



Information Technology Staff Augmentation Services

State Term Contract No. 80101507-SA-15-1

Between Florida Department of Management Services and [REDACTED]

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

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 14-80101507-SA-B for Information Technology Staff Augmentation Services. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. Contract Term

The term of this Contract for information technology staff augmentation services will be for two (2) years with no renewals. The Contract Term will begin on March 1, 2017, or the date of the last signature on this Contract, whichever is later.

2. Contract

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

This Contract together with RFP 14-801201507, incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

The following exhibits and attachments are incorporated in their entirety into, and form part of, this Contract:

- a) Exhibit A: Contract Conditions, General and Special
- b) Exhibit B: Resume Self-Certification Form
- c) Exhibit C: Contractor Selection Justification Form
- d) Exhibit D: Contractor Performance Survey
- e) Attachment 1: Contractor's submitted Staffing Resource Management Plan from RFP 14-80101507-SA-B
- f) Attachment 2: Contractor's submitted Pricing Sheets from RFP 14-80101507-SA-B

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

- a) This Contract
- b) Special Contract Conditions, Exhibit A, Section 1
- c) General Contract Conditions, Exhibit A, PUR 1000
- d) RFP 14-80101507-SA-B
- e) Contractor's submitted Staffing Resource Management Plan and Pricing Sheets to RFP 14-80101507-SA-B

3. Statement of Work

The Contractor shall provide information technology staff augmentation services.

The Contractor shall possess the professional and technical staff necessary to perform the information technology staff augmentation services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

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

Contractor staff shall render services identified by the Customer and shall be paid on an hourly basis.

The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

4. Minimally Required Deliverables/Tasks

Staff augmentation services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks including but not limited to the following:

- Developer
- Project Manager
- Analyst
- Designer
- Data Administration
- DB Technical Support
- Manager/Supervisor
- Webmaster
- Technical Support
- Section DBA/DBAT
- Component Support
- Maintenance of Production Computer Applications
- Enhancement of Production Computer Applications
- Database support
- Data Administration

- Data Analysis
- Data Mapping
- Enterprise Application Development
- Develop Rapid Technology Solutions
- Develop Disaster Recovery processes
- Technical Writing
- Plan, Organize and Implement technology upgrades
- Development and Actively practice Business Systems Support Standards and Methodology
- Software and Hardware Upgrades and Testing
- Determining User Requirements for Functional Business Computer Applications
- Scheduling Resources and Tasks for Development, Enhancement and Maintenance of Computer Applications
- Designing Computer Systems
- Designing and Creating Prototypes
- Design and create Test Plans
- SharePoint
- Documents design specifications, installation instructions, and other system-related information
- Creates, updates, and reviews documentation as required based on the development methodology utilized
- Performs security analyses and risk assessments as needed
- C#.Net
- ASP.Net
- Microsoft Visual Studio 2010 or later
- Team Foundation Server (TFS)
- ANSI SQL (Oracle, or SQL Server)
- Crystal Reports
- Experience with Object-Relational Mapping (ORM) software
- Web services (WSDL, SOAP or WCF)
- FileNet
- Construction - Programming including one or a combination of the following languages
 - Allfusion:Gen Central Encyclopedia
 - Allfusion:Gen workstation toolset for web server, online and batch procedures
 - Allfusion:Gen Com Proxy service
 - Use of TSO
 - Use of ISPF
 - COBOL
 - FrontPage
 - .NET
 - nHibernate
 - MVS/Visual Source Safe
 - ASP
 - C#
 - C
 - C++
 - Microsoft Office
 - CICS
 - JCL
 - MRE
 - FOCUS
 - WebFOCUS
 - Subversion

- Impact Analysis
- Risk Analysis
- Develop test plans and conduct User Acceptance Testing
- Organize, Plan, and Conduct Joint Application Development (JAD) sessions
- Develop and produce product Presentations
- Develop Media
- Create CBT's
- Conduct GoTo Meetings
- Conduct Teleconferences
- Submit DBA requests
- Debug programs
- Perform analysis, design and construction of Data Models
- Create CRUD Diagrams
- Use a Copier
- Make or answer phone calls
- Use Outlook for email and calendaring
- Schedule Meetings
- Schedule conference calls
- Conduct status meetings

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a purchase order.

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

5. Amendments

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

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

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

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

Contractor

By: Debra Forbess
Title: Director of Finance and Administration
Date:_____

By: _____(Print Name)
Title: _____(Print Title)
Date:_____

EXHIBIT A

Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

1 Special Contract Conditions

1.1. Electronic Invoicing (eInvoicing)

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

1.1.1 Commerce eXtensible Markup Language (cXML)

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

1.1.2 Electronic Data Interchange (EDI)

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

1.1.3 Purchase Order Flip via Ariba Network (AN)

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

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

1.2 Purchasing Card (P-card) Program

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

1.3 Compliance with Laws

The Contractor 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. For example, Chapter 287, of Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A 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 any such applicable laws, rules, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

1.4 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

1.5 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail, sufficient enough for a proper pre-audit and post-audit.

1.6 Return of Funds

The contractor will return to the Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment to the Customer within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Customer of the overpayment.

1.7 Bills for Travel

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

1.8 Public Records

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

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

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

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

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

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

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

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

1.9 Intellectual Property

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

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

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

1.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

1.11 Subcontracts

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

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

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

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

1.12 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

1.13 Contractor Certification

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

1.14 Diversity Reporting

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

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

1.15 Business Review Meetings

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

1.16 Ethical Business Practices

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

1.17 Delays and Complaints

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

1.18 Sales and Use Tax

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

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

1.19 Insurance, Loss Deductible

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

1.20 Insurance, Subcontractor's Public Liability and Property Damage

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

1.21 Performance and Payment Bonds

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

1.22 Contract Revisions

Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

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

Only the above-listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

1.23 Financial Consequences

1.23.1 Financial Consequences for Non-performance

Financial consequences shall apply for non-performance of the contract by a Contractor. The State shall apply financial consequences identified below to Purchase Orders or Contracts issued by Customers. In addition:

In the event that a deliverable is deemed unsatisfactory by the Customer, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Customer, within the timeframe established by the Customer.

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

Failure to respond to a Customer request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

1.23.2 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to 1.23.1 and any other remedies provided by law, if Contractor fails to comply with the requirements of the Customer's purchase order, Contractor shall pay to the Customer financial consequences for such failures, unless the Customer waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance with the purchase order. This amount shall be reflected as a credit on the invoice submitted to the Customer. The Customer at its sole discretion shall determine when the Contractor is failing to comply and the Contractor at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

1.24 Invoicing

The Contractor shall be paid upon submission of monthly or quarterly invoices to the Customer after delivery and acceptance of services. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order number, state contract number, and the Contractor's Federal Employer Identification Number. The Customer reserves the right to request additional documentation.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

1.25 Cooperation with the Inspector General

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

1.26 Contractor Employee Conduct

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

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

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

1.27 Contractor Security Clearance

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

1.28 Confidentiality and Safeguarding Information

The Contractor or Contractor's employees may have access to confidential information. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

The Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Except as necessary to fulfill the terms of this Contract and with the permission of the Customer, Contractor and Contractor's employees shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Customer.

Contractor and Contractor's employees agree not to use or disclose any information concerning a recipient of services under the State or the Customer for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor or Contractor's employees have access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Customer Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify the Department and the Customer in writing of any disclosure of unsecured confidential information by Contractor, its employees, agents or representatives which are not in compliance with the terms of the Contract (of which it becomes aware). The Contractor also shall report to the Department and the Customer any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its subcontractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Customer information in Contractor's possession or electronic interference with Customer operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Department and the Customer not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

1.29 Request for Quotes

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

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

1.29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

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

1.30 Resume Self-Certification Form

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

1.31 Purchase Orders

A Customer shall order services via a purchase order. Purchase orders shall establish direct labor hours at specified fixed hourly rate not to exceed those in the awarded Contract.

When creating purchase orders for this Contract the Customer shall attach to the purchase order a completed signed Contractor Selection Justification Form (Exhibit C) for each candidate included in the purchase order.

Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

1.32 Quarterly Contractor Performance Reporting

Customers shall complete a Contractor Performance Survey (Exhibit D) for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35.

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

1.33 Transaction Fee/Monthly Transaction Fee Report

All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees per 287.057(22), Florida Statutes.

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

1.34 Quarterly Sales Reports

Each Contractor shall submit a sales report by job title and scope variants to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 1.35. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor.

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

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

1.35 Quarterly Reporting Timeframes

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

- Quarter 1 - (July-September) – Due by October 31
- Quarter 2 - (October-December) – Due by January 31
- Quarter 3 - (January-March) – Due by April 30
- Quarter 4 - (April-June) – Due by July 31

1.36 Indemnity

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit B
Resume Self-Certification Form**

Contractor candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's RFQ's, see Section 1.29 of the Contract.

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

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

Print Full Legal Name of Candidate

Candidate's Signature

Date

Candidate's Form of Identification Presented

Identification number

Contractor's Witness Signature One _____
Date

Contractor's Witness Signature Two _____
Date

Print Name Contractor's Witness One

Print Name Contractor's Witness Two

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit C
Contractor Selection Justification Form**

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

Date: _____

Contractor's Name: _____

Contractor's Contact Information: Address: _____

Phone: _____

Email: _____

Candidate's Name: _____

Date Candidate will be available: _____

Hourly rate of candidate: \$ _____

Position candidate recommended for: _____

Justification for selection of candidate:

Agency: _____ Division/Section/Unit: _____

Printed Name: _____ Title: _____

Signature _____ Date: _____

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit D
Contractor Performance Survey**

Customers shall complete this Contractor Performance Survey for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35 of Contract Number 80101507-SA-15-1.

Contractor's Name: _____ Quarter: _____

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

PO Starting Date _____ Ending Date _____

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

Quality of Service

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

Cost Control

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

Timeliness of Performance

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

Business Relations

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

Customer Satisfaction

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

Comments: (Please use additional page if necessary.)

Agency: _____ Division/Section/Unit: _____

Rater's Printed Name: _____ Title: _____

Rater's Signature _____ Date: _____

Phone Number: _____ Email Address: _____

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

Exhibit F

**Contractor Performance Survey
Rating Definitions**

Excellent (3)

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

Acceptable (2)

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

Poor (1)

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

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



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Request for Proposals (RFP)

Information Technology Staff Augmentation Services Rebid

RFP No. 14-80101507-SA-B

January 2016

TABLE OF CONTENTS

1 Introduction..... 3
2 Solicitation Overview 7
3 Instructions11
4 Respondent Submission15
5 Evaluation Methodology.....18
6 Scope of Work22
7 Draft Contract23

ATTACHMENTS

ATTACHMENT A RESPONDENT INFORMATION FORM
ATTACHMENT B RESPONSIBLE VENDOR REVIEW FORM
ATTACHMENT C FINANCIAL CERTIFICATION FORM
ATTACHMENT D IT EXPERIENCE CERTIFICATION FORM
ATTACHMENT E PRICE SHEETS
ATTACHMENT F RESPONDENT RESPONSE CHECKLIST
ATTACHMENT G TIMELINE OF EVENTS

1 Introduction

The State of Florida (State), Department of Management Services (Department), invites interested vendors to submit proposals in accordance with these solicitation documents for information technology staff augmentation services (Services).

The purpose of the solicitation is to establish a new State Term Contract (STC), for use by all Eligible Users (Customers). The STC that results from this solicitation is intended to provide the capability for Customers to issue a Request for Quotes (RFQ), to Contractors awarded under the contract, for Information Technology (IT) staff that possess the technical skills that are needed by the Customer on an hourly assignment basis.

The Department intends to make multiple awards from this solicitation as specified in section 5.5.

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

1.1 Objective

The objective of the Department in issuing this solicitation is to establish a STC as defined by subsection 287.012(28), Florida Statutes for Services. Information regarding the desired services can be found in section 6, Scope of Work, of this solicitation document.

1.2 Term

The term of the contract will be two (2) years, with no renewal years.

1.3 Definitions

The definitions listed below apply to this solicitation in addition to the definitions in the General Contract Conditions (PUR1000) and General Instructions to Respondents (PUR1001). In case of any conflict between these definitions and those of the PUR1000 and PUR1001, the definitions below will take precedence.

1.3.1 Contractor(s)

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

1.3.2 Customer

Any Eligible User as defined below in 1.3.3 that attempts to procure services under the Contract.

1.3.3 Eligible User

Per Rule 60A-1.005, Florida Administrative Code, the following entities are eligible users:

- 1.3.3.1 All governmental agencies, as defined in section 163.3164, Florida Statutes, which have a physical presence within the State of Florida;
- 1.3.3.2 Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

1.3.4 Principal Personnel

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

1.3.5 Prior IT Staff Augmentation Contract Experience

Demonstrated working experience in the Services.

1.3.6 Other Eligible User (OEU)

An Eligible User that is not an "Agency" under section 287.012(1), Florida Statutes.

1.3.7 Respondent

A vendor who submits a proposal to this solicitation.

1.3.8 Responsible Vendor

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

1.3.9 Responsive Proposal

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

1.3.10 Responsive Vendor

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

1.3.11 Vendor

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

1.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator, at (850) 922-7535. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.5 Commodity Codes

The Commodity Code used for this solicitation and subsequent contract is 80101507, Information Technology Consulting Services, United Nations Standard Products and Services Codes (UNSPSC).

1.6 Procurement Officer

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

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

Jerilyn Bailey, Bureau Chief
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: 850-488-2773
Email: jerilyn.bailey@dms.myflorida.com

1.6.1 Submitting Questions

All questions regarding the content of this solicitation must be submitted in accordance with section 5 of the PUR 1001, which is incorporated by reference in section 3 of this solicitation. Directions on submitting questions can be found in section 2.7 of this solicitation.

1.6.2 Limit on Contact Reminder

Please note: section 21 of the PUR 1001 incorporated into this solicitation by reference, provides the following:

“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

1.7 Must, Shall, Will and Is Required

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

1.8 Who May Respond

The Department will evaluate proposals from Responsive and Responsible Vendors that have experience to meet the specifications of this RFP.

The Department reserves the right to request additional information and/or clarification pertaining to the Respondent’s experience, ability, and qualifications to perform services described in this RFP, during the solicitation or after contract award.

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

If the Respondent’s Proposal is found to contain false or erroneous information after contract award, the contract may be terminated, and the Department may pursue any

other legal action punishable by law. See also section 9, 13th bullet, of the PUR 1001, regarding Respondent misstatements.

2 Solicitation Overview

2.1 Governance

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

2.2 Vendor Bid System

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

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

http://www.myflorida.com/apps/vbs/vbs_main_menu

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

2.3 MFMP Sourcing

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

2.1.1 Posting Phase

A solicitation formally begins when the Department posts a Notice on VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

2.1.1.1 Preview Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. For more information on submitting a question in MFMP Sourcing see Section 2.7.

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

2.1.1.2 Open Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Vendors who have accepted the 'Bidders Agreement' in MFMP Sourcing may submit proposals until the Proposal Due Date listed in the Timeline of Events, section 2.4.

The solicitation remains in 'Open' status until the Proposal Due Date & Time listed in the Timeline of Events, section 2.4.

2.1.1.3 'Pending Selection' Status

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

2.1.1.4. 'Completed/Awarded' Status

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

2.1.2 Evaluation Phase

Once all proposals are received in MFMP Sourcing, the Procurement Officer will examine the Mandatory Requirement Questions and other required documentation, as listed in Attachment F, to determine if each Proposal is deemed Responsive. Proposals deemed non-responsive will not be further evaluated or awarded. Thereafter, the Evaluation Team will perform an evaluation of all Responsive Proposals using the Selection Methodology described in section 5. Following the evaluation, the Procurement Officer completes a Proposal Tabulation.

2.4 Timeline of Events

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

2.5 Pre-Proposal Conference

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

2.6 Public Meetings During the Solicitation

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

Each public meeting will be held according to the Timeline of Events, section 2.4.

2.7 Vendor Questions

The Department invites interested and registered Vendors to submit questions regarding the solicitation.

Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001, incorporated into this solicitation by reference). Questions can be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events, section 2.4.

The following text replaces Paragraph 5 of PUR 1001:

Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR1001.

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

The Department will answer all submitted questions in a Question and Answer Addendum as described in section 2.8.

2.8 Question and Answer (Q&A) Addendum

The Department will issue an addendum containing the questions submitted by Vendors and the written binding answers of the Department. This addendum will be issued according to the Timeline of Events, section 2.4.

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

2.9 Addenda

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

2.10 Contract Formation

The Department intends to enter into a contract with each awarded Respondent. The final contract will be composed of the following:

- 2.8.1 Contract document
- 2.8.2 Solicitation document
- 2.8.3 Respondent's proposal to the Solicitation
- 2.8.4 Other Documentation (as required)

Please note: Any outstanding Transaction Fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any contract.

2.11 Proposal Contents

The Respondent's proposal shall be organized as directed in section 4 of this solicitation. Respondents shall complete each section entirely or the Respondent may not be deemed Responsive.

2.12 Documentation

Pursuant to 119.071 Florida Statutes, a sealed proposal to this solicitation is exempt from public records disclosure until the Department provides notice of its intended decision or 30 days after the opening of proposals, whichever comes earlier. Rejection of all proposals may result in up to 12 months of exemption from public records disclosure pursuant to section 119.071, Florida Statutes, for those proposals should the Department concurrently provide notice that it intends to reissue the competitive solicitation. Notwithstanding the prior statements in the section, portions of sealed proposals may remain confidential or exempt from disclosure if properly protected under other applicable law. See section 3.7.

2.13 Replacement or Withdrawal of Proposal

A Respondent may replace or withdraw a sealed proposal at any time prior to the Proposal Opening listed in the Timeline of Events, section 2.4.

2.14 Commitment to Diversity in Government Contracting

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

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

3 Instructions

This section contains the special instructions to Respondents and additional instructions relevant to the solicitation. General Instructions to Respondents (PUR 1001) is incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#).

3.1 Submitting a Proposal

Respondents will submit their questions and proposals electronically via MFMP Sourcing. To participate within MFMP Sourcing, a Respondent must be a registered vendor in the MFMP Vendor Information Portal (VIP). The Department will only evaluate proposals submitted using MFMP Sourcing.

Vendors must 'Join' the MFMP Sourcing event and answer the Mandatory Requirement Questions (Section 4.1 of this RFP) in order to be able to submit a proposal. As a reminder, the Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS, SEE SECTION 2.4 AND ATTACHMENT G, IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event vendors must:

- a) have a current MFMP vendor registration within the MFMP Vendor Information Portal (VIP); and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

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

Example:

JohnDoeLLC_ExecutiveSummary.pdf
JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_Attachment_B.pdf
JohnDoeLLC_Attachment_C.pdf
JohnDoeLLC_Attachment_D.pdf
JohnDoeLLC_StaffResManPlan.pdf
JohnDoeLLC_PastSACExperience.pdf
JohnDoeLLC_PriceSheet.pdf

Respondents that fail to submit all required information in MFMP Sourcing may be deemed non-responsive. Respondents are responsible for submitting their proposals in MFMP Sourcing by the date and time specified in the Timeline of Events located in section 2.4 of this solicitation. The Department will not consider late proposals.

Mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution is not permitted. The emphasis of each

Respondent's proposal shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a proposal to this solicitation the Respondent agrees to and waives any objections to requirements contained in the solicitation. By submitting a proposal the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

3.1.1 MFMP Registration

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

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

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the Solicitations page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that your business would like to provide to the State. You will not receive notifications for commodities codes that you do not select.

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

The MFMP VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>

3.2 MFMP Training

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

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

Vendors may download the pdf documents for review.

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

3.3 Transaction Fees

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

3.4 MFMP Assistance

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

3.5 Additional Information

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

3.6 No Alternate Proposal

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

3.7 Redacted Submission

The following subsection supplements section 19 of the PUR 1001. If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent is to mark the document as "Confidential", simultaneously provide the Department with a separate redacted copy of its proposal, 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 is to contain the Department's solicitation name, number, and the name of the Respondent on the cover, and is to be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

By submitting a solicitation, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its solicitation are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.8 Price Sheet Instructions

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

AWARDS WILL BE MADE BY JOB TITLE.

RESPONDENTS SEEKING AN AWARD MUST PROVIDE PRICES FOR ALL SCOPE VARIANTS FOR EACH JOB TITLE THEY BID ON. IN OTHER WORDS, THE RESPONDENT IS REQUIRED TO PROVIDE A PRICE FOR EVERY SCOPE VARIANT FOR EACH JOB TITLE FOR WHICH THEY SEEK TO RECEIVE AN AWARD. PROPOSALS FOR JOB TITLES THAT DO NOT CONTAIN PRICES FOR EACH SCOPE VARIANT WILL NOT BE CONSIDERED AND WILL NOT BE EVALUATED BY THE DEPARTMENT.

THE RESPONDENT'S HOURLY RATE SHALL NOT EXCEED THE CEILING RATE LISTED NEXT TO EACH SCOPE VARIANT. PROPOSALS FOR JOB TITLES THAT CONTAIN ANY PRICES FOR ANY SCOPE VARIANTS THAT ARE HIGHER THAN THE CEILING RATES SHALL NOT BE CONSIDERED FOR THAT JOB TITLE AND WILL NOT BE EVALUATED BY THE DEPARTMENT

Pricing offered to the State of Florida for this solicitation shall be the best price available to the State and shall be comparable to or better than the best available pricing offered by the Respondent to similarly situated government entities. Other states similar in size and buying power to the State of Florida are California, New York, and Texas.

Prices shall not increase for the entire contract term.

3.9 Florida Counties or Statewide

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

3.10 Verification of Information

The Department reserves the right to contact any of the entities listed by the Respondent to verify the validity of the information provided. Any information found to be invalid may be grounds for the Respondent to be deemed non-responsive to this solicitation and terminated from the contract.

4 Respondent Submission

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

4.1 Mandatory Requirement Questions

Respondents will submit a Yes/No response to the following Mandatory Requirement Questions within MFMP Sourcing. A Respondent must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible.

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

Mandatory Requirement Questions	
Question 1	Does the Respondent certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?
Question 2	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor, as defined in sections 7 and 8 of the PUR 1001 ?
Question 3	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473 , Florida Statutes?
Question 4	Does Respondent certify that it is not on the Suspended Vendor list? Click on this link to confirm: lists
Question 5	Does Respondent certify that it has read the entire solicitation document and agrees to all Terms and Conditions?

4.2 Uploading Documentation

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

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

4.3 Contents of Proposal

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

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

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

PART ONE: Respondent's Company Information.

4.3.1 Company

- a) Executive Summary (Written by Respondent)
Submit a brief executive summary of the proposal.
- b) Respondent Information Form (Attachment A)
Submit one completed Respondent Information Form.
- c) Responsible Vendor Review Form (Attachment B)
Submit one completed and notarized Responsible Vendor Review Form, as described in section 5.2.
- d) Financial Certification Form (Attachment C)
Submit one completed and notarized Financial Certification Form, as described in section 5.2.

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

4.3.2 Submit information technology experience, as described in section 5.3.1 and a Staffing Resource Management Plan, as described in section 5.3.2.

- a) 5.3.1 IT Experience Certification Form (Attachment D):
Submit one completed IT Experience Certification Form.
- b) 5.3.2 Staffing Resource Management Plan (Written by Respondent):
Submit a Staffing Resource Management Plan, as required in section 5.3.2.

PART THREE: IT Staff Augmentation Contract Experience.

4.3.3 Submit IT Staff Augmentation Contract Experience, as required in section 5.3.3.

PART FOUR: Price Information.

4.3.4 Price Sheets (Attachment E)

Submit completed Price Sheets as indicated in section 3.8, Price Sheet Instructions.

4.4 Submission Capacity Requirements

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

Part	Title	Page Limit
ONE	Executive Summary (Written by Respondent) {PDF File}	1
	Respondent Information Form (Attachment A) {PDF File}	1
	Responsible Vendor Review Form (Attachment B) {PDF File}	2
	Financial Certification Form (Attachment C) {PDF File}	1
TWO	IT Experience Certification Form (Attachment D) {PDF File}	1
	Staffing Resource Management Plan (Written by Respondent) {PDF File}	15
THREE	IT Staff Augmentation Contract Experience (Written by Respondent) {PDF File}	15
FOUR	Price Sheets (Attachment E) {Excel File}	9
Total pages allowable for RFP Response		46

RESPONDENTS WHO SUBMIT MORE PAGES THAN ARE ALLOWABLE IN THIS SOLICITATION MAY BE FOUND NON-RESPONSIVE.

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5 Evaluation Methodology

This section describes the methodology that the Department will use to evaluate responses. Evaluations will be conducted by an Evaluation Team. Scoring will be based on a possible total of 1000 points per Job Title. All Evaluator scores will be averaged.

5.1 Respondent Responsiveness

The Procurement Officer will examine the Respondent's answers to the Mandatory Requirement Questions, the Respondent's completed Price Sheets, and the Respondent's Other Required Documentation to determine if the Respondent is deemed Responsive, as defined in Section 287.012(27) F.S., and in accordance with 287.057(1)(b)4., F.S. Respondents that do not meet all requirements of the solicitation or fail to provide all required information or documents may be deemed non-responsive.

5.2 Respondent Responsibility (Attachments B & C)

Respondent shall complete both the Responsible Vendor Review Form (Attachment B) and the Financial Certification Form (Attachment C). The Department will use these completed forms to determine if a Respondent is Responsible to receive a contract award, as defined in Section 287.012(25), F.S., and in accordance with Section 287.057(1)(b)4., F.S.

5.3 Respondent Proposal Evaluation

The following criteria will be used to evaluate proposals:

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

5.3.1 IT Experience Certification - 100 Maximum Possible Points

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

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

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

5.3.2 Staffing Resource Management Plan - 300 Maximum Possible Points

Respondent shall provide a well-conceived Staffing Resource Management Plan that will become part of the prospective contract.

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

A. Respondent's Proposed Employment Procedures

- Describe Respondent's plan to provide staff for IT Staff Augmentation Services.
- Describe Respondent's employment screening processes that contain the following elements:
 - o Respondent's employment standards (The minimum standards the Respondent requires its employees to follow).
 - o How the Respondent validates staff's resume stated education.
 - o How the Respondent determines the staff fit of resume to the State's Job Title Description and/or Request for Quote criteria.
 - o How Respondent will implement required Resume Self-Certification Form (Exhibit D of the draft Contract).
 - o How the Respondent will conduct interviews and include interview criteria.
 - o How the Respondent will conduct reference checks on staff.
 - o How will Respondent have staff demonstrate their experience prior to submission to State as candidate for a Request for Quote.
- Describe Respondent's operational formula to ensure staffing availability for IT Staff Augmentation services.
- Describe Respondent's ability to remedy staff performance issues.
- Describe Respondent's ability to ensure its employees protect confidential information.

B. Respondent's Principal Personnel

It is preferred that the Respondent's principal personnel have IT experience.

- List Respondent's principal personnel who will be responsible for services under the contract(s) that results from this solicitation and include the following:
 - o Each principal personnel's name, education, credentials and certifications, job title, years of IT experience, and number of years employed with the Respondent.
 - o Describe the role each principal personnel will have in a contract(s) that may result from this solicitation
 - o Describe each principal personnel's Staffing Resource Management role in past IT Staff Augmentation contracts.
 - o Detail any unique expertise and capabilities each principal personnel possess that could bring additional value to the State.

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

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

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

Provide the following for the Respondent’s past and current IT Staff Augmentation Contracts:

- Total number of all IT Staff Augmentation contracts
- Total combined dollar amount all IT Staff Augmentation contracts

For each of the Respondent’s past and current IT Staff Augmentation contracts, provide the following:

- Name of the entity that received the services
- Entity address
- Entity’s contact person’s name, telephone number and email
- Contract number assigned by the Entity
- Original Term of the Contract
- Contract Start Date
- Duration of each contract (Time it actually took to complete the work)
- Total dollar amount received
- The number of staff assigned
- Type of tasks performed by assigned staff

Staff Augmentation Contract Experience will be evaluated using the following scoring methodology:

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

5.3.4 Price - 400 Maximum Possible Points per Job Title

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

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

Where:

X = lowest price of all proposals submitted per Job Title

N = Respondent’s submitted total price per Job Title

Z = points awarded

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

5.5 Basis of Award

The Department intends to make multiple awards from this solicitation and anticipates awarding up to 200 contracts, per Job Title, to responsible and responsive Respondent(s) with the highest total scores. However, the Department reserves the right to award to more or less than 200, per Job Title, to responsive and responsible Respondents or to make no award, as determined to be in the best interest of the State.

5.6 Disqualification

Proposals that do not conform in all material respects to the solicitation may be rejected as non-responsive. Respondents who have not demonstrated the capacity in all respects to fully perform the contract requirements, and the integrity and reliability to perform in good faith may be deemed non-responsive. The Department reserves the right to determine which Respondents are responsive and responsible.

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6 Scope of Work

The awarded Contractor(s) shall provide information technology staff augmentation services including comprehensive staff resource management. Contractor's staff shall render information technology services identified by Customers and shall be paid on an hourly basis.

Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks.

6.1 Ongoing Contractor Performance Measures

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

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7 Draft Contract Document



Information Technology Staff Augmentation Services

Contract No. 80101507-SA-15-1

Between Florida Department of Management Services and _____

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

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 14-80101507-SA-B for staff augmentation services. After evaluation of proposals, the Department determined that the Contractor's proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. Contract Term

The Contract Term of this Contract for staff augmentation services will be for two (2) years with no renewals. The Contract Term will begin on September 1, 2016, or the date of the last signature on this Contract.

2. Contract

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

This Contract, together with the following attached exhibits, and RFP 14-80101507-SA-B, incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

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

- a) Exhibit A: Contract Conditions, General and Special
- b) Exhibit B: Contractor's submitted Staffing Resource Management Plan
- c) Exhibit C: Contractor's submitted Pricing Sheets from RFP 14-80101507-SA-B

- d) Exhibit D: Resume Self-Certification Form
- e) Exhibit E: Contractor Selection Justification Form
- f) Exhibit F: Contractor Performance Survey

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

- a) The Contract
- b) Special Contract Conditions, Exhibit A, Section 1
- c) General Contract Conditions, Exhibit A, PUR 1000
- d) RFP 14-80101507-SA-B
- e) Contractor's submitted proposal to RFP 14-80101507-SA-B

3. Statement of Work

The Contractor shall provide information technology staff augmentation services.

The Contractor shall possess the professional and technical staff necessary to perform the information technology staff augmentation services required by this contract and the staff shall have sufficient skill and experience to perform the services assigned to them.

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

Contractor staff shall render services identified by the Customer and shall be paid on an hourly basis.

The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

4. Minimally Required Deliverables/Tasks

Staff augmentation services, identified by the Customer in a Request for Quote, are diverse and routine services may require any information technology functions and tasks including but not limited to the following:

- Developer
- Project Manager
- Analyst
- Designer
- Data Administration
- DB Technical Support
- Manager/Supervisor
- Webmaster
- Technical Support
- Section DBA/DBAT

- Component Support
- Maintenance of Production Computer Applications
- Enhancement of Production Computer Applications
- Database support
- Data Administration
- Data Analysis
- Data Mapping
- Enterprise Application Development
- Develop Rapid Technology Solutions
- Develop Disaster Recovery processes
- Technical Writing
- Plan, Organize and Implement technology upgrades
- Development and Actively practice Business Systems Support Standards and Methodology
- Software and Hardware Upgrades and Testing
- Determining User Requirements for Functional Business Computer Applications
- Scheduling Resources and Tasks for Development, Enhancement and Maintenance of Computer Applications
- Designing Computer Systems
- Designing and Creating Prototypes
- Design and create Test Plans
- SharePoint
- Documents design specifications, installation instructions, and other system-related information
- Creates, updates, and reviews documentation as required based on the development methodology utilized
- Performs security analyses and risk assessments as needed
- C#.Net
- ASP.Net
- Microsoft Visual Studio 2010 or later
- Team Foundation Server (TFS)
- ANSI SQL (Oracle, or SQL Server)
- Crystal Reports
- Experience with Object-Relational Mapping (ORM) software
- Web services (WSDL, SOAP or WCF)
- FileNet
- Construction - Programming including one or a combination of the following languages
 - Allfusion:Gen Central Encyclopedia
 - Allfusion:Gen workstation toolset for web server, online and batch procedures
 - Allfusion:Gen Com Proxy service
 - Use of TSO
 - Use of ISPF
 - COBOL
 - FrontPage
 - .NET

- nHibernate
- MVS/Visual Source Safe
- ASP
- C#
- C
- C++
- Microsoft Office
- CICS
- JCL
- MRE
- FOCUS
- WebFOCUS
- Subversion
- Impact Analysis
- Risk Analysis
- Develop test plans and conduct User Acceptance Testing
- Organize, Plan, and Conduct Joint Application Development (JAD) sessions
- Develop and produce product Presentations
- Develop Media
- Create CBT's
- Conduct GoTo Meetings
- Conduct Teleconferences
- Submit DBA requests
- Debug programs
- Perform analysis, design and construction of Data Models
- Create CRUD Diagrams
- Use a Copier
- Make or answer phone calls
- Use Outlook for email and calendaring
- Schedule Meetings
- Schedule conference calls
- Conduct status meetings

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a purchase order.

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

5. Amendments

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

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

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

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

Contractor

By: [insert name]

By: [insert name]

Date

Date

Information Technology Staff Augmentation Services

Contract No. 80101507-SA-15-1

EXHIBIT A

Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference, and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

1 Special Contract Conditions

1.1. Electronic Invoicing (eInvoicing)

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

1.1.1 Commerce eXtensible Markup Language (cXML)

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

1.1.2 Electronic Data Interchange (EDI)

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

1.1.3 Purchase Order Flip via Ariba Network (AN)

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In

addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

1.2 Purchasing Card (P-card) Program

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

1.3 Compliance with Laws

The Contractor 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. For example, Chapter 287, of Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A 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 any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

1.4 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

1.5 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail, sufficient enough for a proper pre-audit and post-audit.

1.6 Return of Funds

Contractor will return to the Customer any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment to the Customer within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Customer of the overpayment.

1.7 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance with section 112.061, Florida Statutes.

1.8 Public Records

The Department may unilaterally terminate the Contract if the Contractor refuses to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are confidential or exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Contractor considers any portion of materials made or received in the course of performing the Contract ("contract related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department. Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should

only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

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

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor’s determination that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

1.9 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

1.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

1.11 Subcontracts

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

1.12 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

1.13 Scrutinized Company List

Pursuant to subsection 287.135(5), Florida Statutes, at the time a Respondent submits a proposal or before entering into a contract where the value exceeds \$1 million, the Respondent or Contractor must certify 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.

Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor 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.

1.14 Diversity Reporting

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

Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

1.15 Business Review Meetings

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

1.16 Ethical Business Practices

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

1.17 Delays and Complaints

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

1.18 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

1.19 Insurance, Loss Deductible

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

1.20 Insurance, Subcontractor's Public Liability and Property Damage

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

1.21 Performance and Payment Bonds

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

1.22 Contract Revisions

Notwithstanding General Contract Conditions section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

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

Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

1.23 Financial Consequences

1.23.1 Financial Consequences for Non-performance

Financial consequences shall apply for non-performance of the contract by a Contractor. The State shall apply financial consequences identified in this solicitation in Purchase Order or Contract issued by Customers. In addition:

In the event that a deliverable is deemed unsatisfactory by the Customer, the Contractor shall re-perform the deliverable as needed for submittal of a satisfactory deliverable, at no additional cost to the Customer, within the timeframe established by the Customer.

Continued Contractor inability to perform under the conditions of the contract, via the established Complaint to Vendor process, per Rule 60A-1.006 Florida Administrative Code (PUR 7017 form), may result in default proceedings.

Failure to respond to a Customer request to correct a deficiency in the performance of the Contract may result in termination of the Contract.

1.23.2 Financial Consequences for Failure to Comply with Purchase Order Requirements

In addition to 1.23.1 and any other remedies provided at law, if Contractor fails to comply with the requirements of the Customer's purchase order, Contractor shall pay to the Customer financial consequences for such failures, unless the Customer waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor. A financial consequence in the amount of one (1) times the hourly rate(s) of each Contractor employee assigned to the purchase order will be assessed against Contractor for each submittal of an invoice during the period that the Contractor is out of compliance of the purchase order. This amount shall be reflected as a credit on the invoice submitted to the Customer. The Customer at its sole discretion shall determine when the Contractor is failing to comply and the Customer at its sole discretion shall determine when the Contractor has remedied the failure.

These consequences for non-performance are not to be considered penalties and are solely intended to compensate for damages.

1.24 Invoicing

The Contractor shall be paid upon submission of monthly or quarterly invoices to the Customer after delivery and acceptance of services. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order number, state contract number and the Contractor's Federal

Employer Identification Number. The Customer reserves the right to request additional documentation.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

1.25 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

1.26 Contractor Employee Conduct

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

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

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

1.27 Contractor Security Clearance

Customers may designate certain duties and positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer.

Contractor or Contractor's employees who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust are required to submit to a Level 2 background screening and be approved to work in special trust positions prior to being assigned to the position.

Level 2 screenings may include fingerprinting of individuals and submission of the fingerprints through the Florida Department of Law Enforcement (FDLE) for a local, state and National Crime Information Center (NCIC) check of law enforcement records through the Federal Bureau of Investigation (FBI).

Contractor or Contractor's employees, who have criminal histories, are under criminal investigation or become the subject of a criminal investigation for any disqualifying offense, including, but not limited to, theft, fraud, forgery, embezzlement, crimes of violence or any similar offenses should not be assigned to do work on this Contract. Contractor or Contractor's employees whose screening results indicate convictions of disqualifying offenses will not be allowed to work on this Contract. This includes individuals who plea or pled nolo contendere or no contest to disqualifying offenses.

1.28 Confidentiality and Safeguarding Information

Contractor or Contractor's employees may have access to confidential information. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.

Except as necessary to fulfill the terms of this Contract and with the permission of the Customer, Contractor and Contractor's employees shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Customer.

Contractor and Contractor's employees agree not to use or disclose any information concerning a recipient of services under the State or the Customer for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

If Contractor or Contractor's employees have access to confidential information in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable Customer Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

Contractor shall notify the Department and the Customer in writing of any disclosure of unsecured confidential information by Contractor, its employees, agents or representatives which is not in compliance with the terms of the Contract (of which it becomes aware). Contractor also shall report to the Department and the Customer any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Customer information in Contractor's possession or electronic interference with Customer operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to the Department and the Customer not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what

corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to Contractor's obligations under this Contract or is not subject to further unauthorized use.

1.29 Request for Quotes

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

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

1.29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

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

1.30 Resume Self-Certification Form

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

1.31 Purchase Orders

A Customer shall order services via a purchase order. Purchase orders, shall establish direct labor hours at specified fixed hourly rate not to exceed those in the awarded Contract.

When creating purchase orders for this Contract the Customer shall attach to the purchase order a completed signed Contractor Selection Justification Form (Exhibit E) for each candidate included in the purchase order.

Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

1.32 Quarterly Contractor Performance Reporting

Customers shall complete a Contractor Performance Survey (Exhibit F) for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35.

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

1.33 Transaction Fee/Monthly Transaction Fee Report

All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees per 287.057(22), Florida Statutes.

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

1.34 Quarterly Sales Reports

Each Contractor shall submit a sales report by job title and scope variants to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 1.35. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor.

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

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

1.35 Quarterly Reporting Timeframes

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

- Quarter 1 - (July-September) – Due by October 31
- Quarter 2 - (October-December) – Due by January 31
- Quarter 3 - (January-March) – Due by April 30
- Quarter 4 - (April-June) – Due by July 31

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit B
Staffing Resource Management Plan**

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

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit C
Pricing Sheets**

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

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit D
Resume Self-Certification Form**

Contractor candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's RFQ's, see Section 1.29 of the Contract.

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

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

Print Full Legal Name of Candidate

Candidate's Signature

Date

Candidate's Form of Identification Presented

Identification number

Contractor's Witness Signature One Date

Contractor's Witness Signature Two Date

Print Name Contractor's Witness One

Print Name Contractor's Witness Two

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit E
Contractor Selection Justification Form**

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

Date: _____

Contractor's Name: _____

Contractor's Contact Information: Address: _____

Phone: _____

Email: _____

Candidate's Name: _____

Date Candidate will be available: _____

Hourly rate of candidate: \$ _____

Position candidate recommended for: _____

Justification for selection of candidate:

Agency: _____ Division/Section/Unit: _____

Printed Name: _____ Title: _____

Signature _____ Date: _____

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

**Exhibit F
Contractor Performance Survey**

Customers shall complete this Contractor Performance Survey for each Contractor on a Quarterly basis. Customers will submit the completed Contractor Performance Survey(s) by email to the Department Contract Manager no later than the due date indicated in Section 1.35 of Contract Number 80101507-SA-15-1.

Contractor's Name: _____ Quarter: _____

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

PO Starting Date _____ Ending Date _____

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

Quality of Service

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

Cost Control

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

Timeliness of Performance

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

Business Relations

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

Customer Satisfaction

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

Comments: (Please use additional page if necessary.)

Agency: _____ Division/Section/Unit: _____

Rater's Printed Name: _____ Title: _____

Rater's Signature _____ Date: _____

Phone Number: _____ Email Address: _____

**Information Technology Staff Augmentation Services
Contract No. 80101507-SA-15-1**

Exhibit F

**Contractor Performance Survey
Rating Definitions**

Excellent (3)

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

Acceptable (2)

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

Poor (1)

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

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

**RFP No. 14-80101507-SA-B
ATTACHMENT A
RESPONDENT INFORMATION FORM**

VENDOR NAME: _____

VENDOR FEIN: _____

VENDOR HEADQUARTERS ADDRESS: _____

PRIMARY PLACE OF BUSINESS/LOCATION: _____

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

Primary Solicitation Contact Person:

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

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Alternate Solicitation Contact Person:

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

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Contract Manager:

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

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

RFP No. 14-80101507-SA-B
ATTACHMENT B
RESPONSIBLE VENDOR REVIEW FORM

Vendor Name: _____

Vendor Address: _____

Respondents are required to answer the questions set forth below, and for each **“YES”** answer provide a detailed, written explanation (1 page) relevant to each **“YES”** answer and attach copies of documents relevant to written explanation(s) provided. The Department reserves the right to request additional information as needed.

The undersigned, as an authorized representative of the above-named Vendor, having direct knowledge of the legal affairs and contractual relationships and responsibilities of Respondent, hereby attests to the accuracy of the following information:

1. Within the past five (5) years, have there been any civil or criminal judgments or administrative actions or settlements against the above-named vendor?
 Yes No

2. Within the past five (5) years, has the vendor had any of its contracts terminated for cause?
 Yes No

SIGNATURE:

SIGNED BY (Print Name):

DATE:

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015, by _____,
_____ who is personally known to me, or who has produced the following form of

Identification: _____

Notary Signature: _____

(Seal)

Name of Notary: _____
(print, type, or stamp)

RFP No. 14-80101507-SA-B
ATTACHMENT C
FINANCIAL CERTIFICATION FORM

As a risk management best practice and part of the responsible Respondent determination (pursuant to ss. 287.057 and 287.012, F.S.) the Department requires this Financial Certification regarding the Respondents' financial stability, viability and capacity. The Respondent **shall submit** this Financial Certification with its response. To be eligible for award as a responsible Respondent, Respondent must be able to respond "YES" to each statement on this Attachment.

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

_____ hereinafter "Respondent", and am legally authorized to
(Respondent's Name)

represent and bind the responding Vendor. Having been duly sworn, I do hereby certify the following:

1. I have direct knowledge of the financial condition and operations of Vendor.
 Yes No
2. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its immediate and short-term obligations.
 Yes No
3. To the best of my knowledge and belief, Vendor has financial resources sufficient to pay its long-term obligations and remain in business over the life of the Contract.
 Yes No
4. To the best of my knowledge and belief, Vendor's operations generate income which exceeds Vendor's operating expenses.
 Yes No
5. To the best of my knowledge and belief, Vendor has the capacity to provide the goods or services as specified in the Contract document, the solicitation, and the response.
 Yes No

SIGNATURE:

SIGNED BY (Print Name):

DATE:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015, by _____,

_____ who is personally known to me, or who has produced the following form of

Identification: _____

Notary Signature: _____ (Seal)

Name of Notary: _____
(print, type, or stamp)

RFP No. 14-80101507-SA-B
ATTACHMENT D
IT EXPERIENCE CERTIFICATION FORM

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

I, _____ am the _____ of
(Authorized Representative's Name) (Title)

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

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

Description of Respondent's IT company:

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

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

AUTHORIZED SIGNATURE

NAME

RFP No. 14-80101507-SA-B
ATTACHMENT E
PRICE SHEETS

Please note: Attachment E -Price sheets is a separate Excel Spreadsheet

RFP No. 14-80101507-SA-B
ATTACHMENT F
RESPONDENT RESPONSE CHECKLIST

The following checklist is provided to help Vendors to verify that all the RFP response requirements have been completed and provided as instructed.

Part	Proposal Response Item	Completed and Provided as Instructed?	Reference to Proposal Response Section
One	Executive summary of the proposal (Written by Respondent)	YES <input type="checkbox"/>	4.3.1.a
	Respondent Information Form (Attachment A)	YES <input type="checkbox"/>	4.3.1.b
	Responsible Vendor Review Form (Attachment B)	YES <input type="checkbox"/>	5.2
	Page 2 (Written by Respondent), if needed for Responsible Vendor Review Form	YES <input type="checkbox"/>	Attachment B
	Financial Certification Form (Attachment C)	YES <input type="checkbox"/>	5.2
Two	IT Experience Certification (Attachment D)	YES <input type="checkbox"/>	5.3.1
	Staffing Resource Management Plan (Written by Respondent)	YES <input type="checkbox"/>	5.3.1.3
Three	Past Staff Augmentation Contract Experience (Written by Respondent)	YES <input type="checkbox"/>	5.3.2
Four	Price Sheets (Attachment E)	YES <input type="checkbox"/>	3.8

ATTACHMENT G

TIMELINE OF EVENTS

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

Event	Time	Date
Solicitations Notification posted in the VBS Solicitation Opens in MFMP Sourcing in Preview Mode		January 21, 2016
Written Question Submission Deadline (must be submitted in MFMP Sourcing)	5:00 pm Est	February 1, 2016
Anticipated Date of Q&A Addendum posted on the Vendor Bid System		February 16, 2016
Solicitation opens in MFMP Sourcing in Open Status and Respondents May Begin Submitting Proposals in MFMP Sourcing	12:00 pm Est	March 11, 2016
Last day to register in MFMP with commodity code 80101507	5:00 pm Est	March 14, 2016
Last day to join the Event		March 15, 2016
Proposals Due in MFMP Sourcing	2:00 pm Est	March 15, 2016
Public Meeting: Proposal Opening Non-Mandatory for Respondents Rm 360K, Dept. of Management Services 4050 Esplanade Way, Tallahassee, FL 32399	2:01 pm Est	March 15, 2016
Proposal Evaluation Period		April 8, 2016 to May 9, 2016
Anticipated date to post Notice of Intent to Award on the Vendor Bid System		June 21, 2016
Anticipated Contract Start Date		September 1, 2016

More info on MFMP

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

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