rules, they will then mark the transaction as exempt by selecting the relevant exemption code within MFMP. The current exemptions are defined in Rule 60A-1.032.

The billing and collections team reviews exempt transactions for validity and provides the Department a list of transactions that are a potential for fee exemption reversal.

### **Verification and Reconciliation**

The billing and collections team works to ensure that vendors are accurately reporting payments they have received from the State and that vendors are accurately paying the appropriate 1% fee. This includes comparing vendor payments in FLAIR to the transaction fee payments made by the vendor to the State. Verification and reconciliation reports are delivered to the Department monthly.

### **Tier 2 Support**

The help desk is expected to be trained on taking calls and handling basic questions and issues related to the billing and collections process and data. However, issues or questions not able to be addressed by the help desk will be escalated to the billing and collections team for Tier 2 support. This team is responsible for researching, troubleshooting, and resolving billing and collection issues. This may involve acquiring assistance from the other service areas Buyer Management and Vendor and Sourcing Management. Issues determined to potentially be system related may be escalated to Tier 3 support handled by the Applications Management team.

### **Reporting**

This team produces operational reports that are delivered to the Department. These include:

- List of STC vendors and associated vendor payments reported in the BCS
- BCS statistics including volume of collections, reported state payments to vendors, payments made to non-STC vendors, the value of unpaid billing, value of dunning notices, the value of unpaid billing to go to collections processes, number of missing self-reports.
- FLAIR vs. BCS gap - comparing payments made to vendors in FLAIR against reported spend and transaction fees paid in BCS.



- Aging report of 30, 60, 90, and 120-day delinquencies
- Spend and associated transaction fee exemptions by exemption rule
- Total deposits by month
- Failed BCS electronic communication to vendors

## 2. How Service is Provided Today

The Service provider posts bills in the BCS by the 5th of the month following the transaction activity (e.g., bills posted by February 5 reflect January purchasing activity). Vendors are not able to access their bills until after the 2nd of the month so that BCS can prepare consolidated billing invoices (CBIs). The Service Provider emails notices to vendors' bill-to contact to remind them to view CBIs.

All vendors on State Term Contracts and State Purchasing Agreements are required to self-report on-line monthly. All other registered vendors are billed **only** if payments are disbursed in the billing cycle and transaction fees owed exceed \$50 per FEIN.

**NOTE:** Vendors filing a dispute are placed on a watch list, and these vendors will not be turned over for collections until the authorizing agency and they have received both a 30-day notice and a 60-day Notice of Delinquent Account. All vendors will have 81 days to respond to accountable fees.

Vendors login to the VIP using the username and password established when they registered in the VIP. After successful login, the user selects the billing link in VIP.

Vendor then selects "Submit a report" from the "I want to" drop-down. Vendor then selects the appropriate "Bill-to" contact from the drop-down.

State Term Contract and State Purchasing Agreement vendors self-report all fee-eligible payments received from the State during the reporting period prior to paying their bills. Vendors select the reporting period from the drop-down menu, and then complete the "Contract, Agreement, or Invoice" field with the appropriate information. They then complete the "Payments Received from State Agencies or Statewide Contracts" field with the total of all fee-eligible payments made during the period the vendor is reporting for. Vendors are then taken to a summary page where the one percent is calculated. Vendors click "I Agree" on the summary page and given a system-generated confirmation number.

Non-STC vendors are not required to self-report on-line unless they have received additional payments from the state not included in the consolidated billing invoice. If they have received additional payments, on-line self-reporting is required for those payments.

Upon acceptance of assessed fees (including additional self-reported fees) in the CBI the vendor submits payment. Vendors pay by paper check, money order, or ACH.

Vendors send remittance documentation and payment (if paper check or money order) to a P.O. Box specific to this process. The Department's F&A team retrieves this, deposits the checks, scans the documents, and sends the documentation and a copy of the checks to the billing and collections team. Documentation sent that represents ACH payments is scanned and sent to the billing and collections team. The billing and collections team applies the payments in BCS to the vendor's account for the appropriate billing month.

**NOTE:** If a vendor incorrectly addresses the transaction fee payment and it goes directly to the billing and collections team, the team will forward the check to the Department F&A team within two business days.

A vendor may dispute whether a transaction is eligible for the 1% fee. The following process is followed:

- Vendor retrieves form on-line to complete
- Form is e-mailed to MFMP
- Billing and collections team reviews and ensures accuracy
- Dispute is logged in a tracking spreadsheet
- Billing and collections team e-mails the dispute to the purchasing agency's Purchasing Director
- Agency has three days to make a determination
- Agency provides MFMP with approval/disapproval
- Customer service desk communicates result to vendor
- Billing and collections team files all forms
- Billing and collections team enters a credit in BCS if exemption is approved.

### 3. Minimum Requirements

The Service Provider will be responsible for maintaining a billing and collections function that provides for the accurate payment and tracking of the 1% fee against eligible transactions, the audit and reporting of all activity and the performance of services as outlined in the section 4.4.G.1. The Service Provider will assist vendors in activities pertaining to this function, such as on-line report submission and fee collection activities.

The Department recognizes the need to collect the 1% fee in a more efficient and effective manner, and the Department is evaluating other funding model options. Therefore, the Department will evaluate optional approaches and may separate this service from this contract after the first year of the Contract. The Department expects the Service Provider to assist with this evaluation as requested.

Billing and Collections Management Requirements (BC)	
No.	Requirement
<b>BC-001</b>	The Service Provider shall maintain a billing and collections process that provides for the accurate payment and tracking of the 1% fee against eligible transactions. The Service Provider is also responsible for reporting of all billing and collections activities.
<b>BC-002</b>	The Service Provider shall use the BCS component of the VIP for automation of billing and collection processes. The vendor may make recommendations for modifications and improvements to the automation of this function.
<b>BC-003</b>	The Service Provider shall perform a detailed review of the current billing and collections processes and deliverables, and make recommendations for modifications and improvements. Upon acceptance of modifications or improvements, the Service Provider will maintain the processes and deliverables accordingly.
<b>BC-004</b>	The Service Provider shall compare vendor payments in FLAIR to the transaction fee payments made by the vendor to the State to ensure accuracy.
<b>BC-005</b>	The Service Provider shall post monthly payments from vendors (as received from DMS F&A) in the BCS, applying them to the appropriate month of billing. Payments erroneously mailed, that MFMP receives, will be delivered to DMS F&A.
<b>BC-006</b>	The Service Provider shall send monthly dunning notices at 30, 60, and 90 days delinquency of transaction fee payments.

<b>Billing and Collections Management Requirements (BC)</b>	
<b>No.</b>	<b>Requirement</b>
<b>BC-007</b>	<p>The Service Provider shall deliver the following reports monthly these reports shall be delivered by the 21<sup>st</sup> of each month.</p> <ul style="list-style-type: none"> <li>• STCVendors and associated vendor payments reported in the BCS</li> <li>• BCS statistics including volume of collections, reported state payments to vendors, payments made to non-STC vendors, the value of unpaid billing, value of dunning notices, the value of unpaid billing to go to collections processes, number of missing self-reports.</li> <li>• FLAIR vs. BCS gap - comparing payments made to vendors in FLAIR against reported spend and transaction fees paid in BCS.</li> <li>• Aging report of 30, 60, 90, and 120-day delinquencies.</li> <li>• Spend and associated transaction fee exemptions by exemption rule.</li> <li>• Total deposits by month, showing month-to-date, quarter-to-date, and year-to-date.</li> <li>• Failed BCS electronic communications to STC vendors and non-STC vendors.</li> </ul> <p>This information shall be made available in Excel spreadsheet form.</p>
<b>BC-008</b>	<p>The Service Provider shall deliver the following reports to DMS weekly:</p> <ul style="list-style-type: none"> <li>• Total deposits by month, showing month-to-date, quarter-to-date, and year-to-date.</li> <li>• STC vendor and non-STC vendors that have reported fees are owed but have not paid these fees.</li> </ul>
<b>BC-009</b>	The Service Provider will perform Tier 2 support for billing and collection issues not able to be addressed by the help desk (Tier 1).
<b>BC-010</b>	The Service provider will process refunds in accordance with Florida Statutes and Florida Administrative Code.
<b>BC-011</b>	The Service Provider will accept insufficient funds notifications from the Department's F&A team and appropriately update the vendor's record in the BCS.
<b>BC-012</b>	The State recognizes the need to perform the collection of transaction fees in a more efficient and automated fashion. The Service Provider shall assist the agency as requested in developing options and plans for moving the billing and collections function to a program internal to the state, utilizing state resources.
<b>BC-013</b>	The Service Provider will support any change in the funding model over the life of the contract.

#### 4. Service Level Expectations

Service Level Expectations (SLE)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
SLE-030	New monthly billing information posted in the BCS.	99% of time monthly billing will be posted in BCS for prior months' transactions	Monthly	\$2,500 per percentage point, or fraction thereof, less than 99%
SLE-031	Payment information from DMS Finance and Accounting is posted in BCS	99% of payments received from F&A will be posted in BCS within 2 business days	Monthly	\$2,500 per percentage point, or fraction thereof, less than 99%

#### H. Deliverables

##### 1. Program Management

	Deliverable	Due Date
1	Transition Plan - Into The New Contract	45 days prior to the Contract begin date
2	Documentation of MFMP Organization - Include Project organization chart, staffing plan, and other relevant organization.	
3	Staff Review Report – List of personnel on staff	Quarterly by the 10 <sup>th</sup> of the month following the quarter
4	Service Expectation Performance Report – document actual performance in each service area, against each contracted service level expectation.	By the 10 <sup>th</sup> of each month
5	Scorecard – Regular metrics as described in the Program Management Requirements.	Within 30 days of request by DMS.
6	Annual customer satisfaction survey – Survey to measure customer satisfaction in use of systems	Completed annually in the fall (September-October)
7	Annual customer satisfaction survey results –Survey results in report form	60 days after the close of the survey
8	MFMP Program and Operational Performance - presentation as requested and as described in Program Management	As requested
9	Impact Analysis -analysis as requested and as described in Program Management.	As requested
10	Goal progress - report on progress against established goals.	Monthly
11	Meeting Agenda – agendas for quarterly review meetings	10 business days prior to the scheduled meeting
12	Strategy Input –short- and long-term strategy input, reflecting market expertise	Quarterly, two days prior to the review meetings

	<b>Deliverable</b>	<b>Due Date</b>
13	Meeting minutes –minutes documenting Customer meetings (i.e. change review board meetings, or customer roundtable meetings)	Two business days after meeting
14	Service Area Transition Plans – transition of service areas during the Contract term (e.g., help desk)	45 days prior to the transition begin date
15	End of Contract Transition Plan - transition to new service provider)	60 days prior to the end of the Contract
16	Operations Plan – plan for operations including security and performance controls and standards	Annually by January 15
17	Operational Metrics Report –monthly report of system utilization	Monthly by the 10 <sup>th</sup>
18	Status reports – weekly report of the program status	
19	Strategic and Tactical Plan – update the Strategic and Tactical plan quarterly	Quarterly by the 20 <sup>th</sup> of the month following the quarter
20	Program Accomplishments Report – monthly report of program accomplishments the previous month	Monthly by the 10th

## 2. Applications Management

	<b>Deliverable</b>	<b>Due Date</b>
1	Technology Plan – detailed plan of the technology used	Within 30 days of contract start
2	Updated system notes – documentation of changes or modifications to systems and configurations.	One day after the change or modification
3	Disaster Recovery Plan – plan for disaster recovery of software and data	Within 90 days of Contract start
4	Disaster Recovery test – results of annual test of the disaster recovery plan	Annually within 30 days of the Contract anniversary date
5	Ad-hoc reports – reports requested on an as needed basis, approved by the Department	As needed within 10 days of request
6	Audit Responses - respond to questions from the Inspector General, the Attorney General, and security audits from the Agency for Enterprise Information Technology.	As needed within 24 hours of request
7	Change request and bug fix tracking - mechanism to monitor and prioritize change requests and issues to be fixed (bug fix)	Every other week or as requested by the Department
8	After action and root cause analysis - reports to explain incidents that impact system availability	24 hours after incident is resolved

## 3. Buyer Management

	<b>Deliverable</b>	<b>Due Date</b>
1	Communications – create or provide information for agency communications (Known Issues, Hot Topics, Vendor Inactivations,etc.)	1 day prior to the scheduled communication or one day after the request of non-scheduled requests

	<b>Deliverable</b>	<b>Due Date</b>
2	Training material – Update training materials or create new materials	As requested or 30 days after update to the system or system configuration.
3	Updated work/approval flow changes as requested by agencies and approved by the department	Within 15 days of the department approval
4	Work plans –plans to on-board or expand the use of MFMP by state entities. Plans to include initial plan, monitoring updates and after action report	As determined by DMS’s strategic planning and agency goals
5	Unmatched Invoice reports – collect and distribute data about invoices which are unmatched	Daily by 2 p.m.
6	Failed transaction report – collect and distribute data about transactions, orders, invoices, etc. that fail the system processes	Daily by 2 p.m.

#### 4. Vendor Management

	<b>Deliverable</b>	<b>Due Date</b>
1	Annual Sourcing Best Practices Recommendations	Annually by February 28

#### 5. Helpdesk Management

	<b>Deliverable</b>	<b>Due Date</b>
1	Help desk summary and detail - report identifying all cases by contact method, category, and agency	Monthly by the 10th
2	Resolution Time Statistics – statistics showing the number of days it takes to resolve a customer issue	Monthly by the 10th
3	Agency Open Ticket Report – report showing all open tickets by agency, submitted to agency liaisons	Weekly on Monday
4	Help Desk Ticket Categorization Plan – plan on how tickets will be categorized	Within 30 days of the Contract start

#### 6. Billing and Collections Management

	<b>Deliverable</b>	<b>Due Date</b>
1	Vendor Payment Report – report showing all STC vendors and associated vendor payments	Monthly by the 15th
2	BCS Statistics - including volume of collections, reported state payments to vendors, payments made to non-STC vendors, the value of unpaid billing, value of dunning notices, the value of unpaid billing to go to collections processes, and number of missing self-reports	Monthly by the 15th
3	FLAIR vs. BCS Gap Report - comparing payments made to vendors in FLAIR against reported spend and transaction fees paid in BCS	Monthly by the 15th
4	Aging report – a list of accounts which are 30, 60, 90, and 120-day delinquent	Monthly by the 15th
5	Spend and Transaction Fee Exemptions Report – report of spend exempt by rule	Monthly by the 15th
6	Deposits Report - total deposits by month, showing	Monthly by the 5th

	<b>Deliverable</b>	<b>Due Date</b>
	month-to-date, quarter-to-date, and year-to-date	
<b>7</b>	Failed BCS Communication Report – failed electronic communications to STC vendors and non-STC vendors	Monthly by the 15th
<b>8</b>	Dunning notices – communications to vendors that are 30-60-90 days delinquent	Monthly by the 15th
<b>9</b>	Not yet Paid Report - lists STC vendor and non-STC vendor spend and fees reported but not paid	Weekly on Monday

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

## 4.5 Service Hours

Making enhancements to the MFMP application will be an ongoing activity for the duration of this project. Enhancements are categorized into three types: User-Initiated Enhancements, Legislative Enhancements, and MFMP Improvement Projects. With the execution of the Contract the Service Provider will allocate 5,000 service hours for the Department to use over the initial four year term of the Contract for MFMP system enhancements. Renewal period will have the same allotment of service hours.

Depending on the project or task assigned, employees of Service Provider with different job titles (e.g., Chief Information Officer, System Analyst, Web Engineer) may be utilized to provide enhancement services. However, enhancement hours will be utilized on an hour-by-hour basis, regardless of the job title of the person providing the services. On the anniversary date of execution of the Contract, the Department will roll unused service hours from the prior contract year into the upcoming contract year.

Any and all compensation for Services provided by Service Provider pursuant to the Contract may be paid from drawing down from the contingency budget that will be established with the execution of the Contract.

### A. User-Initiated Enhancements

User Initiated Enhancements are typically functional in nature and are requested by the user community, by the Department or by the Service Provider. These enhancements will be prioritized by the Department representatives and the change review board (CRB). For user-initiated enhancements the Service Provider shall at a minimum:

- Work with the Department representatives and the CRB that prioritizes enhancement requests. The CRB determines priority based on business need. Work with the Contract Manager to plan work to utilize resources effectively.
- Provide work effort estimates and obtain approval by the Contract Manager.
- Demonstrate continuous improvement in efficiency of performing enhancement work.
- Document each enhancement prioritized including, requirements, design and work effort broken down by phases of the software lifecycle. Facilitate the review and approval from the Department staff.
- Provide flexible staffing to ramp-up and ramp-down resources to handle variable levels of enhancement work as needs change over the course of the Contract.
- Manage migration of code and deployments of MFMP components in development, test, training, performance and production environments as defined by the Department.
- Update system documentation or create new documentation if required to document all modifications to the system as a result of the enhancements.
- Execute performance testing on each implementation.

### B. Legislative Enhancements

These enhancements are updates to the MFMP application that are required to comply with regulatory or policy guidelines. The Service Provider shall provide the minimum requirements as outlined under User-Initiated Enhancements above.

### C. Potential MFMP Improvement Projects

DMS's objective is to establish the following guiding principles to ensure that MFMP is utilized fully as a best-in-class e-Procurement solution:

- Maximize spend visibility;
- Maximize usage by both agencies and other governmental entities;
- Bring best value to the state through strategic sourcing, standard contracts, and processes;
- Manage administrative costs through self-service and a shared services delivery model;
- and
- Create a flexible technology platform that is easy to use and maintain.



Enhancements to the MFMP system can further improve the realized efficiencies, produce greater savings from economies of scale, support open government requirements, better leverage OEU spend to Florida's collective benefit, further support implementation of a unified statewide procurement process, embrace national and best-in-class standards, and utilize new cloud technology.

For each Improvement Project authorized under the Contract, the Service Provider will perform the tasks outlined above under user-initiated enhancements in addition to the tasks listed below. Changes to this task list must be authorized prior to the start of the project work. Additional tasks may be required for particular projects. The sequence of these tasks can be performed to accommodate new and innovative development and deployment approaches as well as traditional waterfall systems development methodology approaches. At a minimum, the Service Provider shall perform the following tasks:

- Provide preliminary estimates to the Department. These planning estimates assist the Department in prioritizing work and determining the amount of budget necessary to achieve the objectives of particular changes in functionality or technology
- Develop Project Management plans as part of the methodology and approach to the project. The plans shall follow industry standard best practices for project management, detailing at a minimum the methodology and approach to the project
- Plan and deliver the work in such a way as to manage the overlap between the project work the functionality requested

Potential MFMP Improvements include but are not limited to:

1. **Support the DFS Transparency Initiative** - In 2012, the DFS implemented a new web-based portal to store all state agency contract information, the Florida Accountability Contract Tracking System (FACTS). While this effort will be implemented in various phases, DFS would like for MFMP to establish an interface to send MFMP agency contract information to the new DFS contract system. This improvement project will require values be added to the existing MFMP system including updating existing fields (method of procurement), make the agency contract number a required field, and in addition, create several new fields (e.g., payment method, contract status) in the MFMP applications. This project will require working closely with DFS to map their required fields to existing MFMP fields. Improvements will include adding new fields to MFMP, update existing fields, establishing an extract of the data and a developing a process to send these fields to DFS on a regular basis. Additional research is needed to determine if an interface is needed to bring information back from the FACTS system to MFMP. Design, development, testing, implementation, training, and communications should be factored into the solution. Find more information about the DFS FACTS project by visiting the DFS website at <http://www.myfloridacfo.com/aadir/statewidecontractreporting.htm>.
2. **Provide a Public Facing Catalog Solution.** The Department establishes catalogs for all State Term Contracts in MFMP Buyer for customers to purchase from. Current catalog types include line items (loaded through Aravo to Buyer), punch-outs (an interface between a suppliers online ordering portal and Buyer), and ordering instructions (general instructions to buyers on how to purchase). The Department is interested in a solution to make the MFMP catalog component available to OEUs. These OEUs will have access to shop from MFMP catalogs without utilizing the full Buyer Application suite. Due to the highly customized accounting features of the MFMP solution and its integration with FLAIR, it is not currently feasible to give these OEUs full access to the MFMP suite of applications. Features of the public facing catalog solution should include a secure login access, searches, side-by-side comparison of items, view of line item images for Cusotmers. This enhancement will also allow Cusotmers to create a shopping cart of various items for print view reference and will accept p-card payment functionality. This project supports the Departments goal of increasing spend visibility. Therefore, purchases from OEUs should also be captured and reportable in MFMP Analysis. Design, development, testing, implementation, training, and communications should be factored into the solution.
3. **Provide a Public Facing Contract Solution.** The Department maintains all statewide agreement documents and contract information on the Department's website, as well as in the MFMP application. The

Department seeks a solution to maintain all contract information within the MFMP application with a public facing display, in order to prevent the duplication of efforts. The web-based public solution should display all high-level contract information currently displayed on the State Purchasing website at [http://www.dms.myflorida.com/contract\\_search](http://www.dms.myflorida.com/contract_search), including all contract documents and have search features. The intent of this solution is to replace the DMS state term contract website. To support transparency in Florida the solution should be easily accessible by the public and not require a specific username and password. The Department will consider proposals for other solutions as long as they interface with Ariba and the other MFMP applications. Design, development, testing, implementation, training, and communications should be factored into the solution.

4. **Automate the electronic posting of solicitations created in Sourcing to the VBSs** - The Department and all state agencies post solicitation documents and notices on the VBS at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu). The VBS is a DMS-developed application managed by DMS. Approximately 1,000 solicitations are posted to VBS each year. The Department also uses the Ariba Sourcing application to post solicitations and receive responses. Currently the Department is the only agency using the Ariba Sourcing application to launch solicitations, but a goal of the DMS is to roll-out the Ariba Sourcing application to all agencies. Since the VBS is still the application used by all agencies the department is required to manually post information on the VBS (VBS). The Department seeks a solution to facilitate the automated posting of solicitation information in VBS from Ariba Sourcing to prevent the duplication of efforts. This solution will also reduce the duplication of efforts by Customers. Design, development, testing, implementation, training, and communications should be factored into the solution.
5. **Automate the Workflow Between Ariba Buyer and Ariba Sourcing Applications**- Buyers must manually create a requisition within MFMP Buyer when an electronic quote or sourcing event is awarded in the Sourcing application. The Department requests a solution to automate the creation of requisitions in Buyer for electronic quotes awarded in Sourcing. Design, development, testing, implementation, training, and communications should be factored into the solution.
6. **Convert Florida Commodity Codes to the National Institute of Governmental Purchasing (NIGP) codes** - The state of Florida currently uses custom commodity codes. These commodity codes are maintained by State Purchasing and are associated to a default object code (defined by DFS). The Department is interested in moving away from Florida customized commodity codes to a set of standard industry codes. The Department seeks to adopt the NIGP codes. The solution will require licensing from NIGP, loading of new NIGP codes, coordinating with the DFS to map the new codes to the existing FLAIR object codes, defining an approach to transition away from existing codes, and reviewing any reporting impacts. In addition, this solution should include a plan to implement scheduled changes to commodity codes as updates are released by NIGP. Design, development, testing, implementation, training, and communications should be factored into the solution.
7. **Data Analytics Solution**- The Department is seeking a solution that will assist the State in gaining greater visibility to spend on goods and services than what is currently available to the Department under current information and systems. The Department anticipates the solution will include:
  - a. Data normalization at a minimum standard of 80% of the available dataset covering:
    - i. Suppliers – Including but not limited to:
      1. Utilizing an external database to demonstrate parent-child relationships
      2. FEIN validation
      3. Physical location detail
    - ii. Commodity code– Including but not limited to:
      1. Transition to NIGP commodity code
      2. Validation of commodity codes spend against vendor business class
  - b. Supplier business status validation from a vendor supplied database covering:
    - i. Minority
    - ii. Veteran
    - iii. Small Business
  - c. State vs. State benchmarking abilities with regards to spend and supplier base

- d. Tool for importing disparate datasets from multiple sources into the Analsys application
  - e. Procurement opportunity assessment services
  - f. Ad hoc reporting abilities
  - g. Line item analysis on electronic invoicing or datasets imported via ETL
  - h. Flexible export abilities in Excel and Access
- i. The Services the Department is seeking should include providing information that will support shared services initiatives the State is currently undertaking and should provide greater visibility as to expenditures made by state agencies. The Department is interested in the efforts to integrate the Ariba Spend Visibility application. The Department is also interested in the Respondent's recommended solution if it is not the Ariba Spend Visibility application. Design, development, testing, implementation, training, and communications should be factored into the solution.
- 8. Supplier Diversity Validation, Reporting, and Normalization** – The Department is interested in adopting best-in-class standards for reporting and validating detail with regards to minority, veteran, and small business status. The Department expects a solution which would leverage existing vendor-supplied databases to provide data and validate the supplier's business status. Currently the Department manages a certification process for suppliers where each supplier provides supporting documentation validating their business status. The solution should allow the supplier to file with the database supplier or reporting entity supporting documentation allowing them to adjust the reported status. The solution should also allow for a parent-child relationship to capture diversity status subcontractor spending over a negotiated threshold. Design, development, testing, implementation, training, and communications should be factored into the solution.
- 9. Add the Ariba Contracts Module** –The current MFMP application only has a component of the Ariba Contract solution. Today, buyers can enter high level information about each contract and issue POS and invoices against the contracts. There is no integration with the Sourcing application. As mentioned in project area #1 described above the Department is interested in a contract solution that meets the requirements of DFS. If the Ariba contract solution was not proposed as a solution to #1. The Department is interested in enabling the full suite Ariba Contract solution and determining how the Department can leverage a full source to pay process by creating a contract as a result of an award in Ariba Sourcing. Design, development, testing, implementation, training, and communications should be factored into the solution.
- 10. Cloud Sourcing for Statewide Sourcing** – The Department is currently working with state agencies, Florida local governments, and universities on strategic sourcing. A goal for the Department is to roll out sourcing and contracting best practices statewide. The Department is interested in the cost effectiveness of the Sourcing cloud solution provided the roll-out to support Florida local governments and the Department's goals. The Respondent should describe its position on whether it believes the sourcing cloud is the best solution for the Department and how the implementation will support the Department's goals. The Department is also interested in an Analytics componet to allow for reporting and querying of sourcing data. Design, development, testing, implementation, training, and communications should be factored into the solution.
- 11. Sourcing Roll-out to State of Florida Agencies** – The Ariba Sourcing application is currently only utilized by the Department's Division of State Purchasing. The Department is interested in rolling out this application to other state agencies and entities in the State of Florida. The Service Provider will formulate a plan to lead and participate in efforts to roll out use of the Sourcing application to expand its use. The Service Provider will provide training materials and lead training efforts for effective sourcing using the Sourcing application that targets all Cusotmers. All change management activities should be included in this effort.

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

**SECTION 5 – GENERAL CONTRACT CONDITIONS (PUR 1000)**

The PUR 1000 is incorporated by reference and may be viewed at the following link:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_re  
sources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_re<br/>sources/purchasing_forms)

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

## **SECTION 6 - SPECIAL CONTRACT CONDITIONS**

For purposes of submitting replies to this ITN, proposed changes to the this ITN, including these special contract conditions, will be handled via the question and answer phase of this ITN. See Sections 3.3 and 3.4 above. In other words, Respondents shall not submit "redline" versions of these special contract conditions, or other requirements of this ITN, with replies.

Respondents should assume that the terms and conditions contained in this ITN will apply during the solicitation process, but as provided in Section 3.13 F of this ITN, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

### **6.1 Term and Renewal**

The term of the Contract will be four (4) years with the option for the Department to renew the contract for up to four (4) additional years.

### **6.2 Background Check**

The Service Provider shall ensure that background history checks, including criminal history, are conducted on all current and newly-hired employees, including all subcontractor employees, prior to the employee or subcontractor providing services under the Contract. All employees and subcontractors of Service Provider providing Services per the Contract are considered to be persons of special trust and shall therefore undergo a Level II background screening by the Department's Inspector General. The Florida Department of Law Enforcement and Justice Department fees for this screening are the responsibility of the Service Provider. The Service Provider shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to section 435.04(2), Florida Statutes.

The Service Provider shall require all of its employees and all subcontractor employees to report to the Department any criminal matter that employee has been involved in, whether it is an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld as soon as reasonably possible, and in no event later than two business days, of such incident.

The Department shall have the right to audit compliance with this section at anytime, and Service Provider and its subcontractors shall cooperate with this audit process.

### **6.3 Subcontracting**

The Service Provider shall be fully responsible for all work performed under the Contract resulting from this solicitation including but not limited to planning, managing, implementing, operation, supporting, and warranties if applicable. If the Service Provider needs to subcontract for any services (other than those already outlined in its reply) the Service Provider shall submit a written request to the Department's Contract Manager. The written request shall include, but is not limited to, the following:

- A.** The name, address and other information identifying the subcontractor;
- B.** A description of the services to be performed by the subcontractor and why the Service Provider is unable to perform this service;
- C.** Time of performance of the identified service;

- D. A description of how the Service Provider plans to monitor the subcontractor's performance of the identified services;
- E. Certification by the Service Provider that the subcontractor has all licenses and has satisfied all legal requirements to provide the Services per the Contract. Also, the Service Provider shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida;
- F. Certification by the Service Provider that the subcontractor has successfully engaged in the identified business for a specified period of time, has successfully completed work comparable in scope and specification to that required by the resultant contract, and is qualified both technically and financially to perform services via a subcontract.
- G. A copy of the written subcontract agreement; and
- H. Acknowledgement from the subcontractor of the Service Provider's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the Contract. This includes but not limited to the PUR 1000 General Contract Conditions, Section 35, Insurance Requirements.

All subcontractors must be approved in writing by the Department's Contract Manager before the subcontractor is authorized to subcontract.

The Service Provider is solely responsible for insuring that the subcontractor performs as specified in the Contract. The Service Provider's use of a subcontractor not identified in its reply or approved by the Department's Contract Manager as provided above shall constitute a breach of Contract. During the term of the Contract, and subject to prior written approval of the Department's Contract Manager (i.e., approval before services are provided by a subcontractor), subcontractors may be substituted or added.

#### **6.4 Default**

Failure to adhere to contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

#### **6.5 Contract Expiration (Responsibilities of Service Provider)**

At termination of the Contract resulting from this procurement, regardless of the reason for termination, the Service Provider will return all data owned by the State in a standard electronic format of the State's choosing. This shall be done no later than 30 days after termination of the Contract. Once all data has been returned and accepted by the State, the Service Provider shall erase, destroy, and render unrecoverable all State-owned data and certify in writing that these actions have been completed and that destruction has been performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). This shall be done within 14 days of acceptance of the data by the State.

#### **6.6 Compliance with Laws**

The Service Provider shall 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. By way of non-exhaustive example, Chapter 287, F.S., and Rule 60A-1, F.A.C., govern the Contract. By way of further non-exhaustive example, the Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination

on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

#### **6.7 Geographic Location of Data and Services**

The State requires that all data generated, used, or stored by Service Provider pursuant to the prospective Contract will reside and remain in the continental U.S. and will not be transferred outside of the continental U.S. The State also requires that all Services provided to the State under the Contract, including call center or other help services, will be performed by persons located in the continental U.S.

#### **6.8 Inapplicable Provisions of PUR 1000 General Conditions**

The following provisions found in the PUR 1000 are not applicable to this ITN or are amended as provided below:

- Section 2. Purchase Orders is not applicable
- Section 4. Price Changes Applicable only to Term Contracts, is amended to remove subsection (b), Best Pricing Offer
- Section 27. Purchase Order Duration is not applicable

#### **6.9 Intellectual Property**

Any intellectual property created as a result of the Contract is subject to following provisions:

- A.** Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, the Contract shall become the exclusive property of the of the State and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Service Provider nor any individual employed under the Contract shall have any proprietary interest in the product.
- B.** With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department on behalf the State.
- C.** The foregoing shall not apply to any preexisting software or other work of authorship used by Service Provider to create a deliverable but which exists as a work independently of the deliverable, unless the preexisting software or work was developed by Service Provider pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- D.** The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation.
  - The written source code;
  - The source code files;
  - The executable code;
  - The executable code files;
  - The data dictionary;
  - The data flow diagram;
  - The work flow diagram;

- The entity relationship diagram; and
- All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

This ownership interest will continue after the expiration or termination of the Contract.

#### **6.10 Performance Bond / Irrevocable Letter of Credit**

As provided in Section 1.8, the Service Provider will be required to furnish a performance bond or irrevocable letter of credit for the faithful performance of work under the Contract. The performance bond or irrevocable letter of credit will be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing.

In **TAB A** of the reply, the vendor must also submit a current letter from a surety company or bonding agent authorized to do business in the State and written on company letterhead, to document the vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$2 million. **Failure by the vendor to provide this letter with its reply will be considered material and will result in the reply being nonresponsive.**

#### **6.11 Warranty**

Service Provider warrants that all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for the duration of the contract. Warranty repairs shall be completed within the time specified in any service level expectations.

#### **6.12 Security Acknowledgement**

Respondent Acknowledgement – In **TAB J** of Respondent's Reply, please acknowledge acceptance of the following contract language:

- A.** The Department's Information Security Manager will be the primary point of contact that Service Provider will coordinate with and address any and all information relative to information security that arise regarding the Contract.
- B.** Prohibiting the exposure of any State data without prior approval from the State's primary contact;
- C.** Prohibiting the access of any State data without the prior approval from the State's primary contact;
- D.** Granting the State the ability to conduct or use a third party to conduct security assessments to verify compliance with security requirements;
- E.** Stating that ownership of State data will remain with the State;
- F.** That Respondent will not use or redistribute any State information processed, stored, or transmitted by the Service Provider except as specified in the Contract;
- G.** That at no time will State data be processed on or transferred to any portable or laptop computing device or any portable storage medium by the Service Provider unless that device or storage medium is in use as part of the Service Provider's designated backup and recovery processes;



- H. That at Contract termination, all State data will be returned to the State in a usable format to be agreed upon by the State and Service Provider; and
- I. That at Contract termination, after all termination requirements have been met, Service Provider shall erase, destroy, and render unrecoverable all State data and certify in writing that these actions have been completed within specified Contract timeframes and that destruction will be performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov/>.

### **6.13 Contract Management**

#### **A. Contract Administrator**

The Contract Administrator is the employee who is primarily responsible for maintaining this Contract. As of the effective date, the Contract Administrator shall be as follows:

Lysle W. Robinson, FCCM, FCCN  
Division Administration  
Departmental Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 380.9X  
Tallahassee, FL 32399-0950  
Telephone: (850) 410-1423  
Fax: (850) 414.8331  
[lylse.robinson@dms.myflorida.com](mailto:lylse.robinson@dms.myflorida.com)

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Service Provider.

#### **B. Contract Manager**

The Contract Manager is the Department employee who is primarily responsible for overseeing the Respondent's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Danielle Kosberg  
Division of State Purchasing  
Department of Management Services  
4050 Esplanade Way  
Tallahassee, FL 32399-0950  
Phone:(850) 766-0772  
Email: [Danielle.kosberg@dms.myflorida.com](mailto:Danielle.kosberg@dms.myflorida.com)

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to Service Provider. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

### **6.14 Transaction Fee**

All payments made under the Contract will be assessed a transaction fee as provided in this Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

### **6.15 Insurance Requirements**

#### **Insurance Coverage**

Commencing no later than five (5) calendar days after execution of this Contract, the Service Provider shall, at its own expense, secure and maintain the insurance coverage required by law and explicitly required by this Section and shall provide proof to the Department for approval. Performance may not commence on this Contract until such time as insurance is secured by the Service Provider and approved by the Department.

**Commercial General Liability**

Service Provider shall secure and maintain commercial general liability insurance in a face amount of \$5,000,000. The Department shall be named as an additional insured in the general liability coverage policy. Each policy shall include ninety (90) calendar days prior written notice to the Department of cancellation for any coverage.

**Workers' Compensation Insurance**

Service Provider shall secure and maintain workers' compensation insurance as required for the State under the relevant workers' compensation law. The worker's compensation insurance shall cover all employees connected with the Services provided under this Contract. In case any work is sublet, Service Provider shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by Service Provider. Such insurance shall comply fully with the Federal and Florida worker's compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the worker's compensation statute, Service Provider shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

**Professional Indemnity Insurance**

Service Provider shall secure and maintain professional indemnity insurance that shall cover Professional Liability and Error and Omissions in the face amount of \$5,000,000.

**Business Interruption Insurance**

Service Provider shall secure and maintain business interruption insurance coverage in the face amount of \$5,000,000. The State and the Department shall be named as a loss payee on the policy.

**Auto Insurance**

Service Provider shall secure and maintain liability coverage in minimum limits of \$2,000,000 (with umbrella) on all automobiles used in performing the services under the Contract.

**Subcontractor Provider Insurance Coverage**

Any subcontractor of Service Provider shall provide insurance as follows:

General Liability - \$2,500,000;  
Workers' Compensation – statutorily required amount; and  
Automobile Liability (with umbrella) - \$2,000,000

Service Provider's major subcontractors shall provide the following additional insurance:

Errors and Omissions -- \$2,500,000; and  
Business Interruption -- \$2,500,000.

**Proof of Insurance**

At the request of the Department, Service Provider shall provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or

replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance.

### **Deductible Amounts**

The deductible amounts for any peril shall not exceed those determined by Service Provider to be customary in the industry. Service Provider shall be responsible for payment of its deductible.

### **Self Insurance**

For any required insurance coverage, Service Provider may use a self-insurance program, provided such program has received prior written approval of the Department.

## **6.16 Liquidated Damages**

The parties recognize that the timely and proper completion of tasks per the Contract is of paramount importance to the Department, that the parties wish to avoid protracted litigation, and that the amount of the Department's damages if Service Provider delays the performance of this Contract is difficult to ascertain. As such, the parties agree that the amount of liquidated damages identified in Section 4 of this ITN, under the service area sections identifying service level expectations and associated amounts at risk, are not intended to be a penalty and the amount is fair and reasonable to compensate the Department for the Service Provider's delays.

Therefore, should the Service Provider fail to satisfy these service level expectations as a result of factors directly within Service Provider's control, Service Provider shall pay the Department, as liquidated damage, the amount specified. However, the Department may set off any liability or other obligation of the Service Provider or its affiliates to the State against any payments due the Service Provider under any contract with the State. Further, the Department reserves the right to take liquidated damages in the form of credit applied against the following month of service cost.

## **6.17 E-Verify**

Pursuant to State of Florida Executive Order No.: 11-116, Service Provider is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Service Provider during the contract term. Also, Service Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

## **6.18 Scrutinized Companies List**

In responding to this ITN, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Service Provider agrees the Department may immediately terminate the Contract for cause if the Service Provider is found to have submitted a false certification or if the Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

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

**SECTION 7 ATTACHMENTS AND OTHER FORMS**

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

**ATTACHMENT 1 - PROCUREMENT BALANCE SCORECARD**

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

## ATTACHMENT 2 - MFMP TARGETS AND IMPROVEMENTS

### OBJECTIVES AND TARGETS OF THE DIVISION OF STATE PURCHASING

March 2012

#### Objectives

- Execute Procurement Process Improvement Project to gain the following benefits:
  - Document and implement best-practice, strategic sourcing methodology statewide.
  - Increase utilization of the MFMP electronic Sourcing tool across all agencies.
  - Implement Contract Compliance and Sourcing Project Management to ensure accurate price compliance and more effective sourcing management and results.
  - Implement savings tracking processes to measure the success of better sourcing.
  - Establish appropriate metrics and consistent measurement processes to measure progress toward improvement targets.
- Eliminate remaining shadow systems at non-exempt agencies (Department of Children and Families and Department of Corrections), moving these agencies to complete procure-to-pay utilization of MyFloridaMarketPlace.
- Re-organize State Purchasing and develop competencies for more effective contract management and strategic sourcing of statewide agreements.
- Better analyze spend for better demand management and to create more strategic statewide contracts.

#### Improvement Targets

**1. Increase Sourceable Spend Being Managed** – Spend visibility brings the opportunity to better manage spend. Sourceable spend is that which may be more effectively procured through strategic sourcing, lower the cost of goods and services. Visibility means having the spend go through the MFMP system, or otherwise be detailed in spend analytics.

**Measure:** The percentage of Sourceable Spend going through MFMP or otherwise detailed in MFMP spend analytics.

**Current State:** 43% for FY10-11

**Target:** 50-60% for FY12-13  
60-70% for FY13-14  
70-80% for FY14-15

**2. Savings from Strategic Sourcing** – Having better spend analytics, utilizing the electronic Sourcing tool, and following best practice sourcing methodology will produce lower cost of goods and services for statewide contracts.

**Measure:** The percentage savings achieved annually for strategically sourced/established statewide agreements.

**Target:** 5% to 8% improvement over existing State Term Contracts, put in place beginning in FY12, and for new contracts that are created.

**3. Greater MFMP Invoice Utilization** – Using MFMP to enter invoices for payments creates greater efficiency, greater accuracy, and increases the value of analytics.

**Measure:** Invoice payments made in MyFloridaMarketPlace as a percentage of total purchase orders.

**Current State:** 7% for FY10-11

**Target:** 20-30% for FY12-13  
30-40% for FY13-14  
40-50% for FY14-15

**4. Greater Electronic Invoice (e-Invoice) Utilization** – Vendors that participate in the Ariba Supplier Network can send electronic invoices, reducing paper and data entry, automating the invoice-to-PO match, and reduce the cost of invoice processing and cycle time.

**Measure:** The percentage of total MFMP invoices that are electronic invoices.

**Current State:** 8% for FY10-11

**Target:** 20-30% for FY12-13  
30-40% for FY13-14  
40-50% for FY14-15

**5. Greater Catalog Utilization** – On-line catalogs make for easier and more efficient purchasing, attracting greater system use, ensures accurate pricing, enables greater contract compliance, provides for better analytics, and increases spend under management.

**Measure:** The percentage of total line items of purchases against statewide agreements that come from on-line catalogs.

**Current State:** 44% for FY10-11

**Target:** 55-65% for FY12-13  
65-70% for FY13-14  
70-80% for FY-14-15

**6. Greater Number of Agencies Using Sourcing** – Combining a more comprehensive sourcing methodology with the Sourcing module built in to MyFloridaMarketPlace will produce contracts with lower costs of goods and services, reduce sourcing cycle time, and increase quality and transparency. New enhancements in the last upgrade position agencies to begin using the Sourcing module. Today, DMS uses Sourcing for statewide agreement sourcing events. DMS plans to train and roll out this module to other agencies

**Measure:** Number of agencies that have been trained and are actively using the Sourcing module in MyFloridaMarketPlace.

**Current State:** 1 in FY10-11

**Target:** 8 in FY12-13  
15 in FY13-14  
25 in FY14-15

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

**ATTACHMENT 3 - MFMP HARDWARE LIST**

<b>Server Name</b>	<b>Model</b>	<b>Purpose</b>	<b>Location</b>
prdadm01	Sun 280R	email, BPM, code deployment	SSRC
prdadm02	Sun 280R	email, BPM	SSRC
flwily1	Sun v480	Wily Enterprise Manager	SSRC
prdarb11	Sun v480	PRD VIP webserver 1	SSRC
flprf21	Sun v1280	PRD application server	SSRC
FLGRID1	Sun v240	PRD Oracle Grid Control	SSRC
SiteScope	Compaq DL360	Application/hardware monitoring	SSRC
prdarb12	Sun v480	PRD VIP webserver 2	SSRC
SRC Monitor	Planar PL170M	Monitor for MFMP 2.0 Windows servers at SSRC	SSRC
CATALYST	Cisco 4506	MFMP 2.0 network	SSRC
CATALYST	Cisco 4506	MFMP 2.0 network	SSRC
Netscreen	Juniper NS50	MFMP 2.0 firewall	SSRC
BigIP	F5 BigIP	Load balancing - MFMP2.0	SSRC
BigIP	F5 BigIP	Load balancing - MFMP2.0	SSRC
DBSTOR01	Sun 3510	PRD database storage	SSRC
DBSTOR02	Sun 3510	PRD database storage	SSRC
flprf31	Sun V880	PRD database server	SSRC
SRC console	Opengear CM 4148	Out of band management	SSRC
TAPESTOR01	Sun LT02	Tape drive for offsite bulk transfers/backups	SSRC
prdarb32	Sun v880	PRD VIP database server	SSRC
VREQSTOR01	Sun 3510	PRD database storage	SSRC
VREQSTOR02	Sun 3510	PRD database storage	SSRC
qaarb31	Sun v480	PRD Oracle Grid Control	SSRC
qaflvreq22	Sun v240	QA/PM VIP application server	SSRC
qaarb23	Sun v240	Perforce (change control) server	SSRC
flqa33	Sun v480	QA Oracle Grid Control, backup restoration test bed	SSRC
flvreq23	Sun T5120	PRD VIP appserver 1	SSRC
flvreq24	Sun T5120	PRD VIP appserver 2	SSRC
BigIP	F5 bigIP LTM 2000	Load balancing - MFMP3.0	SSRC
BigIP	F5 bigIP LTM 2000	Load balancing - MFMP3.0	SSRC
ADMSWT01	Cisco WS-2960G-24TC-L V04	MFMP 3.0 network	SSRC
ADMSWT02	Cisco WS-2960G-24TC-L V04	MFMP 3.0 network	SSRC
FLCON2	Opengear CM 4148K	Out of band management	SSRC
flprd11	T5120	MFMP 3.0 PRD webserver 1	SSRC
flprd12	T5120	MFMP 3.0 PRD webserver 2	SSRC
flprd21	Sun T5440	PRD Buyer appserver 1	SSRC
flprd22	Sun T5440	PRD Buyer appserver 2	SSRC
flprd23	Sun T5120	PRD Sourcing/Analysis appserver 1	SSRC
flprd24	Sun T5120	PRD Sourcing/Analysis appserver 2	SSRC



Server Name	Model	Purpose	Location
flprd31	Sun M4000	MFMP 3.0 PRD db server 1	SSRC
flprd32	Sun M4000	MFMP 3.0 PRD db server 2	SSRC
flprd01	Sun 2540	PRD database storage	SSRC
flprd02	Sun 2510	PRD database storage	SSRC
flqa01	Sun 3510	Non-production database storage	SSRC
flqa02	Sun 3510	Non-production database storage	SSRC
PRDSWT01	Cisco 4948-10GE	MFMP 3.0 network	SSRC
PRDSWT02	Cisco 4948-10GE	MFMP 3.0 network	SSRC
asa1	Cisco ASA 5510	MFMP 3.0 firewall	SSRC
asa2	Cisco ASA 5510	MFMP 3.0 firewall	SSRC
flqa11	Sun v240	Non-production webserver 1	SSRC
flqa12	Sun v240	Non-production webserver 2	SSRC
flqa21	Sun v240	MFMP 3.0 QA appserver 1	SSRC
flqa22	Sun v240	MFMP 3.0 QA appserver 2	SSRC
flqa23	Sun v240	TRN Buyer appserver	SSRC
flqa24	Sun v240	TRN Sourcing/Analysis appserver	SSRC
flqa25	Sun v240	PM Buyer appserver	SSRC
flqa31	Sun T5120	MFMP 3.0 non-production database server 1	SSRC
flqa32	Sun T5120	MFMP 3.0 non-production database server 2	SSRC
fladm1	Sun v240	email, code deployment	SSRC
fladm2	Sun v240	email	SSRC
ssrc-vmware1	Dell 610	VM host 1	SSRC
ssrc-vmware2	Dell 610	VM host 2	SSRC
FL-Loadrunner	Compaq DL380 - G2	Mercury LoadRunner load generator	SSRC

**FORM 1 - BUSINESS/CORPORATE REFERENCE**

Florida Department of Management Services  
Invitation to Negotiate No.: DMS-11/12-030

Invitation to Negotiate Contract For  
MyFloridaMarketPlace Service Provider

This Business / Corporate Reference form must be completed by the person giving the reference for the Respondent. For purposes of this form, the Respondent is the business entity that currently provides, or has previously provided, services to your organization, and is submitting a reply to the above-mentioned competitive solicitation. References shall pertain to current / ongoing services or those that were completed prior to January 1, 2012.

Upon completion of this form please return original to Respondent.

**NOTE:** References shall not be given by: employees of the State of Florida, persons employed by the state within the past three (3) years, persons currently or formerly employed or supervised by the Respondent or its affiliates, board members within the Respondent's organization, or relatives of any of the above.

---

1. This business reference is for (Respondent's Name):
  
2. Name, title (including organization), and other contact information of the person providing the reference:

Name:	
Organization:	
Title:	
Business Address:	
Telephone:	
Email:	

3. Please describe your relationship with the Respondent.
  
4. How many years have you done business with the Respondent? Please provide dates.
  
5. Using the table below please identify which of the services being procured via this ITN Respondent has provided to your organization during the past five (5) years.

	<b>ITN Service Areas</b>	<b>Y / N</b>	<b>Years of Services to your Organization</b>
A.	Program Management	Choose an item.	Choose an item.
B.	Application Management	Choose an item.	Choose an item.
C.	Buyer Management	Choose an item.	Choose an item.
D.	Vendor and Sourcing Management	Choose an item.	Choose an item.
E.	Catalog Management	Choose an item.	Choose an item.
F.	Help Desk Management	Choose an item.	Choose an item.
G.	Billing and Collections Management	Choose an item.	Choose an item.
H.	Other	Choose an item.	Choose an item.

6. Please describe the procurement service(s) the Respondent provided / currently provides to your organization under your contract(s), making sure to describe in detail the quality of the services, the number of system users, suppliers, and disparate buying entities (e.g., departments, agencies, divisions) if the contract is / was for eProcurement services, and how effective Respondent was in meeting its obligations under the contract.
  
7. Did the Respondent act as a primary provider or as a subcontractor?
  
8. Do you have a business, profession, or other interest in the Respondent's organization? If yes, please identify the interest?
  
9. Has your organization experienced any contract performance issues or problems with the Respondent's organization? If so, please describe.
  
10. Please describe your level of satisfaction with the overall services provided by the Respondent.
  
11. Would you conduct business with the Respondent's organization again?

12. Are there any additional comments you would like to make regarding the Respondent's organization?

---

**Signature:**

---

**Name (Printed):**

---

**Date:**

**FORM 2 - PASS / FAIL CERTIFICATION**

Florida Department of Management Services  
Invitation to Negotiate No.: DMS-11/12-030  
Invitation to Negotiate Contract For  
MyFloridaMarketPlace Service Provider

This Pass / Fail Certification form must be completed by a representative of the organization who is authorized by the organization to contractually bind the organization to agreements with a value equal to or greater than \$1,000,000; is capable of certifying that the organization will satisfy these requirements in any prospective contracts executed pursuant to this competitive solicitation; and signs the cover letter included in **TAB A** of Respondent's reply to this ITN (see section 3.11):

- A.** All data generated, used or stored by Respondent pursuant to the prospective contract state will reside and remain in the United States and will not be transferred outside of the United States;
- B.** All services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- C.** Respondent has a minimum of at least five (5) years experience in administering an eProcurement solution using the Ariba eProcurement suite;
- D.** Respondent has experience providing eProcurement outsourcing services for a customer with a minimum 1,000 system users, 10,000 suppliers, and at least 5 disparate buying entities (e.g., departments, agencies, divisions) with unique rules;
- E.** Respondent has experience providing procurement consulting services (e.g., strategic sourcing, contract management, catalog management) in the public sector;
- F.** Its proposed solution and all services provided under the Contract will be compliant with all laws rules and other authority applicable to providing the services including, but not limited, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, Florida Statutes);
- G.** Respondent will act as the prime contractor to the Department for all services provided under the contract that results from this ITN;
- H.** Prior to execution of prospective contract, Respondent will deliver to the Department a Performance Bond or Irrevocable Letter of Credit in the amount equal to the lesser of \$2 million dollars the average annual price of the contract (averaged from the initial 4 year contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the contract (including renewal years); and
- I.** Respondent is registered, or will agree to register, in the State of Florida's eProcurement system, MyFloridaMarketPlace before execution of the prospective contract. **SEE PUR 1000, SECTION 14.** The 1% MFMP surcharge applies to this contract and is detailed in PUR 1000.
- J.** Respondent attests to its positive financial standing and Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

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

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

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

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

Organization: \_\_\_\_\_

**FORM 3 - RESPONDENT'S CONTACT INFORMATION**

The Respondent shall identify the contact information as described below.

**For solicitation purposes, the Respondent's contact person shall be:**

**For contractual purposes, should the Respondent be awarded, the contact person shall be:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**FORM 4 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

**287.087 Preference to businesses with drug-free workplace programs.**--Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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, 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

**FORM 5 - NOTICE OF CONFLICT OF INTEREST**

**Organization Responding to Solicitation:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

For the purpose of participating in this solicitation process and complying with the provisions of chapter 112, of the Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Management Services:

1. Identify all corporate officers, directors or agents of the Respondent who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

\_\_\_\_\_

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

\_\_\_\_\_

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

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

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

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

Organization: \_\_\_\_\_



**FORM 6 - NON-COLLUSION CERTIFICATION**

**Organization Responding to Solicitation:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

On behalf of the organization I represent I hereby certify that the following is correct and true:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm 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.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Firm)  
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I certify that I and the firm I represent understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

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

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

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

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

Organization: \_\_\_\_\_

**FORM 7 - CERTIFICATION OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Department of Management Services to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

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

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

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

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

Organization: \_\_\_\_\_

**FORM 8 - SUBCONTRACTING**

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: \_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Occupational License No: \_\_\_\_\_

Acknowledgement from Contractor that this subcontractor has successfully complied with the "Subcontractor Acceptance Process":  
Yes \_\_\_\_\_ No \_\_\_\_\_

W-9 verification: Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

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

**FORM 9 - COST PROPOSAL SPREADSHEET**