SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT # 973-561-10-1 FOR SOFTWARE AND IMPLEMENTATION SERVICES

BID #: PSC-0295-17 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK

AGENCY: CLERK OF COURTS

BASIS OF AWARD: FROM DATE OF AWARD THROUGH FEBRUARY 28, 2017

NUMBER OF BIDS INVITED: **NUMBER RECEIVED**: **OTHER**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback State of Florida Contract # 973-561-10-1 with Tribridge Holdings, LLC for Software and implementation services for Microsoft Dynamic GP 2016 Software. Period of service is from date of executed contract through February 28, 2017. Total not to exceed expenditure in the amount of $194,052.00.

Funding Source: - To be funded and encumbered with state funds pursuant to F.S. 28.37(5) - 10% of all court-related fines collected by the clerk, except for penalties or fines distributed to counties or municipalities under s.316.0083(1)(b)3 or s.318.18(15)(a), shall be deposited into the Clerk's Public Records Modernization Trust Fund to be used exclusively for additional clerk court-related operational needs and program enhancements.

Attachments: Recommendation Memo, Contract, Vendor Quote and Insurance Certificate

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
Gregory W. Pease, Chief
Procurement Division

CONCURRENCE BY: Krystal Watson, Chief Administrative Officer, Clerk of Circuit and County Courts

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION _____

TO: Agency Customers

FROM: Rosalyn Ingram
Director and Chief Procurement Officer
Division of State Purchasing
Department of Management Services (DMS)

DATE: September 6, 2016

SUBJECT: State Term Contract (STC) #973-561-10-1, Information Technology Consulting Services

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State Purchasing is pleased to announce that DMS has extended the Information Technology Consulting Services state term contract for six months effective September 1, 2016 through February 28, 2017.

Information about this contact, including frequently asked questions, can be found on the State Purchasing website.

Please direct questions regarding this contract to Carla McBride, Contract Manager at 850-414-6131 or Carla.McBride@dms.myflorida.com.

Clerk of the Circuit & County Courts
DUVAL COUNTY
JACKSONVILLE, FLORIDA 32202

RONNIE FUSSELL
CLERK OF THE CIRCUIT AND COUNTY COURT

September 14, 2016

To: Gregory Pease, Chief of Procurement

Thru: Krystal Watson, Chief Administrative Officer

From: Angel Brown, Special Assistant to the Clerk

Subject: Request to Piggyback State of Florida Contract Number 973-561-10-1 for Software and Implementation Services with Tribridge Holdings, LLC.

PSC-0295-17

The Clerk of the Circuit and County Courts is requesting approval to piggyback the current State of Florida – Florida Department of Management Services contract number 973-561-10-1; procuring Microsoft Dynamics GP 2016 Software and Implementation Services with Tribridge Holdings, LLC.

The Clerk of the Circuit and County Courts has reviewed the proposal agreement, and believes the proposal to be excellent for the Clerk of the Circuit and County Courts. In addition to the State of Florida Contract, the Tax Collector's Office currently uses Tribridge Holdings, LLC. With that, Tribridge Holdings, LLC is offering a discounted implementation service rate.

The proposed contract funding source will be state funding; clerk's Public Records and Modernization Trust Fund. The proposed funding for twelve months to include required licenses, design, build, deployment, and maintenance is $194,052.00; with subsequent maintenance months 13 through 60 at $11,572.00 annually for a total of $240,340.00.

Due to the funding source of state funds the clerk's office will process the purchase order.
For clarification of funding, the state funding is not from an annual appropriation from the state, but funds that all Clerk of the Court offices statewide retain to fund their office as authorized in FS 28.37(5).

Attached: Software and Implementation Services Quote
Copy of State of Florida Contract 973-561-10-1
Copy of State of Florida Contract 973-561-10-1 contract extension
Tribridge Holdings, LLC. commitment to piggyback State of Florida Contract Terms.

501 West Adams Street, Suite 2350
Jacksonville, Florida 32202
Telephone: 904-255-2097 Facsimile: 904-255-2157

Department of Management Services

Amendment 14 (28 August 2015)

August 28, 2015

AMENDMENT NO.: (973-561-10-1) – 14

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services

The above mentioned Contract is renewed effective September 1, 2015 through February 29, 2016 with the following contractors:

1.
    1. 22nd Century Staffing, Inc.
    2. 3k Technologies, LLC
    3. 4 Corner Resources LLC
    4. A.L. JACKSON & COMPANY, P.A.
    5. AAJ Computer Services, Inc.
    6. Acacia Consulting, Inc.
    7. Accenture, LLP
    8. Acclaim Systems
    9. AceApplications, LLC
    10. ADO Staffing, Inc.
    11. Advanced Data Solutions, Inc.
    12. Advanced Data Systems, Inc.
    13. Advanced MarketPlace, Inc.
    14. Advanced Systems Design, Inc.
    15. Aequor Technologies, Inc.
    16. Aesir Software, Inc.
    17. ALFA GL, INC.
    18. Alltech Consulting, Inc.
    19. Alluvion Staffing, Inc.
    20. Alpha Technologies Inc.(USA)
    21. Aluise and Associates, Inc.
    22. AP Professional Services
    23. Aptuity Solutions, Inc.
    24. AR International Enterprises, Inc. dba American Recruiting and Consulting Group
    25. Ardent Technologies, Inc.
    26. ArnAmy, Inc.
    27. Ashvins Group
    28. AST Corporation

29. ASYSCO, Inc.
30. AT&T Corp
31. Atkins, North America, Inc.
32. Atlantic Data, Inc.
33. Auxis, LLC
34. Bahwan CyberTek, Inc.
35. Bay Systems, Inc.
36. BEACON SYSTEMS, Inc.
37. BLM Technologies of Florida, LLC
38. Brandt Information Services, Inc.
39. Brightwing
40. Business & Technology Resource Group
41. Business Information Technology Solutions.com, Inc. dba ABTSolutions
42. CanDoTech Consulting, Inc.
43. Capgemini Government Solutions, LLC
44. Capital Technology Partners
45. Carney Solutions, Inc.
46. Catapult Systems, Inc.
47. Celer Systems, Inc.
48. Centurion, Inc.
49. CGI Technologies and Solutions, Inc.
50. CIBER, Inc.
51. Citizant, Inc.
52. CNC Consulting, Inc.
53. Cogent Infotech Corporation
54. Colyar Consulting Group, Inc.
55. CommerNet
56. CompuGroup Technologies Inc.
57. Computer Aid, Inc.
58. Computer Professional Staffing, Inc.
59. Computer Training & Consulting LLC
60. Computer Tutors, USA
61. Configuration Management, Inc.
62. Consultancy By Kingfisher, Inc.
63. Consulting Solutions Int'l
64. Consultis of Boca Raton, Inc.
65. Convergence Consulting Group
66. Cook Systems International
67. COOLSOFT LLC
68. Cornerstone Software Services
69. Creative Consulting Co.
70. Creative Pursuits, Inc.
71. CSG Government Solutions, Inc.
72. Cyber Rental Consultants, Inc.
73. CyberBest Technology, Inc.
74. Data Industries, Ltd.
75. Data Transfer Solutions, LLC
76. Dell Marketing L.P
77. Deloitte Consulting LLP
78. Dewberry Consultants, LLC
79. Deyo, Inc.

80. Diane Meiller and Associates, Incorporated
81. Digital Hands
82. Document Advantage Corporation
83. DSM Technology Consultants, LLC
84. DynTek Services, Inc.
85. Eagle Business Solutions, LLC
86. Effervo Technologies, Inc.
87. EMA, Inc.
88. EMC CORPORATION
89. Employer Management Solutions, Inc.
90. ENTERPRISE 24X7, INC.
91. EPIC Engineering & Consulting Group, LLC
92. Ernst & Young, LLP
93. e-TechServices.com, Inc.
94. eVantage technologies
95. Everest Solutions, LLC
96. Evergreen Solutions, LLC
97. ExecuTek, Inc.
98. Experis US, Inc.
99. Fishnet Security, Inc.
100. Five Points Technology Group, Inc.
101. Focused HR Solutions, LLC
102. Force 5, Inc.
103. Fry and Associates, Inc. dba Lines of Communication
104. GDKN Corporation
105. GeBBS Software International, Inc.
106. Gem Global
107. GeoCove, Inc.
108. GeoDecisions, a Division of Gannett Fleming, Inc.
109. Geographic Information Service, Inc.
110. Global Associates, Inc.
111. Global Information Services
112. Global Nest, LLC
113. Global Network Systems of Maryland, Inc.
114. Harris IT Services Corporation
115. Hayes E-Government Resources
116. Hewlett-Packard Company
117. Highstreet IT Solutions, LLC
118. Hipp Waters I.T., Inc.
119. Hixardt Technologies, INC.
120. HyperGen, Inc.
121. IBM
122. ICATT, Inc.
123. Image API, Inc.
124. Image Technology Resources
125. Imager Software, Inc.
126. Independent Systems Solutions, Inc.
127. Indra USA
128. Infinite Computing Systems, Inc.
129. Infinity Software Development, Inc.
130. Information Access Systems, Inc.

131. Information Systems Consultants, Inc.
132. Information Systems of Florida
133. INFORMATIX, INC.
134. Insight Public Sector, Inc.
135. Inspired Technologies of North Florida, Inc.
136. Integrated Computer Solutions
137. IntegriSource, Inc
138. Integrity Consulting, LLC
139. Intellapro, LLC
140. IntelliSoft Technologies, Inc.
141. International Computer Business Management Corporation
142. International Data Consultants
143. International Projects Consultancy Services, Inc. (IPCS)
144. ISOCORP, Inc.
145. Jacobs Technology, Inc.
146. Jawood Business Process Solutions, LLC
147. Jones, Edmunds & Associates
148. Judge Technical Services, Inc.
149. KLC Consulting, Inc.
150. KPMG, LLP
151. Kyra InfoTech, Inc.
152. Lexmark International, Inc.
153. Logic House, Ltd.
154. Maden Technologies
155. Mainline Information Systems, Inc.
156. Mall Lobby.com, Inc.
157. Mastech, Inc.
158. Matrix Information Systems, Inc.
159. MAXIMUS
160. Merge IT, LLC
161. Meridian Partners, LLC
162. Metanoia Solutions Inc
163. MethodFactory, Inc.
164. Metropolitan Design and Consulting Group, Inc.
165. MGT of America, Inc.
166. MIKA CONSULTING, INC.
167. Millennium Consulting, LLC
168. Millennium Technology Group
169. Mirage Software Inc., D/B/A Bourntec Solutions, Inc.
170. Momentum Consulting Corp
171. Montalbano & Associates, Inc.
172. Moorecroft Systems
173. Moten Tate, Inc.
174. National Center for State Courts
175. Navayuga Infotech LLC
176. NAZTEC INTERNATIONAL GROUP, LLC
177. Nicomp International, Inc.
178. NTT Data, Inc.
179. Nu Info Systems,Inc
180. OneTechPlace, Inc.
181. Open Systems Inc.

182. Optimum Software Solutions, Inc.
183. Paul Consulting, Inc.
184. PeoplePoint Solutions, LLC dba TopSource ("TopSource")
185. Perez Software Services, Inc.
186. Planet Technologies, Inc.
187. Plato Consulting, Inc.
188. Point Break Soulutions, Inc.
189. Policy Studies, Inc.
190. Pomeroy IT Solutions Sales Company, Inc.
191. Presidio Corporation
192. Princeton Information, LTD
193. Professional Consulting Association, LLC
194. Prosys
195. RADGOV, INC
196. Radian Solutions, LLC
197. RADISE International
198. Randstad Technologies, LP
199. RCG Global Services, Inc.
200. RedSalsa Technologies,Inc.
201. Resource Solutions Group, Inc.
202. RLTCORP Software Development Services
203. Robert Half International
204. ROH, Incorporated
205. Rose International, Inc.
206. Salient Federal -SGIS, Inc.
207. SANROSE INFORMATION SERVICES, INC.
208. Scicom Infrastructure Services, Inc.
209. Seva Technologies, LLC
210. SGS Technologie
211. Sherlock Group, Inc.
212. Shirley Hollywood & Associates, Inc.
213. Signature Consultants, LLC
214. Software Integration Services, Inc.
215. Software Resources, Inc,
216. Sogeti USA, LLC
217. Solomons International, LLC
218. Solution ArchiTECHS, Inc.
219. SophLogic, Ltd.
220. Staffing Providers, Inc.
221. Starboard Consulting, LLC
222. Strategic IT Alignment Group, LLC
223. Strategic Process Management
224. Strategic Staffing Solutions
225. Sun Plus Data Group, Inc.
226. Sunera, LLC
227. SUVI TECHNOLOGY GROUP, INC.
228. System Soft Technologies, Inc .
229. Tal Search Group, Inc.
230. TAV, LLC
231. TEAM Information Services
232. Technisource, Inc.

233. Techno-Transfers of Florida, Inc.
234. TEC-LINK, LLC
235. TEKsystems, Inc.
236. The Canopy of Technology, Inc.
237. The Fountain Group
238. The Greentree Group
239. The Infrastructure Marketing Group, LLC
240. The LSH Group, LLC
241. The North Highland Company
242. The Tews Company
243. ThinkCreative
244. TR Network Consulting, LLC
245. Tribridge Holdings, Inc.
246. Tripp Forrest LMR Consulting, LLC
247. True North Geographic Technologies LLC
248. TrueBridge Resources
249. Uber Operations LLC
250. Unified Business Technologies
251. Unisys Corporation
252. URS Corporation Southern
253. V Group Inc.
254. Vcarve, Inc
255. Veredus Corporation
256. Verizon Business
257. Visionary Integration Professionals, LLC
258. Visium Resources
259. Vitaver & Associates, Inc.
260. Vology, Inc.
261. wiseOutlook, LLC
262. Woolpert, Inc.
263. Workflow Technologies, Inc.
264. Workgroup Connections, Inc.
265. Yang Enterprises, Inc.
266. Zenith Infoway, Inc.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Information Technology (IT) Consulting Services

<< Return

Information Technology (IT) Consulting Services973-561-10-1

Effective Period	09/14/2009 through 02/28/2017
Contract Type	State Term Contract
Contract Information	• Pricing • Contractors Special Instructions for Executive Agency Customers (38.17 KB) Justification Form for Staff Augmentation Purchases (44.50 KB) How to Use this Contract (For Non-Executive Agency Customers) • Contract Summary Frequently Asked Questions
Contract Documents	Microsoft Word (865.50 KB) PDF (1.28 MB) Amendments and Memorandums Forms and Other Information
Contract Administration	• Carla McBride • (850) 414-6131 • Carla.Mcbride@dms.myflorida.com
Commodity Codes	973-561, UNSPSC-80101507

Description

This state term contract is for a broad range of IT Services, including **analysis and design** (e.g., IT planning, studies, and assessment to assist organizations in both information technology capital planning and assessment), **development and integration** (e.g., management of systems integration, system and software development, modernization of legacy systems to web enabled applications, software development, customization of commercial-off-the-shelf (COTS) software packages, migration to modular applications, development and integration of internet/intranet/web applications, security, firewalls, critical infrastructures, networks (e.g. Local Area Networks (LANs), Metropolitan Area Networks (MANs), and Wide Area Networks (WANs), data warehousing, electronic commerce/electronic data interchange (EDI), groupware, next generation internet, client/server computing, and workflow and imaging), **operational and support** (e.g., management and support of LAN/WAN/MANs, computer systems administration, management and maintenance, data entry, data storage, data retrieval, and electronic records management, specialized workstation (i.e., CAD, CAD/CV, GIS) support, computer equipment maintenance (both on-going and on-call), desktop support, production support, database generation and database management, data and/or media management, document imaging services, disaster recovery services, orientation and training, and information center/help desk), and **staff augmentation** (e.g., non-project oriented needs for technical resources).

Benefits

- A formal bid process is not required by the agency
- Best practices for agencies are built in to the contract
- Vendors are pre-qualified and project and practice areas are specified
- Hourly rates are classified, capped, and easily accessible to users before the buying process begins
- The request for proposal (RFQ) process provides for further refinement and competition on price and service

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- MS Excel Viewer
- MS Word Viewer

TRIBRIDGE

August 24, 2016

Jennifer Spinelli
Deputy Chief Financial Officer
Duval County Clerk of the Circuit and County Court
501 W Adams Street Suite 2354
Jacksonville, FL 32202

Subject: Budget Summary for Microsoft Dynamics GP 2016 Software & Implementation Services

Dear Jennifer:

Thank you for the opportunity to provide pricing for implementing Microsoft Dynamics GP for Duval County Clerk of the Court. The purpose of this document is to provide you with information about our proposed solution and the investment required to ensure it meets your needs, requirements and expectations.

Tribridge believes in helping companies identify critical business objectives and delivering solutions that integrate people, processes, and technology to improve their businesses. We firmly believe that customers deserve a choice and that one technology offering is not always the ideal solution for every customer.

Tribridge is a Microsoft Gold Certified Partner that develops and implements Microsoft–based solutions. Tribridge is a privately held firm founded in 1998 with headquarters in Tampa, Florida, and additional offices around the United States. With over 650 team members that boast an average of more than 20 years of experience in industry and consulting, Tribridge has a 100% "Go-Live" rate on client engagements.

Tribridge is dedicated to Microsoft technology and has been implementing Microsoft Dynamics since the product's introduction. Tribridge has attained Microsoft Gold Partner status based on our success and capabilities, which assures our clients of the most qualified resources possible. In addition, Tribridge is very active with the direction of the Microsoft Dynamics products, both from an executive/business view as well as a technology view. Tribridge has earned consistent recognition from Microsoft as a leading partner, including our most recent awards:

- Microsoft Global Partner of the Year – 2008, 2010, 2012 and 2013.
- Microsoft Dynamics US Partner of the Year – 2007 and 2015
- Microsoft Nationally Managed Partner – 1 of 8 Partners in the US
- Microsoft Inner Circle (awarded to the top 1% of partners worldwide) – 12 years running

We believe that in addition to software, we must present a total solution. We pride ourselves on several key factors that make Tribridge unique:

- Our practical project methodologies ensure a successful project, while remaining within scope and on budget.

- Tribridge team members are experienced, certified individuals who have been in consulting and industry for an average of over 20 years each.
- Collective experience gained through more than 1,000 Dynamics GP Projects.

We believe the best way to do business is to have all our clients rave as a reference.

We are totally committed to the success of this project and hope that this budget estimate will assist you in planning for the future. We will do everything we can to work with you, but want to make sure you have a realistic expectation of what is required for this solution.

The remainder of this letter will outline:

- Tribridge Project Approach
- Assumptions
- Summary of Estimated Fees
- Next Steps

Project Scope

Tribridge will assist with the implementation of Microsoft Dynamics GP Version 2016 for 14 Full User CALS (Concurrent Users). Specifically, the modules in our estimate for this phase include:

MICROSOFT DYNAMICS GP MODULES

FINANCIAL MANAGEMENT

- General Ledger
- Payables Management
- Encumbrance Management
- Bank Reconciliation
- Inter-fund
- Safe Pay
- Purchase Order Processing

ADDITIONAL FUNCTIONALITY (ISVs)

- eOne SmartConnect/SmartListBuilder/SmartView
- Nolan Advanced Bank Reconciliation
- Mekorma MICR for Payables
- Jet Reports for Financials

Assumptions:

Data Migration:

- Master Records:
  - Chart of Accounts
  - Vendors
- Transactional Records:
  - General Ledger summary balances for 2 years
  - Open Accounts Payable invoices
  - Open Purchase Orders
  - Open Checks/Deposits

Integrations:

Design hours for the following integrations:

- import from Cashiering software to GL
- Purchase Order and Encumbrance Integration with Jacksonville
- Juror Pay Import
- Case Management to GL
- Payroll Import

Customizations:

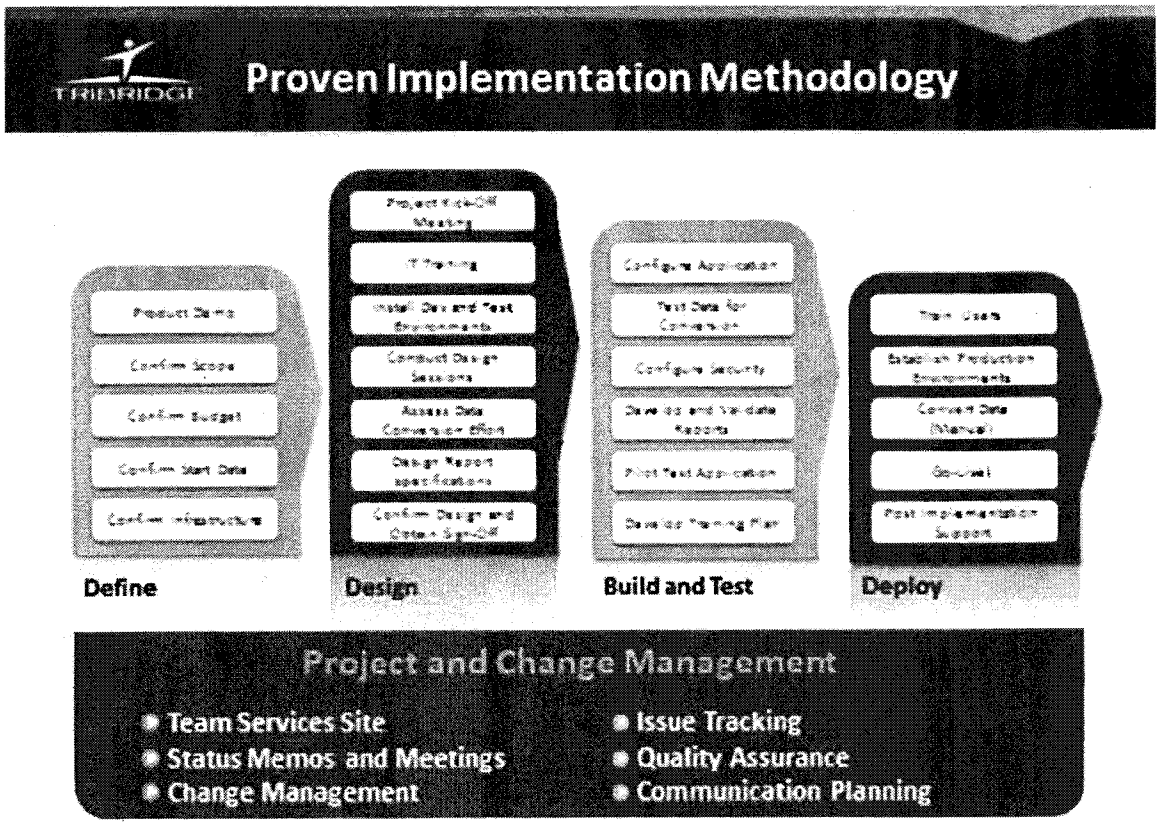
- None

Modules Out of Scope:

- Accounts Receivable
- Payroll/HR

Tribridge Project Approach

In order to have a successful system implementation effort, it is critical that thorough planning and design work are performed on the front-end. Tribridge works with you to ensure you are prepared for this effort. We believe that until this process is completed, we will not have a truly accurate view of the steps necessary to successfully implement your solution.



The following points outline the steps included in our approach to implement your Microsoft Dynamics GP 2015 solution. Included in our approach are procedures to ensure completeness, quality control, and technical problem resolution.

Define/Design Phase

- **Project Planning** – A planning meeting is conducted to confirm the scope, deliverables, and target milestones dates for the project. Expectations, time requirements and the project schedule are reviewed. The high level roll-out strategy for the implementation is discussed and the project logistics are determined (project room, status meeting times, documentation standards, etc.).
- **Project Kickoff** – A meeting is conducted with all of the project stakeholders to communicate the purpose, scope, and timing of the project. Additionally, roles and responsibilities are reviewed to establish a mutual understanding of expectations.
- **Requirements and Process Reviews** – Functional Requirements are gathered through a process whereby business process review and requirement questionnaires are provided to key stakeholders; the questionnaires are completed by stakeholders and reviewed in workshops. During the workshops, business processes are analyzed and requirements are defined. This analysis culminates with a Functional Requirements Document that is presented to the key stakeholders for review and approval. This process lays the foundation for the gaps analysis, future state process flows, and standard operating procedures.
- **Architecture Review** - In this phase, a review of the IT infrastructure is conducted with a focus on data availability, integrity, and confidentiality. The review will include internal network capabilities, external connections (business partners or customers), and remote user access. Tribridge will also examine the data center facility and enterprise management tools used to administer the IT infrastructure. The goal of this step is to make recommendations to improve performance, IT operational efficiency, and security.
- **Set-up Development and Test/Training Environments** - The software is installed on the server and the Development and Test/Training environments are created.
- **Conduct Project Team Training** - This step provides an overview of the implementation approach for the Project Team. Furthermore, it provides the Project Team with an overview of the features and functions of the software and the applicability of those features relevant to the needs of your Company. Technical architecture training is also conducted. This step should also stimulate thinking on the impact of the new software's features on workflow and the potential recipients of additional information.
- **Functional System Design**_– This step will map your existing processes with the software's features and workflow functions. During this step, we will work together to understand and define your business processes. Based on these processes, your company and Tribridge will jointly identify security requirements, screen configuration design, workflow, and standard operating procedures. We will work with you to obtain sign-off and approval of the design before moving forward. This step is the foundation to a successful implementation.
- **Gap Assessment** – During this step, standard functionality and reports of the application are compared to the needs of your company. This step will identify any custom reports, customizations, or modifications required.
- **Define Report Specifications** – During this step, all reports are identified and initial specifications are documented.

- **Integration Design** – A detailed design is developed to identify the integration points and the timing of the exchange of data between systems.
- **Plan Data Conversion** – An overall plan for the data conversion effort is developed and finalized. This plan identifies the sources of legacy data, data formats, an estimate of the number of records, and the effort required to cleanse the data.
- **Confirm Build Estimate** – Once the design is complete and signoff is obtained, the Build effort is confirmed and finalized. The work plan is updated as needed to reflect milestone dates and timing.

Build & Test Phase

- **System Configuration** - During this Step, all system configuration activities are performed, system parameters are setup, and screens are configured. Additionally, any identified customizations or modifications will be developed.
- **Develop Reports** – Custom reports are built and initially tested.
- **Develop System Integration** – System integration points are mapped and processes are implemented to manage the integration to other system(s).
- **Initial Data Conversion** – This Step maps fields and loads legacy data into the system. This not only provides a test for the data conversion effort, but also populates the database with sample data for pilot.
- **Pilot the Design** – All business scenarios are executed through the appropriate system activities, utilizing sample data, inputs, and transactions in such a manner as to simulate use in a full production environment (the "Design Pilot"). Results of the activities are compared against the expected results and, where necessary, changes are made to the system and the scenario is repeated. This continues until the results meet the assumptions outlined in this statement of work. This Step, truly, is the crux of the implementation effort. Comprehensive, successful completion of this Step reduces the risk of major issues on the "Go Live" date.
- **System Test** – This Step validates that the application operates efficiently and provides the needed functionality and management information. Performance testing is one of the critical aspects of this Step. It is essential that the system is optimized as much as possible. Additionally, during this Step, telecommunication, interfaces, and security issues are tested.

Deploy Phase

- **Train Users** – Procedures and controls developed during the Design Pilot are finalized. A training plan and high-level functional training materials are developed. End user training is conducted. A train-the-trainer approach will be used in which a core group of your company team members (usually the Project Team) will be trained by Tribridge. This core team of users will then continue the training to the remaining users throughout your company. Your company will be responsible for the development of any customized training materials.
- **Migrate to the Production Environment** – The Test database is migrated to the Production database. Sizing and performance considerations are confirmed.
- **Execute Data Conversion** – During this Step the converted data will be loaded. Once data is fully loaded, reports will be generated and reconciled with the current systems for validation. Since this Step marks the key point before using the new system in a production environment, sufficient quality checks will be included to confirm accuracy such as user sign-off and management

approval of conversion results. This Step normally takes place over a weekend and requires the involvement of the entire Project Team.

- **"Go-Live"** – Users begin using the application to perform their daily processes. Project documentation is prepared and reviewed. A final quality assurance meeting with your company's Project Manager is held to address any identified deficiencies in the system or issues relating to your company assuming support responsibility for the system and to confirm post implementation expectations and arrangements.
- **Post Implementation Support** – Tribridge will monitor the usage of the application features and the overall performance of the system. The primary objective of this Step is to confirm that the new system is fully operational and sufficiently provides the needed functionality and management information.

Ongoing Project & Change Management

- **Project Management** - All relevant and available facts concerning scope, resources, timing, and expectations are encompassed in a jointly developed comprehensive work plan. Throughout the course of the project, an issues and risk log is maintained, progress is monitored, status memos are prepared, and status meetings are conducted. A project team site will be set up in SharePoint to enable the sharing and collaboration of all project documentation.
- **Quality Assurance** – Throughout the project, during key milestones, quality assurance check points are put in place to support project progress and to confirm we are meeting your company's expectations. The Tribridge and your company's project managers will meet as necessary to discuss Tribridge status reports and the project plan. Quality assurance reviews will take place at significant milestones throughout the project. Steering Committee meetings are conducted to confirm the application design, as well as address any issues that arise during the project (e.g., budget, scope, critical decisions, etc.). The Steering Committee will be comprised of representatives from Tribridge and your company, as designated by each party. At the close of the project, a final meeting will be held to confirm the confidence in assuming support responsibility for the system and satisfaction with project results.

On-going Support

After your project has successfully gone live with the project post go-live activities completed, a dedicated support team is assigned to your account to assist with support issues ranging from simple questions to major new efforts. An Unlimited Support Plan is included in the monthly fee.

The Tribridge Customer Care Team:

- A specially trained dedicated team to help maximize the applications that run your business
- National, toll-free support
- Multiple support mechanisms including telephone, remote system access and onsite assistance
- Professionals for technical support, upgrades, conversions and deploying additional functionality
- Flexible training options
- Tribridge Customer Portal for ongoing collaboration and education

Support Hours, Mechanisms

Tribridge standard support hours are 8 AM to 8 PM Eastern Time, Monday through Friday, excluding Tribridge Holidays. Support requests received after-hours, on weekends or on Tribridge recognized holidays will be responded to on the next business day.

Support Request Mechanisms

Tribridge provides the following mechanisms for contacting Customer Care to initiate a request:

1. **Phone** – Support requests can be made by telephone (Toll Free 877-874-1114) to the Customer Care team. All support requests are logged into the Tribridge service database for tracking and follow-up purposes. Support requests of an urgent nature should always be called into the toll free number above.

2. **Email** – Support requests can be made by email (Support@Tribridge.com). All email requests are logged into the Tribridge service database for tracking and follow-up purposes. Email should not be used to report urgent issues.

3. **Online** - Support requests can be entered directly into the Tribridge service database via our on line portal (https://esupport.tribridge.com). Please note - Urgent or afterhours support should be called into our main number to avoid delays.

   Please provide the following information at a minimum:

   - **Company Name**
   - **Phone Number**
   - **Contact Name**
   - **Description of the issue**

Tribridge Background

Company Overview

Tribridge is a world-class IT services firm that delivers and supports technology, business management and core infrastructure solutions for organizations spanning diverse industries. Tribridge helps customers strategically leverage IT investments to become more productive, profitable, competitive and secure through proven methodologies, process optimization and industry best practices. Founded in 1988, we now have over 600 team members that boast an average of more than 25 years of experience in industry and consulting. **Tribridge has a 100% success rate on client Projects – demonstrating our commitment to our customers.**

At Tribridge, we believe that while selection of an ERP solution is important, the choice of your technology partner is as critical. Tribridge Services Industry Practice is dedicated at providing solutions that address the unique needs of a Professional Services Organization. Tribridge combines industry experience with technology expertise to create solutions that fit your company's unique requirements. We are dedicated to Microsoft technology and have been implementing Microsoft Dynamics ERP and CRM solutions for over a decade.

Tribridge has attained Microsoft Gold Partner status based on our success and capabilities, which assures our clients of the most qualified resources possible. In addition, Tribridge is very active with the direction of the Microsoft Dynamics solutions, both from an executive view as well as a technology view. Tribridge

has earned consistent recognition from Microsoft as a leading Dynamics Solution Provider and overall as a top partner across all Microsoft-based business solutions.

Tribridge Microsoft Expertise:

- Microsoft Dynamics Worldwide Partner of the Year in 2008, 2010, 2012 and 2013 (out of 10,000 partners)
- Microsoft Dynamics US Partner of the Year 2007 and 2015 (out of over 3,500 partners)
- Microsoft President's Club and Inner Circle (awarded to the top 1% of partners worldwide) for 7 consecutive years
- One of 18 National Systems Integrators in the US
- One of only 5 Nationally Managed Partners who provide both Dynamics and Platform expertise
- Award winning industry solutions
- 5 Regional Awards in including Customer Loyalty
- Microsoft Gold Certified in All Microsoft Dynamics products
- Microsoft Gold Certified in Microsoft .NET & SharePoint since the products' inception
- Experts in planning, implementing, optimizing and securing Microsoft IT infrastructure solutions
- Influence Microsoft's future technology direction and business strategy through participation in technology adoption programs (TAP) and partner councils

Tribridge Distinguishing Features:

Quality First – Our Teams and Methodology

- Team members average 20 years' experience in consulting and industry
- We partner with you to apply industry best practices with your unique business needs
- Practical proven methodologies to manage projects on time and on budget
- Real-time project communication through a dedicated SharePoint portal
- Dedicated Quality Assurance team
- Client satisfaction formally measured on every project

Project Success – 100% Go Live!

- Financially Stable – Profitable since inception 11 years ago
- 3,500+ Customers
- More than 4,000 Projects
- 100% have gone live
- More than 450 team members throughout the United States

Tribridge Microsoft Expertise:

- Microsoft Dynamics Worldwide Partner of the Year in 2008, 2010, 2012 & 2013 (out of 10,000 partners)
- Microsoft Dynamics US Partner of the Year 2007 (out of over 3,500 partners)
- 5 Tribridge Customers recognized with Customer Excellence Awards in 2011 for the results that they achieved using the Dynamics products (out of over 400 nominations)
- Microsoft President's Club and Inner Circle (awarded to the top 1% of partners worldwide) for 7 consecutive years
- One of 18 National Systems Integrators in the US
- One of only 5 Nationally Managed Partners who provide both Dynamics and Platform expertise
- 5 Regional Awards including Customer Loyalty
- Microsoft Gold Certified in All Microsoft Dynamics products

Summary of Estimated Fees

The following tables contain an estimated cost breakdown for the components of software and services that we currently believe are required for this solution. As requested, we have created the software and services estimates as follows:

- Microsoft Dynamics GP 2016 Software
- eOne Software
- Nolan Software
- Mekorma Software
- Jet Software
- Implementation Services

This cost information is presented for budgeting purposes only, as this will be updated as we more accurately understand your total scope and effort during the detailed proposal development. **Please note that these estimates have been prepared without having conducted an on-site discovery, and without having a discussion about sharing of labor on the various project tasks. Therefore, we have taken a conservative approach in estimating the numbers below.**

Microsoft Dynamics GP Software & Maintenance – On-Premise Option

The following table details the licenses required based on our understanding of your requirements:

Microsoft Dynamics GP & ISVs – On-Premise	Quantity	Price
Perpetual License Fees		
Dynamics GP Starter Pack	1	$5,000.00
Dynamics GP Full Concurrent CAL	11	$33,000.00
Dynamics GP Extended Pack	1	$10,000.00
eOne Solutions – SmartConnect,SLB,SmartView	1	$7,500.00
Nolan Advanced Bank Reconciliation	1	$5,000.00
Mekorma MICR for Payables	1	$2,950.00
Jet Reports - Financials	1	5,995.00
Total Software Licenses		**$69,445.00**
Annual License Enhancement Fee – Microsoft (18%)		$8,640.00
Annual License Enhancement Fee – eOne (17.5%)		$1,312.50
Annual License Enhancement Fee – Nolan (20%)		$1,000.00
Annual License Enhancement Fee – Mekorma (21%)		$619.50
Total Annual Enhancement Fee		**$11,572.00**
Total License and Enhancement Fee – Year 1		**$81,017.00**
Total Annual Enhancement Fees – Years 2 and beyond		**$11,572.00**

- Microsoft Gold Certified in Microsoft .NET & SharePoint since the products' inception
- Professionals in planning, implementing, optimizing and securing Microsoft IT infrastructure solutions
- Influence Microsoft's future technology direction and business strategy through participation in technology adoption programs (TAP) and partner councils

Tribridge Human Capital Management (HCM):

- Comprehensive HCM practice with HR solutions from recruitment through to succession planning
- Leading partner with CSOD, one of the fastest-growing and highest rated TM suites in the market
- Average 12+yrs HR, learning and talent management experience
- Award winning learning solutions
- Comprehensive consulting, systems integration services and managed services for platform administration and user support
- Learning expertise to support software adoption or help your learning function migrate to eLearning and mobile .

Tribridge Concerto Cloud:

- **Experience** – we have been delivering cloud-based solutions since 2003
- **Flexibility** – able to integrate multiple technologies, functionality, and delivery models to the customer's needs
- **Dependability** – industry class security, proven technology, rock solid partner
- **Expertise** – recognized in the industry for deep technical and functional capability.
- **Best Practices** - Environment adhering to best practices and meeting or exceeding specifications developed by Tribridge during thousands of successful projects
- **Best of Breed Technology** - Leverage the best of breed technology to provide a solution with data backups, clustering, snapshots, and geographic redundancy to provide the highest possible uptime
- Implementation adhering to rigorous standards developed specifically for Tribridge Customers
- **24/7/365 Support** – Support for all technical operating system, database, messaging, network, and hardware requirements
- **Monthly Reporting** - In-depth monthly reporting on the health of your environment, uptime, and SLA benchmarks
- **Customized Security** - Meets compliance needs, including SAS 70, SOX, PCI, GLBA, NERC, FERC, FISMA, and FIPS regulations

Microsoft Dynamics GP Software & Maintenance – Cloud and SaaS Option

The following table details the licenses required based on our understanding of your requirements:

Tribridge Concerto Cloud Solution Item	Price
Concerto Cloud Services – Dynamics GP	**$3,125 per month**
Optional Test Environment	**$550 per month**
Optional Dynamics GP Full User Subscription License (14 at $150 per user per month)	**$2,100 per month**
Total Monthly Fee	**$5,775 per month**
Total One-Time Tribridge Concerto Cloud Setup Fee	**$3,125**

Included in the proposed solution

- Dynamics GP Environment for 14 users
- Disaster Recovery Included
- Backups Included
- Database size of up to 50GB
- 24/7/365 Monitoring and Cloud Support
- Concerto will provide
  - 1 Dedicated VPN (additional can be added at $100 each per month)
  - 14 RDS User Licenses
  - 14 MS Office Licenses
  - All Microsoft application and Server Licenses
- Infrastructure as a Service (IAAS) assumes customer will provide appropriate Dynamics GP licenses, ISV licenses and will maintain annual maintenance on same
- Prices are based on a 36 month commitment
- Nolan Advanced Bank Rec, Mekorma MICR for PM and eOne products would need to be purchased as described in on-premises option

Service Estimates for Microsoft GP Implementation

Important- The following estimates are based on many unconfirmed assumptions and should be considered high level estimates for this project. Estimates will be revised and updated after additional information is reviewed or after the initial Design Phase.

TASKS	Estimated Hours	Rate	Estimated Costs
TASKS			
Define/Design Phase			
Requirements/Design/Document	167	$185	$30,895
Dynamics Readiness Review			
Build Phase			
Installation	22	$185	$4,070
Configurations	108	$185	$19,980
Data Conversions	38	$185	$7,030
Customizations	0	$185	$0
Integrations	0	$185	$0
Reports and Document			
Deploy Phase			
Training	68	$185	$12,580
User Acceptance Testing	42	$185	$7,770
Go Live Support	40	$185	$7,400
Project Management-All Phases	102	$185	$18,870
Quality Assurance /Kickoff/Team meetings	24	$185	$4,440
Total Estimated Service Cost	**611**		**$113,035**

Next Steps

Upon verbal approval of this proposal, Tribridge will prepare binding contracts and invoices for your signature and payment.

Thank you for your consideration,

Edward S. Hazan
Customer Strategy Manager
TRIBRIDGE HOLDINGS, LLC

REQUEST FOR PROPOSAL (RFP)

FOR
INFORMATION TECHNOLOGY CONSULTING
RFP NO. 2-973-561-K

RFP ISSUE DATE: JULY 10, 2009
RESPONSES DUE: AUGUST 10, 2009 2:00 P.M. E.T.

REFER ALL INQUIRIES TO:

HOLLY MERRICK, FCCN AND FCCM
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399

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SECTION 1.0

INTRODUCTION

CONTENTS:

1.1 PURPOSE / TERM

1.2 CONTACT INFORMATION

1.3 LOBBYING

1.4 EVENT TIMELINE

1.1 Purpose - Term.

The State of Florida, through the Department of Management Services, Division of State Purchasing is issuing this Request for Proposals (RFP) to obtain responses from potential Contractors to provide the Information Technology Consulting and Staff Augmentation services described in this competitive solicitation in the following listed Project Areas:

Project Area	Description
1	Analysis and Design
2	Development & Integration
3	Operational Support
4	Staff Augmentation

State Agencies and Other Eligible Users (OEUs) ("Customers") will use Prime Contractors awarded in Project Areas 1, 2 and 3 to contract for work on specific projects and issue purchase orders (POs) for these project areas. The POs will include Task Orders and specify service levels and desired outcomes or expected "deliverables".

Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor. The Task Order will, in most cases, require a Request for Quotes (RFQ) process. The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
$0 – $14,999	Agency adheres to internal policies and procedures.
$15,000 - $2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
$2,000,001 - $5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
$5,000,001 - $10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over $10,000,000	RFP or ITN to Open Market not via this State Term Contract.

Section **6.1 "Task Orders"** of this solicitation addresses this process in detail.

Customers will use "Project Area 4" when staff augmentation services from awardees that possess the technical skills are needed by the client organization on a contingent assignment basis. The requirements for a staff augmentation purchase order include the requisite educational qualifications and experience of the individual. An RFQ process is not required for staff augmentation procurement as all contracted rates and qualified positions will be published on the Contract resulting from this solicitation.

Respondents should carefully review all Sections of this RFP with particular attention to Section 2 (PUR 1001), Section 4 (PUR 1000) and Sections 5 (Special Contract Conditions). All Sections of this RFP must be accepted, and will be incorporated into the Contract <u>without modification</u>.

The State's MyFloridaMarketPlace e-Procurement system (the "MFMP System", "MFMP") will be used to conduct this competitive event.

The term of the contract resulting from this RFP shall be three (3) years from the date of execution. The contract resulting from this solicitation is anticipated to begin on or about September 1, 2009.

Along with all other information contained in this solicitation, Respondents should consider the following issues in developing Responses:

1. Current contracts. Customers may retain existing purchase documents issued pursuant to previous procurement methods and staffing currently provided under existing purchase documents through their current term, including renewals and extensions as determined to be in the best interests of the State. New requirements and replacement of staff due to attrition shall be provided under this Contract or other appropriate alternatives.

2. Hardware and Software purchases. This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities. In the event that a Customer has developed a scope of work that requires hardware or COTS software as part of a delivered solution, the Customer should, in accordance with chapter 287, F.S. or other controlling law(s), seek the most cost-effective legal method of procuring such products.

Notwithstanding this general prohibition, in the event that the Contractor provides hardware or COTS software to the Customer in the performance of a Task Order, terms and conditions addressing such items are included in this contract. These provisions should not be construed by any party as authority to purchase hardware or COTS software from this Contract, independent of a larger IT Consulting Services solution.

1.2 Contact Information.

The Contact Person is the sole point of contact from the date of release of this RFP until the contract award is made:

Holly Merrick, FCCN and FCCM
Purchasing Analyst, Division of State Purchasing
4050 Esplanade Way
Tallahassee, Florida 32399
Telephone: (850) 488-7804
Fax: (850) 414 6122
Email: holly.merrick@dms.myflorida.com

All questions must be submitted via the Q&A Board within MFMP and shall be received no later than the time and date reflected on the Event Timeline in Section 1.4. The State will provide responses to the questions according to the calendar. All questions submitted

through the Q&A Board shall be published and answered in a manner that all respondents will be able to view.

1.3 Lobbying.

In accordance with s. 216.347, F.S., and as provided herein, the Vendor (Contractor) may not lobby this Department, the legislature, the executive branch, or any other State Agency relating to any aspect of this RFP during the procurement process. Violation of this restriction may be cause for disqualification from the procurement process.

1.4 Event Timeline.

Event	Time (EDT)	Date
Release RFP		July 10, 2009
Deadline to Submit Questions	2:00 PM	July 21, 2009
Post formal Response to Questions		July 24, 2009
RFP Responses Due	2:00 PM	August 10, 2009
Formal Posting of Award		August 25, 2009
Contract Start Date (On or about)		September 1, 2009

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.

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SECTION 2.0

GENERAL INSTRUCTIONS TO RESPONDENTS, STATE OF FLORIDA FORM PUR 1001

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2.8 DISCRIMINATORY VENDORS

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2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

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2.16 MINOR IRREGULARITIES / RIGHT TO REJECT

2.17 CONTRACT FORMATION

2.18 CONTRACT OVERLAP

2.19 PUBLIC RECORDS

2.20 PROTESTS

2.21 LIMITATION ON VENDOR CONTACT

2.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a. **"Buyer"** means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
b. **"Procurement Officer"** means the Buyer's contracting personnel, as identified in the Introductory Materials.
c. **"Respondent"** means the entity that submits materials to the Buyer in accordance with these Instructions.
d. **"Response"** means the material submitted by the respondent in answering the solicitation.
e. **"Timeline"** means the list of critical dates and actions included in the Introductory Materials.

2.2. General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses.

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions.

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

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions.

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents 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 MyFloridaMarketPlace site 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 2.20 of these Instructions.

2.6 Conflict of Interest.

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications.

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or

terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award.

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response.

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions.

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject.

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation.

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap.

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records.

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests.

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period.
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.

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SECTION 3.0

SPECIAL INSTRUCTIONS TO RESPONDENTS

SPECIAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN THIS SECTION 3.0 MAY SUPERSEDE OR SUPPLEMENT GENERAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN SECTION 2.0.

3.1 DEFINITIONS

3.2 ORDER OF PRECEDENCE

3.3 WHO MAY RESPOND

3.4 MYFLORIDAMARKETPLACE (MFMP) OVERVIEW

3.5 ADDENDA TO THE RFP DOCUMENTS

3.6 SUBMITTAL OF RESPONSE

3.7 PRICING SPREADSHEET

3.8 TEAMING PARTNERS AND SUBCONTRACTORS

3.9 EVALUATION AND SELECTION PROCESS

3.10 BASIS FOR AWARD

3.11 ELECTRONIC POSTING OF NOTICE OF INTENT TO AWARD

3.12 FIRM RESPONSE

3.13 CANCELLATION OR WITHDRAWAL OF RFP

3.14 STATE OBJECTIVES

3.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a. **"Contractor"** means any person who contracts to sell contractual services to an agency.

b. **"Department"** means the State of Florida, Department of Management Services.

c. **"Deliverable"** is a discrete service provided to a Customer, as detailed in a Task Order.

d. **"Division of State Purchasing"** shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.

e. **"Eligible User"** (per s. 60A-1.005 F.A.C.) shall mean a governmental agency, as defined in s. 163.3164, F.S., which has a physical presence within the State of Florida; and may include 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.

f. **"Pay Rate"** The hourly salary paid to the contingent worker. Note: the state reserves the right to verify this through audit.

g. **"Request for Proposal (RFP)"** shall mean this solicitation document.

h. **"Response"** shall mean the formal written response to this document.

i. **"Respondent"** shall mean the IT Consulting Services Provider or Provider of Staff Augmentation submitting a response to this RFP.

j. **"Services"** means any deliverable or work performed under the Contract, which may include contractual services, commodities or software.

k. **"State"** shall mean the State of Florida and Participating Entities, their employees, agents and designees, while acting within the scope of their agency employment or office.

l. **"State Agency"** shall mean an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises full budgetary and statutory control.

m. "**State Term Contract"** shall mean contracts procured by the State of Florida, Division of State Purchasing.

n. **"Task Order"** means the form or format used to make a purchase under the Contract (e.g., a formal written task order, electronic purchase order, procurement card, or other authorized means).

3.2 Order of Precedence.

Potential Respondents for this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, those conditions specified in the Special Conditions shall prevail.

All responses are subject to the terms of the following sections of this RFP, which, in case of conflict, shall have the order of precedence listed:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any purchase order under the Contract
- Contractor's Response

3.3 Who May Respond.

Providers who are in good standing with the State of Florida, meet the technical specifications outlined in Section 6, and possess the financial capability, experience and personnel resources to provide services of the scope and breadth described in 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 and/or clarification or submits false or erroneous information may be deemed non-responsive and shall not be awarded a contract.

If the Respondent's Proposal is found to contain false and/or erroneous information after contract award, the contract may be terminated.

3.4 MyFloridaMarketPlace (MFMP) Overview.

Responses to this RFP must be submitted electronically into the MyFloridaMarketPlace (MFMP) Sourcing Tool.

MyFloridaMarketPlace Sourcing Tool Tips:
When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button)

at intervals of less than twenty (20) minutes to ensure your entries since your last save are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your RFP responses. The SAVE button does not transmit your RFP response to the State. In order to transmit your RFP response to the State, you must click the SUBMIT button on the SUMMARY page of the RFP response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing Tool to verify that the response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event you discover an error and need to resubmit a revised response.

To validate your response, you should do the following before the Solicitation period ends:

a) Go to My Responses tab within Sourcing Tool after you submitted your response.
b) Click on the Response ID number of your last submitted response.
c) Review response to make sure all responses are complete, accurate and as you intended to submit.
d) Minimum areas to check are:
    i. Text boxes – Is your entire answer viewable?
    ii. Yes/No questions – Is the displayed answer correct?
    iii. All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?
    iv. Required Items - Are all items completed as required within the Sourcing Tool?

It is strongly recommended not to wait until the last hours to upload and validate your response to this or any solicitation.

Email Notification: Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of RFPs. Respondents are responsible for checking the MFMP Sourcing Tool and / or the Vendor Bid System for information and updates concerning this RFP.

Please note that when agency decisions are posted on the Vendor Bid System, email notifications are not automatically generated. It is the responsibility of the Vendor to check the Vendor Bid System for any addenda, clarifications, or additional postings to this solicitation.

Optional MyFloridaMarketPlace Sourcing Tool Training: "On-Demand" is a web-based interactive training application available to all respondents to assist in learning how to respond to an event using the MFMP Sourcing Tool. The link is

http://training.myfloridamarketplace.com/vendor/toc.html click on Responding to Sourcing Event.

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.

3.5 Addenda to the RFP Documents.

The Department reserves the right to issue addenda to the RFP. Notice of any addenda will be posted within MFMP and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the RFP. Each Respondent is responsible for monitoring the site for new or changing information concerning this RFP.

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that Respondents will receive, email notifications concerning any posting, amendment or close of solicitations.

3.6 Submittal of Response.

Responses shall be completed per instructions in this RFP document, and must be submitted electronically into the MFMP Sourcing Tool.

Respondents should download the solicitation, complete any required sections or forms, and upload their completed submission in the spaces provided within the MFMP Sourcing Tool.

Some of the forms (Attachments) in Section 7 **require** a signature. These should be downloaded, executed, and submitted where indicated.

It is especially important to have an authorized company official sign the Contact Form (Attachment 6). <u>If your company is selected for award, the State will sign the Contract Form to establish the State Term Contract and return a fully executed copy to your firm</u>. Please be advised, if your company is NOT selected for award the Contract document will be retained by the Department.

Each Respondent is responsible for ensuring that its response is submitted in the MFMP Sourcing Tool in the proper time per the Event Timeline (Section 1.4). The Respondent

shall review this entire RFP; complete the Certifications Table in Attachment 1, and submit all forms required as part of the Respondent's response. Failure to provide completed documents, forms, or certification documentation may result in the disqualification of the Respondent.

CERTIFICATION OF ACCEPTANCE FOR THE TERMS AND CONDITIONS IS TO BE DONE WITHIN THE TABLE IN SECTION 3.6.1 BELOW.

3.6.1 Initial Determination of Responsiveness.

The Department shall evaluate eligible ("responsible and responsive") responses. Responses that do not meet the minimum requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected as non-responsible. The Department reserves the right to determine which responses meet the requirements of this solicitation and which Respondents are responsive and responsible. **This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in Section 2.0 PUR 1001 or Section 4.0 PUR 1000.**

Failure to comply with each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this RFP process. This includes, but is not limited to the following:

Initial Responsiveness Checklist
1. Did the Respondent submit its reply before the indicated deadline?
2. Did the Respondent submit a Pricing Sheet (Attachment 1) per the instructions in Sections 3.7, 3.9, and Attachment 1 of this RFP document?
3. Has the Respondent met the requirement for having no Conflicts of Interest? (See Section 2.6)?
4. Does the Respondent comply with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Section 2.7)?
5. Does the Respondent comply with the requirement for not being placed on the Discriminatory Vendor List per s. 287.134 F.S.? (See Section 2.8)?
6. Has the Respondent met the requirements for Insurance as outlined in Sections 4.35 and 5.5 of this RFP?
7. Has the Respondent certified acceptance of all Terms and Conditions of this solicitation?

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Using the Certification Table in Section 7 in Attachment 1, please certify that your Response conforms to each of the following requirements by responding with either a "Yes" or "No" in the blocks and submit the completed WORD Document in the MFMP Sourcing Tool per the instructions in MFMP.

Certifications

	YES	NO
1. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in **Section 2** (PUR 1001) of the RFP document?		
2. Does the Respondent certify acceptance and compliance with all of the Terms and Conditions detailed in **Section 4** (PUR 1000) of the RFP document?		
3. Has the Respondent completed pricing worksheets as noted in Section 7.1 of the RFP Document?		
4. Respondent is a registered vendor in MFMP, has proper filings with the Department of State, and is eligible to conduct business with the State of Florida?		
5. Respondent certifies understanding and agreement with all items in **Section 1, 3, 5 and 6** of this solicitation.		
6. Respondent certifies that they will accept the State of Florida's Purchasing Card.		
7. Has the Respondent submitted a Contract Form (Attachment 6) that has been signed by an authorized official of the firm?		

3.6.2 The Department Will Not Consider a Late Response.

DO NOT RELY ON THE MFMP SOURCING TOOL'S TIME-REMAINING CLOCK. The official response deadline shall be as reflected in Section 1.4 Event Timeline, of this solicitation. The MFMP Sourcing Tool's time-remaining clock is intended only to approximate the solicitation closing and may require periodic adjustments.

3.7 Pricing Spreadsheet.

The Respondent must complete all of the required information in the Pricing Spreadsheets that are included in Section 7.1. The completed Pricing Spreadsheets must be uploaded in the space provided in the MFMP Sourcing Tool.

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 three (3) or four (4) "Scope Variants," which are gradations of experience within that Job Title. The Job Titles contained in Attachment 13 map directly to those positions on the Price Sheet (Attachment 1). Respondents must demonstrate their ability to supply personnel who meet all criteria listed in the Job Descriptions (Attachment 13), and those Respondents who receive an award will be expected to provide personnel who meet such criteria throughout the term of the Contract.

If the Respondent is proposing services within Project Areas 1, 2 or 3, the Respondent must fill in pricing for EVERY line item (job title / scope variant) within that Project Area. Failure to complete EVERY line item shall result in immediate disqualification.

For Project Areas 1, 2, and 3 expenses directly related to task orders, such as travel and lodging, or materials and equipment specific to the task order should not be built into the hourly rate, but will be accounted for in the Respondent's task order proposal submitted to the Customer.

Respondents seeking an award in Project Area 4 may provide prices for any combination of one or more Scope Variants. In other words, within Project Area 4, the Respondent is not required to provide a price for every Job Title and Scope Variant on the Pricing Spreadsheet as award will be made by line item or job title.

Bid Ceiling Rates. The Respondent's Hourly Rate shall not exceed the Bid Ceiling Rate listed next to each Job Number or Scope Variant. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department. For example, Vendor X bids on Project Area 1 but the Rate offered by the Respondent for one Job Number Scope Variant is above the Bid Ceiling Rate. In this example, the Respondent **shall be considered non-responsive for Project Area 1** and shall not be evaluated by the Department.

3.8 Teaming Partners and Subcontractors.

Responses may include the Respondent's approach to utilization of "Teaming Partners", if applicable. Teaming Partners serve two (2) purposes. During the solicitation process, the Respondent may utilize Teaming Partners to demonstrate the Respondent's ability to provide services on a statewide basis.

After the contract is awarded, approved Teaming Partners and subcontractors may perform services under the Contract. In such an event, the Customer will issue the Task Order to the Contractor, who shall remain responsible for the services delivered and for payments to the approved Teaming Partners and subcontractors. No subcontract which the Contractor enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the Contractor of any responsibility for performance of its duties. Payment by Customers for Services provided under the resulting contract will only be made directly to the Contractor. All payments to the subcontractors and Teaming Partners shall be made by the Contractor.

A Respondent may utilize "Teaming Partners" as subcontractors in its performance of the contract. Contractors are not limited to those Teaming Partners that have been originally submitted on the Teaming Partner – Subcontractor Information Form (Attachment 14). Use of subcontractors under the contract resulting from this RFP must be approved by any agency utilizing the resulting contract.

The Respondent shall provide this information by completing the "Teaming Partner – Subcontractor Information Form (Attachment 14) for EACH subcontractor and Teaming Partner. Please note: the State Term Contract will be established between the State and the Respondent (Contractor). As such, any disputes, issues, defaults, etc. will be resolved between the Customer, the State, and the Contractor, and not the Teaming Partner.

The Department must receive copies of each of these forms for every Teaming Partner the Respondent lists in its proposal. Failure to submit forms for each Teaming Partner may result in rejection of Respondent's response as non-responsive.

3.9 Evaluation and Selection Process.

A "0 through 5" scoring method is applied throughout the evaluation process for the evaluation of Financial, References, Technical, and Price Sections as described below. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.

Financial Section - Supplier Qualifier Report (SQR):

a) The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this RFP.

b) The Department requests submission of the Respondent's SQR prepared by Dun & Bradstreet (D&B). The SQR is a standard report detailing financial and operational capability.

c) The Respondent should request the SQR report from D&B at:
https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x

i. Enter the RFP number in the text field entitled "Enter your RFP Number" and select submit.
ii. Enter your company's D&B Number. If you don't know your company's D&B number you may use the search feature to find it.
iii. Confirm Registration.
iv. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
v. Once the process is complete, a copy will be given to the Department and an identical report will be provided to the Respondent as verification.

NOTE: If the Respondent requested and received an SQR report from D&B through the process described above during the Department's previous RFP for <u>Information and Technology Services (RFP 22-973-561-Y) that was posted and withdrawn in May 2009</u>, the Respondent does not need to request another SQR report. The Department will utilize the Respondent's SQR report provided by D&B under solicitation RFP 22-973-561-Y. It is the Respondent's responsibility to ensure verification from D&B under the previous solicitation that this report was obtained.

d) The SQR report shall be a part of the Respondent's response. It is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the

documents that the SQR report is that of the proposing entity, then the Department will award zero points.

e) If no SQR is available for a Respondent, the Department will award zero points.

f) Respondents are advised to allow sufficient time before the Response due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D&B, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation in MFMP and was requested for this solicitation.

g) The Department will use the following rating scale when evaluating the financial viability of the prospective Respondent:

Dun and Bradstreet Score	Proposal Score
8 – 9 =	0
7 =	1
6 =	2
5 =	3
4 =	4
1 – 3 =	5

Failure to submit a SQR report will result in a ZERO Financial Score.

h) The Financial Score is weighted and combined with Reference, Technical, and Price Section scores as described below in Section 3.10.

References Section:
A "0 through 5" scoring method will be applied to the Reference Check Form (Attachment 15). The Respondent shall submit three (3) References Check Forms from three (3) different businesses who have received IT Consulting Services by the Respondent for at least four (4) months in the past four (4) years. References Forms will be scored by the Department in accordance with the ratings received by the Proposer's selected references and in accordance with the following scale:

0 = Failure to submit three (3) Reference Check Forms (Attachment 15).

1= Poor.

2= Fair.

3= Adequate.

4= Very Good.

5= Excellent.

Any missing ratings, missing forms, or illegible information will result in a zero (0) for the missing or illegible item. Each Proposer's References Score is determined by calculating the average of all ratings from the three (3) References Forms. The Department may contact references and verify information.

Technical Section:

A "0 through 5" scoring method will be applied to the Technical Section Narrative (Attachment 16). In order for the Technical Section Narrative to be evaluated, the following instructions shall be adhered to by the Respondent:

a) Each narrative submission must not exceed five (5) pages double-spaced. This limitation of five (5) pages should be considered as a maximum, and not necessarily a goal. Any narrative submission that goes beyond the five (5) -page limit will not be considered in the evaluation process.
b) The font size may be no smaller than 10 point and the margins must be at least one inch on all sides.
c) Only 8.5 x 11 inch paper may be used. Do not use colored, oversized, or folded materials.
d) Do not include organizational brochures or other promotional materials, slides, films, clips, books, videotapes, or CDs as they are not easily reproduced and are therefore inaccessible to the evaluators.

Any narrative submission that does not adhere to the instructions above will result in a ZERO Technical Score, shall be considered non-responsive, and shall not be evaluated by the Department.

The Respondent's Technical submission will be scored by evaluators in accordance with the following scale:

0 = **Failure: Failure to adhere to the Technical Section instructions - Immediate Disqualification.**

1= **Unsatisfactory:** Not responsive to the question or no data submitted.

2= **Below Minimum Standards:** Responsive to the question but below acceptable performance standards.

3= **Adequate:** Minimum acceptable performance standards and responsive to the question.

4= **Satisfactory:** Above minimum performance standards, effective and responsive to the question

5= **Exceeds Expectations:** Exceed minimum performance standards for effectiveness and responsiveness to the question.

Each Proposer's Technical Score will be calculated according to the Evaluation Criteria detailed in Attachment 17. **If the final Technical Score is below 3.00, the proposal shall not be further scored for Financial, References, and Price and will not be eligible for award.**

Price Section:

a) **Price Section for Project Areas 1, 2, and 3.** A "0 through 5" scoring method is applied to each Project Area Price Section by adding together all proposal price entries for each Project Area, resulting in a Project Area total proposal price. The Project Area total proposal price will be placed alongside the other vendors in a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table below.

For Project Areas 1, 2 or 3, pricing for **EVERY** line item (job title/scope variant) within that Project Area must be filled in. Failure to complete **EVERY** line item shall result in immediate disqualification.	0 Immediate Disqualification
For Project Areas 1, 2 3, or 4, hourly rate shall not exceed the Bid Ceiling Rate. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department.	0 Non Responsive
Highest 20% increment of Prices	1
Next 20% increment of Prices	2
Next 20% increment of Prices	3
Next 20% increment of Prices	4
Lowest 20% increment of Prices	5

b) **Price Section for Project Area 4.** A "0 through 5" scoring method is applied to the Price Section by placing all proposal price entries for each line item into a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table above.

3.10 Basis for Award

Award will be made to all responsive and responsible Respondents who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

Sample Calculation:

Financial Score:	Score of "1" times 0.20 weight	=	0.20
References Score:	Score of "3" times 0.10 weight	=	0.30
Technical Score:	Score of "4.5" times 0.35 weight	=	1.58
Price Score:	Score of "3" times 0.35 weight	=	1.05
Aggregate Score		=	3.13

Since the Sample Calculation (above) is greater than or equal to 3.00, an award would be made.

Awards in "Project Area 4" will be made on a line-item (multiple award for each Position Title achieving the qualifying score) basis to all responsive and responsible Respondent who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

If the final Technical Score is below 3.00, the Proposal shall not be further scored for Price, Reference, and Financial and will not be eligible for award. Calculations of scores will be made in the same manner as the Sample Calculation above.

3.11 Electronic Posting of Notice of Intent to Award.

Responses shall be due on the date indicated on the Event Timeline (Section 1.4), and evaluated shortly thereafter. After evaluating the replies the Department shall electronically post the Notice of Intent to Award on the date indicated on the Event Timeline (Section 1.4).

If an award is delayed, in lieu of posting the notice on the date indicated on the Event Timeline (Section 1.4), the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions [PUR 1001]) for more information on protests). The Department shall not provide notices of intent to award by telephone.

3.12 Firm Response.

The State of Florida may make an award within one-hundred and eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn.

If an award is not made within one-hundred and eighty (180) days, the response shall remain firm until either the State awards the Contract or the State receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the State's sole discretion, be accepted or rejected.

3.13 Cancellation or Withdrawal of RFP.

This RFP may be canceled or withdrawn at any time and any and all responses may be rejected in whole or in part when the Department determines such action to be in the best interest of the State of Florida.

3.14 State Objectives.

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing the State's objectives listed below, to the extent applicable to the items/services covered by this solicitation.

Diversity. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-

disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as Contractors, subcontractors, and Teaming Partners in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to CMBE and CSDVBE Contractors, subcontractors, or Teaming Partners as a result of any award shall be provided to the Agency Purchasing Office by the Contractor on an Agency by Agency or OEUs level.

Certification of Drug-Free Workplace Program. The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087, F.S. provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in MFMP Sourcing Tool for this solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted in the MFMP Sourcing Tool, using the Certification of a Drug-Free Workplace (Attachment 5).

Products Available from the Blind or Other Handicapped (RESPECT). The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to C. 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings

with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, F.S. in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/. The Respondent shall describe how it will address the use of PRIDE in offering the items of the solicitation.

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SECTION 4.0

GENERAL CONTRACT CONDITIONS, STATE OF FLORIDA FORM PUR 1000

CONTENTS:

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4.1 Definitions.

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a. **"Contract"** means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

b. **"Customer"** means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

c. **"Product"** means any deliverable under the Contract, which may include commodities, services, technology or software.

d. **"Purchase order"** means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders.

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version.

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts.

If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price

concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities.

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging.

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site.

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act.

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature.

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery.

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation.

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its

employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss.

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee.

The State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment.

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions.

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity.

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts,

meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification.

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers 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, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written

notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work.

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience.

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause.

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment

to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes.

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal.

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration.

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

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

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

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

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

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

4.28 Advertising.
Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment.
The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment.
The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution.
Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy

on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality.

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the 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 Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents.
The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements.
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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. 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 or eligible to write policies in Florida.

4.36 Warranty of Authority.
Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform.
The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices.
All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases.
Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
Section 946.515(2) F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/

4.41 Products Available from the Blind or Other Handicapped.
Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.42 Modification of Terms.
The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver.
The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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

4.46 Execution in Counterparts.
The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability.
If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

CONTENTS

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5.1 Definitions.

In case of conflict with Section 4.0 General Contract Conditions (PUR 1000), the definitions in this section will take precedence. The Department rules and definitions contained in Chapter 60A-1, F.A.C. shall also apply to this Contract. The following additional terms are also defined:

a. **"Contract"** means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the Department and the Contractor. The Contract shall be reduced to writing substantially in the REQUIRED FORM included in Section 7.6 of the solicitation documents.
b. **"Contractor"** means a successful bidder, who, along with the Department, will enter into the Contract.
c. **"Customer"** means the State agencies and other eligible users that will order services from the Contractor under the Contract. By ordering products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.
d. **"Deliverable"** is a specific service provided to the Customer, as detailed in a task order.
e. **"Department"** means the State of Florida, Department of Management Services.
f. **"Purchase order"** means the form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
g. **"Respondent"** means the entity that submits the proposal materials in accordance with the instructions within this RFP. The "Respondent" may receive a Contract Award based upon the merits of the submittal. As such, the Respondent would then become a "Contractor" with oversight responsibility for any Teaming Partners (sub-contractors) submitted within the Respondent's proposal.
h. **"Services"** means any deliverable or work performed under the Contract.
i. **"State"** means the State of Florida and its agencies.

5.2 Purchase Orders.

A Customer shall order services by issuing a purchase order. Purchase orders, used in conjunction with a Task Order (Section 6.1), shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a purchase order.

In creating purchase orders, 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.

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. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each purchase order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

5.3 Electronic Invoicing.

Whenever possible, and notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the State's e-Procurement system. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – cXML, EDI 810 or web-based invoice entry within the ASN.
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, a State contractor, 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.

5.4 Liquidated Damages.

If the Contractor fails to ensure that a qualified employee reports for work as specified herein and as specified on the Customer's purchase order (that has been accepted by the Contractor), in lieu of actual damages the customer may, at its option, elect to assess liquidated damages in the amount of $250.00 per calendar day until the earlier of the date that:

a. the Contractor provides a qualified employee;
b. the Customer secures an employee elsewhere; or
c. the Customer's need otherwise ceases.

Liquidated damages shall not be assessed if the Contractor provides the services as specified on the purchase order.

At the Customer's sole option, liquidated damages may be assessed in half-day (4 hour) increments of $125.00.

5.5 Liability Insurance and Worker's Compensation.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. As specified in Section 4.35 (Insurance Requirements), 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.

The Contractor shall obtain and maintain Commercial General Liability insurance including products and completed operations, for the entire length of the Contract. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, the Contractor's Teaming Partners, sub-contractors, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

The Contractor shall provide (and maintain for the length of the Contract) a current certificate of insurance to the Customer and/or the Division of State Purchasing.

For this Contract, the limits of coverage under each policy maintained by the Contractor shall be:

Liability Insurance.

Minimum Limits:	$1,000,000 Each Occurrence $2,000,000 Aggregate
Errors and Omissions Insurance Minimum Limits	$1,000,000 Each Occurrence $2,000,000 Aggregate

Worker's Compensation: When required by Florida law, the Contractor shall obtain and maintain during the life of this Contract minimal employer's liability Worker's Compensation Insurance. For all of its employees working in connection with this Contract the amount of coverage shall be:

Minimum Employer's Liability Limits:	$100,000 each accident $500,000 policy limit $100,000 each employee

All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

If, in the sole discretion of the Customer, liability insurance greater than that required herein to insure the project, scope of work, or other "Deliverables" is deemed necessary, the additional required insurance amounts should be detailed in the Task Order and payment of any additional charges may be negotiated between the Customer and Contractor.

5.6 Performance Bond.

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work under a particular Task Order.

Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion of the Customer.

5.7 Ongoing Performance Measures.

The State intends to use performance-reporting tools in order to measure the performance of Contractors. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and end users.

The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

5.7.1 Contract Reporting Requirements.

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment 11 of this RFP.

The following data must be reported to the Contract Manager on a quarterly contract basis and shall include:

- Contractor's Name
- Contact Information
- Reporting Period
- Total sales of purchases per quarter as noted on the form.
- Total sales of purchases per quarter indicating project group, agency, OEU, etc.
- Total dollar value of purchases received using the State's Purchasing Card (by Agency, OEU).
- Minority Business Spend shall be included in the same report on the tab marked CMBE Spend Report (see Section 3.14, Diversity).

Failure to provide quarterly sales reports, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) may result in the contract supplier being found in default and may cause termination of the contract.

Quarterly submissions of the Contract Reporting Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed Contract Sales Summary report by email to the Contract Manager.

5.7.2 Business Review Meetings.

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may involve, but may not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to help the State identify opportunities to lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

5.8 Travel.

Expenses directly related to purchase orders such as travel and lodging, or materials and equipment specific to the purchase order shall not be built into the hourly Contract rate but must be accounted for separately.

Customer is not responsible for travel expenses unless he/she authorizes it at the time of issuing the purchase order.

If authorized, bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

5.9 Rate Adjustments.

Rates may NOT be adjusted upward during the term of this Contract.

5.10 Contractor Additions / Reinstatements.

Once per year, at the Department's sole discretion, on or about the Contract anniversary date, the State may conduct a solicitation as provided in chapter 287, F.S. asking additional contractors to submit proposals that meet ALL of the requirements, Terms / Conditions of this RFP, and the resulting State Term Contract (STC).

New contractors will be evaluated in accordance with the original RFP. If it is determined by the Division of State Purchasing that ALL qualifying criteria have been met, the Contractor may be added to, or reinstated on, the STC.

5.11 Ownership of Products.

Unless otherwise agreed in writing, (i) all Products and Deliverables under the Contract shall belong exclusively to the Customer; (ii) all work performed under this agreement shall be considered "Made For Hire" for copyright purposes; and (iii) prior to accepting a Purchase Order, the Contractor will advise the Customer of any third party interests or restrictions affecting the Products or Deliverables under the Contract.

SECTION 6.0

TECHNICAL SPECIFICATIONS

6.1 TASK ORDERS

6.2 ORDERING FROM PROJECT AREAS

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6.4 CONFLICTS OF INTEREST

6.5 PERSONNEL MATTERS

6.6 SOFTWARE DOCUMENTATION REQUIREMENTS

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6.8 OTHER CONTRACTORS

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6.10 CONTRACTOR WARRANTIES

6.11 BACKGROUND CHECKS AND SCREENS

6.12 ONGOING PERFORMANCE MEASURES

6.13 TASK ORDER TERMINATION

6.1 Task Orders.

6.1.1 A Customer shall order services by issuing a Task Order. Task Orders should establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific projects. Task Orders may vary from a simple staffing request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a Task Order.

In creating Task Orders, 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). Task Order-specific terms and conditions are only applicable to that specific Task Order and shall not be construed as an amendment to this agreement.

Three (3) types of Task Orders may be issued hereunder:

(i) Time & Materials (T&M): Task Orders that may include standard staff augmentation services. A T&M Task Order should be used by a Customer to acquire services on the basis of (1) direct labor hours at specified fixed hourly rate not to exceed those in the Contract, and (2) materials at cost (permitted only when specifically detailed by the Customer in the Task Order). A typical staff augmentation Task Order is presumed **not** to include any additional materials costs, unless explicitly stated otherwise in the Task Order. These types of Task Orders place maximum risk on the Customer, therefore T&M Task Orders should be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

(ii) Fixed Price Project (FPP): Task Orders that provide for a firm price that is not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services. This type of Task Order provides maximum incentive on the Contractor to contain costs and perform effectively.

(iii) Cost-Savings: Task Orders in which the Contractor receives no direct fee. In this type of Task Order, the Contractor is reimbursed solely for an agreed-upon portion of the savings realized by its performance of the Services. This type of Task Order requires careful "benchmarking" by the parties in order to properly calculate such savings.

6.1.2 Task Order Requirements. The following items are REQUIRED to be included in every Task Order issued by a Customer. All parties to a transaction are responsible for ensuring compliance with this section.

- Contracting Officer: Every Task Order must name a Customer Contracting Officer who shall be the main Customer point of contact for all issues related to the Services performed under that Task Order. The Customer's Contracting Officer is the only person authorized to make or approve any changes in the requirements of a Task Order. In the event the Contractor(s) makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the Task Order price to cover any increase in costs occurred as a result thereof. The Customer's Contracting Officer is a single point of contact for the Contractor, and has the authority to obtain decisions on behalf of the Customer. The Contracting Officer will be responsible for the performance of the following functions, some of which may be delegated to other Customer staff:
  1. Provide a liaison between the Customer and the Contractor,
  2. Review, verify, and approve invoices from the Contractor,
  3. Resolve any contractual problems,
  4. Ensure the timely review by the Customer of all planning documents,
  5. Report on project progress to Customer management,
  6. Meet with the Contractor to convey information about schedule, timing and content of upcoming Deliverables, as well as raising problems and frustrations,
  7. Meet with the Contractor and inform Customer management on the Contractor's difficulties and frustrations,
  8. Facilitate resolution of problems,
  9. Functions as the source of all material sent to the Contractor,
  10. Receive all Deliverables from the Contractor,
  11. Archive all Deliverables received from the Contractor

- Completion Dates: For Fixed Price Projects, costs to the Customer for each Deliverable and the completion date must be agreed upon in the Task Order. The completion date shall be based on the Contractor's project plan and the Customer's needs. The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

6.1.3 Task Order Recommendations. Customers should consider the following items when creating a scope of work and its resulting Task Order. The items herein are not mandatory, but the Department strongly suggests that Customers (and Contractors) consider addressing these issues when relevant. This list includes, but is not limited to:

Americans with Disabilities Act (ADA) Civil Rights Compliance: Respondents submitting proposals for this project need to provide complete compliance with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the

Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Vendors submitting proposals should review the above laws, regulations, and standards in detail to verify that the technologies they are proposing provide complete compliance. Vendors should provide written and signed certification to the Customer documenting compliance. Demonstration of these capabilities on the "working" system will be required by the Vendor before the Customer will accept the "system" and make related payments.

Technologies that are not accessible should be avoided unless there is significant and demonstrable need to use them. Since the courts have ruled against post-hoc accommodation (developing an alternative method of providing access to accommodate persons with disabilities), the agency needs to be careful approving technologies that cannot be certified by the vendor. If the manufacturer of the technology cannot demonstrate a compliant solution, they will be required to indemnify the customer against any litigation stemming from their lack of compliancy with the above laws, regulations and standards.

Inspection and Acceptance: If they desire, Customers may add specific information related to inspection and acceptance of services.

Liability Insurance: If, in the sole discretion of the Customer, liability insurance greater than that required by this Contract is necessary to insure the project, scope of work, or other Deliverables, the additional required insurance amounts should be detailed in the Task Order.

Performance Bond: The Customer, in its sole discretion, may require the Contractor to furnish without additional cost, a performance bond, a negotiable irrevocable letter of credit, or other form of security for the faithful performance of work under a particular Task Order. The appropriateness of this bond requirement, and the amount of such bond is the sole responsibility of the Customer.

Performance Management System: For Task Orders in Project Areas 1-3, the Department recommends that the Customer require Contractor to have a performance management system to track project cost, schedule, deviations, and status. Such systems should be similar to the earned value project management system that complies with the ANSI Standard on "Earned Value Management Systems Guidelines". Examples can be found at: http://www.acq.osd.mil/pm/currentpolicy/currentpolicy.html;
and http://www.whitehouse.gov/OMB/circulars/a11/cpgtoc.html.

Task Order Termination for Cause: In addition to those reasons given in the Contract, the Customer may outline any additional actions or non-actions that may result in a "for-cause" termination of the relevant Task Order.

Task Order Changes: The Customer is responsible for ensuring that Task Orders specify the process for change order requests.

6.1.4 RFQ Requirements.

As noted in Section 1.1, Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor.

The Task Order shall, in most cases, require a Request for Quote (RFQ) process. When required, the Customer shall issue RFQs to multiple Contractors before issuing any Task Order under this Contract per the following thresholds for Project Areas 1, 2, and 3. For Staff Augmentation, Customers may make a discretionary vendor selection at any threshold except above $10,000,000 in total cost. 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.

The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
$0 – $14,999	Agency adheres to internal policies and procedures.
$15,000 - $2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
$2,000,001 - $5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
$5,000,001 - $10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over $10,000,000	RFP or ITN to Open Market not via this State Term Contract.

6.2 Ordering from Project Areas.

In order to determine an appropriate Contractor for any given Task Order, Customers should evaluate the type of services required (for a scope of work) and identify the matching Project Area.

The Customer shall issue the Task Order ONLY to a Contractor who has received an award in that Project Area. If a scope of work crosses multiple Project Areas, the Customer may issue a Task Order to a Contractor within any relevant Project Area. In such situations, the Customer is encouraged to identify the Project Area that is most critical to the overall success of the Customer's project.

Project Area 1 – Analysis and Design

Project Area 1 encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment including, but not limited to, the following:

- Business case analysis (e.g. costs/benefit and risk analysis)
- Performance measurements

- Independent validation and verification of systems development
- Estimating return on investment and/or earned value
- Compliance with State interoperability standards as defined by the Agency for Enterprise Information Technology (AEIT).

Project Area 2 – Development and Integration
The services offered under this area include project management of systems development that organizations consider important. The services include, but are not limited to, the following:

- Management of systems integration
- System and software development
- Modernization of legacy systems to web enabled applications
- Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
- Development and integration internet/intranet/web applications
- Development and integration of security, firewalls, and critical infrastructures
- Development, integration and implementation of the following:
  - Networks (e.g. LAN/WAN/MAN/ VoIP)
  - Data warehousing
  - Electronic Commerce/Electronic Data interchange
  - Groupware
  - Next generation internet
  - Client/Server computing
  - Workflow and imaging

Project Area 3 – Operational and Support
The services offered under this area include a broad range of IT related to Operations and Support Services. Anticipated services include, but are not limited to, the following:

- Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), Wide Area Networks (WANs), and VoIP Networks
- Computer systems administration, management and maintenance
- Data entry, data storage, data retrieval, and electronic records management
- Specialized workstation (i. e. CAD, CAD/CV, GIS) support
- Computer equipment maintenance (both on-going and on-call)
- Desktop support
- Production Support
- Database generation and database management
- Data and/or media management
- Document Imaging Services
- Disaster Recovery Services
- Orientation and training
- Information center/help desk

For Project Area 4, simple staff augmentation efforts, the Customer may issue the Task Order to a Contractor awarded in Project Areas 1, 2, 3, and/or 4.

6.3 Location of Services.

A Task Order may direct that services be performed at the Customer's location, or at a facility to be furnished by the Contractor. The Task Order may also indicate restrictions on the location of the Contractor's facility, such as "within sixty (60) minutes of the Customer's facility, or within thirty (30) miles of the Customer's facility", etc.

The Contractor's facilities must able to support necessary Task Order requirements, including all equipment, supplies, and services needed by personnel to complete the services for the Customer. Customer-furnished items will be identified in individual Task Orders as appropriate.

The Contractor shall be responsible for transporting all Customer-furnished items between the Customer site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific Task Order.

6.4 Conflicts of Interest.

Task Orders issued under this Contract (especially work under Project Area 1) may provide the Contractor with access to advance information about future procurements. This information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software.

In order to prevent any bias, unfair competitive advantage, Customers and Contractors are encouraged to review s. 287.057(18), F.S. which provides: *"A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."*

6.5 Personnel Matters.

6.5.1 Professional Qualification Requirements. The Contractor shall supply personnel meeting the educational qualifications specified in the Job Title or a specific Task Order. The Customer may consider, on a case-by-case basis, acceptance of personnel whose degree does not fall within the fields specified. Work experience may be substituted for education, at the Customer's discretion.

6.5.2 Professionalism. Contractor's personnel shall adhere to the same professional and ethical standards of conduct required of State personnel. Contractor personnel <u>shall not</u>:

1. Discuss with unauthorized persons any information obtained in the performance of work under any Task Order not considered a public record pursuant to chapter 119, F.S.;
2. Conduct any business not directly related to the Task Order on Customer premises;
3. Use computer systems and/or other Customer facilities for company or personal business other than work related to the Task Order; or
4. Recruit personnel on Customer premises; or
5. Otherwise act to disrupt official Customer business.

6.5.3 Training. The Contractor shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under Task Orders awarded. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

1. When the Customer has given prior approval for training to meet special requirements that are unique to a particular Task Order.
2. Limited training of Contractor employee(s) may be authorized when the Customer changes the information technology hardware and/or software during performance of an on-going Task Order and it is determined to be in the best interest of the Customer.
3. Training for Contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the Customer's Contracting Officer that attendance is mandatory for the performance of Task Order requirements.
4. When training is authorized by the Customer under the conditions set forth above, the Customer will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Task Order and s. 112.061, F.S.

6.5.4 Recruiting and Retention. For the purposes of this section only, the phrase "Task Order Personnel" is defined as any employee, Teaming Partner, subcontractor, consultant or other agent of an entity, whom the other entity becomes aware of due to the existence or performance of a particular Task Order.

Unless written authorization is received in advance, neither the Contractor nor the Customer shall attempt to recruit, hire, or otherwise contract with the Task Order Personnel of the other for the duration of the relevant Task Order and six (6) months after such Task Order's termination. The term "attempt to recruit" excludes (i) any broad-based effort to attract applicants if not specifically designed to attract the other's Task Order Personnel and (ii) any unsolicited inquiries made or applications submitted by one party's Task Order Personnel not at the instigation of the other party. Notwithstanding this prohibition, the State reserves the right to recruit, hire, or otherwise contract directly with any Task Order Personnel who have performed Services under this Contract for at least six (6) months.

6.5.5 Authority. Contractor personnel shall not hold themselves out to be representatives, in any capacity, of the Customer. In all communications with third parties, Contractor personnel shall identify themselves as such and specify the name of the Contractor.

In all communications with other Contractors in connection with a Task Order, the Contractor personnel shall state that he or she has no authority to change the Contract and that if the other Contractor believes a particular communication to be a direction to change the requirements of the Task Order, they should notify the Customer's Contracting Officer for that Task Order and not carry out the direction until a clarification has been issued by the Customer's Contracting Officer.

The Contractor shall ensure that all of its personnel are informed of the substance of this section, and the substance of this section shall be included in all subcontracts at any tier.

6.6 Software Documentation Requirements.

To the extent that any software is developed, modified, or otherwise procured under a Task Order, the Contractor is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. The Customer may address specific software documentation needs or standards in the appropriate Task Order.

6.7 Contractor Responsibilities.

In accepting a Task Order, the Contractor recognizes and accepts 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. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Task Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each Task Order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

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

1. Ensure personnel understand the work to be performed on Task Orders to which they are assigned.
2. Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assess personnel performance and provide feedback to improve overall task performance.
5. Ensure high quality results are achieved through task performance.

The Contractor shall not perform any inherently governmental actions under this Contract.

6.8 Other Contractors

6.8.1 Other Work. The Customer may undertake or award other contracts, Task Orders, or other arrangements for additional or related work to "Other Contractors". The Contractor shall reasonably cooperate with such other contractors and pertinent customer personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other contractors or by customer personnel.

6.8.2 Transition of Work. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any Task Order or other contract, project, or other agreement, if necessary. When appropriate, Task Order management personnel shall meet with a successor Contractor to coordinate Task Order transition. Discussions may include personnel transition to the successor Contractor or the transition of Task Order-specific items such as Customer or Contractor furnished supplies, materials, equipment, and services.

6.9 Treatment of Customer Assets.

Title to all property furnished by the Customer under this Contract or any Task Order shall remain with the Customer. Furthermore, the Contractor shall surrender to the Customer all property of the Customer prior to settlement upon completion, termination, or cancellation of any Task Order. Any property of the Customer furnished to the Contractor shall, unless otherwise provided herein or approved by the Customer, be used only for the performance of the Services.

6.10 Contractor Warranties.

The Contractor agrees to the following representations and warranties:

- Repair of Damaged Data Warranty. The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer's Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.
- Quality Assurance Warranty. The Contractor represents that it will at all times use a formal software development process when the Services or Deliverables involve software modification or development.
- Limitation of Warranty for Customer-Furnished Software In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Task Order. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Task Order price, or both, and any other contractual provision affected by the Customer-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

6.11 Background Checks and Screens.

The Contractor shall provide information necessary for a Customer to perform criminal background checks or drug screening on employees; or, upon a Customer's request, and for an additional negotiated fee, perform the check or screening.

The Contractor shall grant a Customer's request to interview potential new employees, at the Contractor's expense.

6.12 Ongoing Performance Measures.

The State intends to use performance-reporting tools in order to measure the performance of Contractors. These tools will include the report forms contained in Attachment 11. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and Customers. The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

6.13 Task Order Termination.

Upon the termination of any Task Order or a portion thereof, the Customer may require the Contractor to deliver to the Customer any Deliverables specifically produced or acquired for the performance of such part of any Task Order. Customer shall pay the Contractor for Deliverables received and accepted by the Customer, however, in no event shall the Customer pay to the Contractor an amount greater than the Contractor would have been entitled to if the Task Order were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the Customer, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further Task Orders for additional or other services related to the affected Task Order, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Task Order and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Customer to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to Customer or which otherwise belongs to the Customer; and Contractor shall

provide written certification to the Customer that the Contractor has surrendered to the Customer all said property.

The termination of a Task Order shall not affect the performance or quality of any other unrelated Task Order being performed by the Contractor for the same Customer or any other Customer.

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SECTION 7.0

THE FORMS, ATTACHMENTS, AND WORKSHEETS ARE LOCATED IN, AND MUST BE DOWNLOADED FROM THE MYFLORIDAMARKETPLACE SOURCING TOOL

CONTENTS

7.1	ATTACHMENT 1 - PRICE SHEET	REQUIRED
7.2	ATTACHMENT 2 - SAVINGS/PRICE REDUCTIONS	REQUIRED
7.3	ATTACHMENT 3 - CONTACT INFORMATION	REQUIRED
7.4	ATTACHMENT 4 - ORDERING INSTRUCTIONS	REQUIRED
7.5	ATTACHMENT 5 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (PUR 7009)	REQUIRED
7.6	ATTACHMENT 6 –CONTRACT FORM (WITH AUTHORIZED SIGNATURE)	REQUIRED
7.7	ATTACHMENT 7 – STATE OF FLORIDA VENDOR RESPONSIBILITY QUESTIONNAIRE	REQUIRED REQUIRED
7.8	ATTACHMENT 8 – MYFLORIDAMARKETPLACE ELECTRONIC INVOICING REQUIREMENTS	
7.9	ATTACHMENT 9 - EMERGENCY CONTACT FORM	REQUIRED
7.10	ATTACHMENT 10 - VENDOR CHECKLIST	
7.11	ATTACHMENT 11 - CONTRACT REPORTING FORM	
7.12	ATTACHMENT 12 - PROJECT TASK REQUEST - SCOPE OF WORK DESCRIPTION	
7.13	ATTACHMENT 13 - DESCRIPTIONS OF IT JOB CLASSIFICATION	
7.14	ATTACHMENT 14 - TEAMING PARTNER / SUBCONTRACTOR INFO	REQUIRED*
7.15	ATTACHMENT 15 - REFERENCES CHECK FORM	REQUIRED
7.16	ATTACHMENT 16 - TECHNICAL SECTION NARRATIVE	REQUIRED
7.17	ATTACHMENT 17 - TECHNICAL SECTION NARRATIVE EVALUATION CRITERIA	

*REQUIRED IF USING TEAM PARTNERS OR SUBCONTRACTORS.
ONE FORM MUST BE SUBMITTED FOR EACH PARTNER OR SUBCONTRACTOR.