



**State Term Contract 80101500-20-1  
For  
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **INFORMATION SYSTEMS CONSULTANTS, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

**IV. Statement of Work.**

- a) Scope of Services.  
The Contractor will provide Management Consulting Services (MCS). This includes the

**State Term Contract No. 80101500-20-1**  
**For**  
**Management Consulting Services**

provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

- Allocating financial and human resources and material assets
  - Formulating and enforcing work standards
  - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
  - Ensuring the quality and timely completion of projects or services
  - Providing technical and subject matter expertise in fulfillment of Customer SOWs
  - Participating as a senior team member providing high-level consulting services
  - Planning, organizing, and executing tasks in successful delivery of projects or services
  - Developing and defining strategic visions
  - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
  - Providing Customer interface in fulfillment of Customer SOWs
  - Possessing authority and responsibility for the execution of Customer SOWs
  - Planning, organizing, and overseeing all subordinate work efforts
  - Ensuring quality standards and work performance on Customer SOWs
  - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
  - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
  - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
  - Applying a broad set of management skills and technical expertise as a project leader
  - Providing solutions through analysis
  - Directing subordinates in the completion of tasks orders
  - Organizing, directing, and managing support services
  - Assigning tasks and overseeing projects or other services under the Customer SOWs
  - Directing activities in fulfillment of Customer SOWs
  - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

*1. Customer SOW.* Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

**When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract.** Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

*2. Minimum Number of RFQs Sent by Customer.*

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. *RFQ Format.* The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

<b>Contract Requirement</b>	<b>Description</b>	<b>Frequency</b>	<b>Daily Financial Consequences for Non-Performance</b>
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.1)2.	Each quarter	\$250

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs 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), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

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

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

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, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

[https://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_personnel\\_system\\_hr\\_practitioners/state\\_holidays](https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays)

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

*1. MFMP Transaction Fee Report.*

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

*2. Contract Quarterly Sales Reports.*

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

*3. Diversity Report.*



**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

*4. Ad-hoc Report.*

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

**V. Contract Management.**

**Department's Contract Manager:**

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

**State Term Contract No. 80101500-20-1  
For  
Management Consulting Services**

Telephone: (850) 488-8367

Email: [Christia.Nunnery@dms.myflorida.com](mailto:Christia.Nunnery@dms.myflorida.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**INFORMATION SYSTEMS  
CONSULTANTS, INC.**

DocuSigned by:

*Tyrone Brown*

**Tyrone Brown  
President**

2/17/2021 | 1:35 PM EST

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:

*Tami Fillyaw*

**Tami Fillyaw  
Chief of Staff**

2/18/2021 | 4:52 PM EST

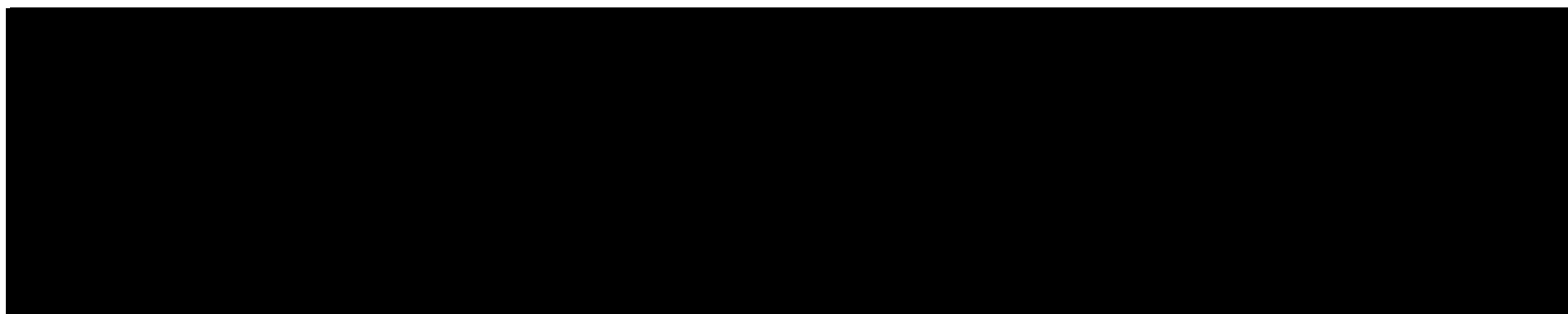
**Date:**

**Contract Attachment A: Cost Proposal  
Request For Proposals  
No. 06-80101500-J  
Management Consulting Services and Financial and Performance Audits**

<b>Respondent Name</b>	<b>INFORMATION SYSTEMS CONSULTANTS, INC.</b>
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<b>INSTRUCTIONS</b>
The Respondent may respond to one or both Service Categories. <b>The Respondent is not required to respond to both Service Categories.</b> However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. <b>The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.</b> The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

<b>Service Category 1: Management Consulting Services</b>		
<b>JOB TITLE</b>	<b><u>INITIAL</u> TERM HOURLY RATE</b>	<b><u>RENEWAL</u> TERM HOURLY RATE</b>
Principal Consultant	\$120.00	\$123.60
Senior Consultant	\$100.00	\$103.00
Consultant	\$85.00	\$87.55
Junior Consultant	\$70.00	\$72.10
Program and Administrative Support	\$60.00	\$61.80



**Contract Attachment B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

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

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

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

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

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

#### **3.1 Pricing.**

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

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

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

### 3.6 Annual Appropriation.

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

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

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

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

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

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

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

#### 4.4 Contractor's Contract Manager.

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

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

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

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

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

##### 4.5.2 Diversity Reporting.

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

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;



AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

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

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

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

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable 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 Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or 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.

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

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

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

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

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

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

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

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S 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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**Contract Attachment C**

**Technical Proposal-Service Category 1:  
Management Consulting Services**

**The State of Florida  
Department of Management Services  
Request for Proposals  
Management Consulting Services  
and  
Financial and Performance Audits  
RFP No: 06-80101500-J**

**Due Date: June 9, 2020 1:00 PM EST  
Information Systems Consultants, Inc.**

## **EXPERIENCE**

### **EXECUTIVE SUMMARY**

Information Systems Consultants, Inc. (ISCI) has over 20 years in IT and administrative staffing and consulting. ISCI is a Certified Minority Business Enterprise (MBE) and a Disadvantage Business Enterprise (DBE). Last three years tax returns are available for your review, upon request.

ISCI does have Insurance and upon award, will add The State of Florida Department of Management Services as an additional insured.

ISCI is registered with My Florida Market Place, is compliant and in good standing with The State of Florida.

Attachments: A, Cost Proposal, G, Responsive Requirements, H, vendor Information, I, No Offshoring, and Appendix B are included with this document.

ISCI is willing and can satisfy all the Scope of Services included in this RFP as checked on Appendix B. Our capabilities are shown through the project descriptions attached for your review.

ISCI will provide Management Consulting Services for the duration of the contract and increase staff on an as needed basis. Background and screening checks will be performed, as required by each department.

All personal information will be safeguarded and kept confidential. This information will not be retained or disclosed to any other parties and ISCI will mitigate any breaches to the best of our ability.

The below list shows some of the organizations ISCI has projects in process or have completed. Also, further down in this document shows projects that demonstrate our diverse knowledge and skill sets. ISCI has had the capabilities of working with State, City and Local governments, including many in The State of Florida.

- Greater Orlando Aviation Authority, Orlando Florida
- Indianapolis Airport Authority, Indianapolis, IN
- State of Florida Office of Technology, Tallahassee, Florida
- State of Indiana, Bureau of Motor Vehicles, Indianapolis, IN
- State of Indiana, Department of Family and Children Services, Indianapolis, IN
- City of Chicago
- Chicago Park District & City of Chicago
- Cook County Treasurer, Chicago, IL

ISCI is responsible for all recruitment and outreach activities necessary to identify and refer qualified candidates and will have an Account Representative assigned to this project.

We utilize a Timecard Management system for weekly time sheets.

ISCI does employ Bi-lingual staff who are able to provide interpretation services.

You will find in the next section our Proposed Solution that includes:

Operating Plan, Day to Day Management Plan and Transition Plan.

Technical Approach that will explain our experience with staffing and consulting services, along with steps that will be followed, by staff and management, as outlined in the Scope of Work.

Past Performance that gives an overview of the projects our References are involved in.

Price Proposal for the Management Consulting Services is also attached for your consideration.

### **ABILITY OF PROFESSIONAL PERSONNEL**

Our professional personnel have been involved in staffing, recruiting, training, business development, onboarding, finance, entrepreneurship, and sales. The ISCI team has worked together for many years. We collaborate on new projects, establish the project manager/account rep, set goals, create checklists, and then move our team members to new locations as needed to ramp up the recruiting process. We currently have 25 full time employees, nationwide.

We are familiar with Florida labor conditions and recruitment practices.

#### **Key employees and organization:**

Chief Executive Officer / Lead Consultant—Tyrone Brown

Recruitment Specialist and Customer Service Executive—Rima Oliver

Chief Operations Officer/ Training and Development Executive—Craig Thurmon

Executive Assistant and HR Manager—Janece Walker

Finance and Business Development—Beverly Jenkins

**We look forward to expanding our staffing services in Florida and thank you in advance for your consideration.**

## **PAST PERFORMANCE**

Below are current and past consulting and staffing projects ISCI has participated in, several are with local, state, and federal governments. These successful projects demonstrate that ISCI has deep experience in all the management consulting services and levels of service in this RFP.

The projects used the below Management Approach activities. These techniques have been proven successful for us. We are open to creating new processes to meet The State of Florida Department of Management Services expectations.

References are available upon request.

### **Orange County Public Schools (Orlando Florida)**

#### ***Crystal Report/SQL DBA***

Handled development, testing implementation, and documentation of complex Crystal Reports and SQL applications. The specific reports and Sequel applications were designated to: Enhance FCAT Analysis reports for advanced sorting capabilities and add new DOE elements to sequel tables, and create/enhance reports for Student Assessment; Extract Aprenda test records and build ODA sequel tables to enhance ODA reports; Develop new report of eligibility scores and immigration reporting enhancements for Multilingual; Develop new detail and statistical reports for Migrant; Add new DOE elements to sequel table fields for Demographics; and Develop a new reporting system for discipline offenses.

### **The University of Chicago (Chicago Illinois)**

#### **Sr. SQL DBA**

The Programmer Analyst makes programming modifications to vendor-packaged, Web-based applications in a multi-tier environment. This will include the integration of a Web-based system with other applications, playing a major role in needs analysis, database programming (PL/SQL and/or SQL Server), and the reporting back to clients of a recommended solution and additional alternative solutions to meet their business needs. The Programmer Analyst will also prepare test plan and coordinate testing between

### **The University of Florida (Gainesville Florida)**

#### **PeopleSoft Integration**

Assist the University in their efforts to replace the legacy integrated Student Information System (ISIS) with Oracle Corporation (Oracle) PeopleSoft Campus. Work with the Program Management office to prepare for implementation planning study (IPS) and will participate in IPS workstation

### **Crossroads Bible College (Indianapolis Indiana)**

#### **Network Engineering**

ISCI will provide Network Security, Assessment and Vulnerability support.

This initial step will require working with the hosting vendor(s) and having access to basic documentation information regarding security including the use of VPN's when transmitting sensitive data over the internet, encryption methods currently being employed along with network and data accessibility security measures currently instituted by the hosting company.



### **Orlando Utilities Commissions (Orlando Florida)**

#### **QA Automation & Manual Tester**

Demonstrate exceptional decision-making, organizational and time management skills Demonstrate competencies in quality assurance Analyzes requirements, develops testing documentation, such as traceability matrix, test plans, test cases and scripts Analyzes technical documentation to develop testing requirements and methods Designs, administers and/or executes functional, regression, integration and performance testing Automates test scripts, establishes repeatable testing processes Configures testing platforms and maintains data in testing environments Establishes quality metrics and develops methods for tracking testing progress and entry/exit criteria Conduct peer reviews to monitor overall adherence to established standards and processes Provides review and sign off for quality assurance during the change management process Documents acceptance criteria to support client acceptance Participates in defect reviews, recommending solutions and documents.

#### ***Application Development Dot Net***

Provided technical assistance in design, development, programming, implementation, administration training, consulting, project planning, management, and design. Developed and implemented changes that were focused around altering the internal Solution Development Life Cycle with easier to use procedures, workflow and internal communication to improve the overall success of the Application and CIS departments. Demonstrated exceptional decision-making, organizational and time management skills. Analyzed the business needs and worked closely with the core-team to ensure that expectations were met. Performed unit and testing of codes and handled HTML, ASP, JavaScript, Visual Basic development languages.

#### **Sr. I.T. Project Manager (Infrastructure)**

Main project manager responsibilities will be to oversee a Microsoft 2013 Exchange Upgrade. Review scope of work with customer to ensure expectations are documented thoroughly. Establish and manage to specific project milestones. Determine appropriate project team staffing requirements and ensure requirements are adequately met. Communicate goals, objectives and customer expectations to project team members. Coordinate events and act as the central point of contact for internal and external resources including the customer while communicating project status and risk analysis regularly throughout the life cycle of the project. Establish goals and objectives, scope of work, implementation plan and time frames.

#### **Sr. Business Analyst**

Define BPM approach, standards and templates to capture business rules, business process and the level of detail, business requirements and dispositions Gather and develop business rules, business requirements and dispositions Create process decomposition and use of "AS IS" PSERM business processes Review current existing procedure manuals and produce business process flows and matrices Map existing processes to the Oracle Utilities Customer Care and Billing Utility Reference Model ( URM) Collect and compile existing documentation and process from existing process, procedures, job aids, etc.

### **Clerk of the Circuit Court (Chicago Illinois)**

#### **Adoption Case Management**

#### **Sr. Business Analyst**

Played a major role in developing and updating programs for policy and procedure that documents the Adoption Courtroom process during Adoption Hearings, which included the duties of appointed Judge(s), Courtroom Clerks, and Cashier Clerks and the Mental Health intake process for the County Division. Set up mental health flow, adoptions flow, tax/miscellaneous flow, and scheduling Installed new case initiation screens for Mental Health, Adoption, Case Scheduling, and Specs to track filing

location for each document and case filed Created informational packets for institutions of new Mental Health case initiation procedures; finalized case label format.

### **Cook County Treasurer – IBM/FMIS (Chicago Illinois)**

#### ***Oracle DBA/JD Edwards One World***

Performed application development, maintained modifications to custom bolt-on systems; designed, configured, customized, and tested the newly implemented financial package.

Supported JD Edwards One World B73.31 with technical proficiency in the following areas of financial/distribution/manufacturing sites. Responsible for developing timelines estimates for developmental efforts, development of details test plans, mapping data from legacy applications for conversion or interface efforts and other full program development cycle tasks.

Designed and Developed Accounting System; developed and implemented cost accounting systems and controls utilized for inventory valuation, actual product costing, and variance analysis.

### **City of Chicago (Chicago Illinois)**

#### ***Sr. Oracle DBA***

Collaborated with team member to determine whether client's current COBOL shop could be converted to Oracle. Analyzed existing software to identify inefficiencies and delivered Oracle and developer 6i functionality presentation that demonstrated solutions which eliminated 5 to 15 reports and convinced the client to convert. Designed graphical interface of web-based routing application using Java.

### **Indiana Department of Children and Family Services (Indianapolis Indiana)**

#### ***Sr. Business Analyst***

Business Analyst will help support an application manager with requirements gathering and analysis, application design, and managing a team of developers for a custom-developed application. ISCI will also assist with other project management tasks such as preparing meeting agendas, taking meeting minutes, developing process flows and tracking issues and risks. ISCI has a strong understanding of the Software Development Lifecycle (SDLC). Domain experience in Public Sector/State Government/Health and Human Service/Public:

Identifying, gathering, and documenting business requirements.

Performing the following Business Analysis and Modeling tasks:

Business process modeling Context diagrams

Use case development (as needed) Test scenario creation.

### **Indiana Department of Information Technology (Indianapolis Indiana)**

#### ***Business Analyst***

Completes FTI internal inspections for counties, INSCCU, DCS Finance, and other agencies as needed; Route corrective action plans as needed and monitor for compliance (working with county staff - requires excellent communications skills); Manages background checks for State and County IV-D workers as required in Publication 1075 and create a tracking mechanism; Assist with completion of IRS, OCSE, and SSA reports; Assist in preparation for IRS safeguard reviews, SSA audits, and other federal or State audits; Assist with work relating to inquiries from federal and State agencies for information; Understand the organization and develop relationships to provide value-added solutions and best-practices; Prepare and/or draft written communications regarding security issues, as needed; Promote efficient practices by recommending improvements in security processes; Escalate areas of non-compliance to management; Maintain user system access lists and user agreements; periodically reviews ISETS (production) user access and profiles for central office staff as scheduled Function as part of the CSB-IT Security Team or operates independently.

### **ETL Business Analyst**

Interact with Agency Staff; understanding agency needs and data structure that structure that supports their business process and utilizing business intelligence tools to report information Analysis, understanding, interpretation, documentation and quality assurance of technical data structures and sources Interact with ETL/SQL developers on data definitions and structures. Provides feedback and analysis on project processes and techniques to optimize various project tasks reports and interact well project team on progress and data issues.

### **Indiana Department of Bureau of Motor Vehicles (Indianapolis Indiana)**

#### **Information Security Analyst**

Awareness of generally accepted security standards and best practices (NIST, PCI, DSS).Sys Admin technical knowledge of security and IT related technologies (e.g. Windows OS, Active Directory, SQL, anti-virus, web filtering, event logging, encryption, network design, firewall administration, intrusion prevention, etc.)Ability to communicate clearly and concisely in verbal, written and electronic form.Web Application and/or Vulnerability Scanner experience. Strong working knowledge of Microsoft Office with an emphasis on Outlook, Word, Excel and Access. Actively participate in incident response planning as well as the investigation of security breaches as necessary. Assists in identifying, reporting and remediating security risks and vulnerabilities (e.g. review the results for security vulnerability scanning tools; coordinate the installation of security patches and 3rd party application upgrades, monitor the status of anti-virus controls, etc.

#### **Sr. SQL DBA**

The Programmer Analyst makes programming modifications to vendor-packaged, Web-based applications in a multi-tier environment. This will include the integration of a Web-based system with other applications, playing a major role in needs analysis, database programming (PL/SQL and/or SQL Server), and the reporting back to clients of a recommended solution and additional alternative solutions to meet their business needs. The Programmer Analyst will also prepare test plan and coordinate testing between

#### **Database Analyst**

Monitor and optimize daily performance  
Create and monitor scheduled jobs  
Writing database documentation, including data standards, procedures and definitions for the data dictionary. Controlling access permissions and privileges  
Creation of indexes for performance optimization  
Proficiency with T-SQL language  
Capacity planning

### **Price Water House Coopers (Tampa Florida)**

#### **I.T. Project Management**

Provided in depth analysis of financials data associated with all projects budget.  
Worked with Project Managers to develop project plan templates and supported project documentation.  
Collected and summarized status reports for leadership.  
Created and implemented standard procedures to provide organization to a dynamic group dealing with diverse projects.

**Greater Orlando Aviation Authority (GOAA)-Orlando Florida**

**Sr. I.T. Project Manager (Infrastructure)**

Demonstrate expertise in creating and maintaining project deliverables such as project charter, project plan, status reports, project timesheets, estimates, communication plan, reports, risk management plan, budget (work hours and cost), milestone/deliverable charts. Demonstrate experience in managing issues, scope, and quality while bring projects to successful completion within the cost and time requirements. Demonstrate expertise in teambuilding and leading teams. Demonstrate exceptional decision-making, organizational and time management skills. Demonstrate competencies in project management and business application analyst skills with application development and deployment projects. Manage the design and implementation of Documentum and associated content management solutions with HR, Risk Management and Supply Chain Management. Coordinate with multiple vendors to establish work-efforts, maintaining an overall project plan

**Sr. I.T. Contract Administrator**

Maintain database of IT agreements, track and report contract status including contract expiration dates, contract issues and resolutions, addenda, and amendments. Oversee and prepare all Information Technology contract documents in accordance with actions approved by the Construction Committee, the Professional Service Committee, the Concessions Procurement Committee, The Construction Finance Oversight Committee, and/or the Authority Board. Ensures timely execution of documents Maintain current billing rates for contractors, consultants and sub-consultants providing services to the Information Technology Department. Validate position/labor rates submitted for professional services proposals and statements-of-work. Validate invoice billing and rates for contractor and consultant professional services. Provide reports periodically and on demand for financial status of purchase orders for materials and services.

**Load Balancer**

Migration plans from existing hardware to proposed solutions detailed evaluations of the solution. Detailed list of any additional software needed or required training requirements necessary to use and support the solution. Purchase, installation, software, networking hardware, training, and startup cost per solutions. Warranty and proposed 5-year maintenance costs and specialized racking or system housing that will required. Visio rack layout diagram, including systems, power, and networking, review current and future utilization of Cisco ACE load balancer system and provide a recommendation on an appropriate replacement product. While the impetus of this project is to provide a one-to-one replacement for the current load balancer.

## **PROPOSED SOLUTION**

### **A) Consulting on Management Strategy**

The Information below will outline our ability to provide Consulting on Management Strategy services statewide with diverse knowledge and skillsets.

We have experienced consultants who are responsible for scoping, managing, and delivering key analytical and quantitative components of client engagements with Fortune 500 companies and government entities. In this capacity, ISCI has the unique opportunity to interact with senior management of various organizations and provide direct meaningful impact.

### **MANAGEMENT APPROACH**

#### **DAY-TO-DAY MANAGEMENT**

If awarded, we will have an Account Representative assigned to manage all aspects of The State of Florida Department of Management Services Project. The Key employees, listed in the Executive Summary, will be assigned to this project. The kickoff to startup of placing the staff should take no more than 2 weeks to accomplish. Staff placement should take no more than 48 hours.

#### **OPERATING PLAN**

##### **Staffing Order Fulfillment**

We acknowledge the request immediately. We have multiple tools which allow us to respond quickly. Some of these tools are:

Find Me/Follow Me IP Telephony systems for greatest coverage of staff not at their desk  
We check voice mails every 2 hours. We diligently track emails on a full-time basis including weekends. In addition, we are always able to follow any policies you may have in place which have proved to be advantageous for the monitoring of all communication types to ensure that we deliver maximum exposure and attentiveness to your needs.

Our mean time from initial response to providing candidates is based on requirement and skill set. Upon receipt of a request we assign dedicated technical recruiters to each request to receive and process the request. Within 2-8 hours we expect to have a qualified candidate submitted for review from the time of the request. The mean time to respond with candidates for simpler requirement will be 2 to 4 hours and for hard skill set the mean time will be 6 to 8 hours.

We require a Visa Copy, Photo ID Proof, LinkedIn Link, and References. Our technical recruiters will screen the resource with technical questions and then perform an initial phone/Skype interview/screening to ensure that we can meet the client expectations.

Additional background checks will be provided to The State of Florida Department of Management Services for review, if requested, include: National Federal Criminal Search; National Criminal Database; 7 Year County Criminal Database; Statewide Criminal Check; National Sex Offender Registry; Social Security Number Trace; Violent Abuse Registry and any additional Level II checks required by The State of Florida Department of Management Services.

### **Recruiting strategy**

Our HR professionals focus on the following steps for recruiting searches:

- Set criteria to obtain the best candidates for the given position.
- A thorough understanding of the client company and the given department where the candidate will be working in so the candidate will have a strong understanding of the prospective job and its functions.
- Preparation of the candidate who is being reviewed for the prospective job.
- Setting of expectations from the employer and candidate side to determine best fit.
- Searching for the best candidate including candidates which may be currently employed elsewhere.
- Review and screening of the candidate's work records and qualifications that show number of years of data entry or equivalent system update experience.
- Initial interviews and evaluation of the candidate include past work records, employment verification-last 2 employers, reference checks of 2 professional references, and education showing, qualifications and background verification-highest degree earned.
- Background checks will be conducted as shown above – no conviction of a violation of any law.
- After pre-review of candidates' evaluations and assessments have been completed then the qualified candidates will be brought forward to the client for

### **Transition Plan**

The Transition plan has several steps that ensure a smooth transition, if awarded.

Our Project management team will meet with client to determine number of current employees and positions during the first 30 days after the award.

Review current contract to determine and ensure that there is no gap in employment.

Determine current rate of pay and benefits for each position.

Review new opportunities that may be available for current employees based on the award to match the employee with the best opportunity.

Ensure current employees that move over will not have a gap in employment if they still qualify based on current background checks and verifications.

Recruitment plan includes reviewing current opportunities that the previous vendor had not been able to fulfill to begin recruiting process as described in our business plan. These open requests will be made a top priority.

### **TECHNICAL APPROACH**

If awarded, we will have an Account Representative assigned to manage all aspects of The State of Florida Department of Management Services Project.

### **Implementation and Tracking**

When a resource is hired, we assign an account representative to manage the account which is responsible time entry, weekly status report, and monthly client meeting in-person or weekly based on the client's availability.

We also require each resource to send a detail update about the progress of the project on a weekly basis and attend our bi-weekly conference call.

We take a proactive approach to our client needs to ensure them that we are working extremely hard by monitoring the work of our resources and speaking with them to make sure that we are meeting and exceeding expectations.

Our team uses a combination of procedures and processes based on the type of work the candidate will be involved in. In addition, we have an aptitude test along with a 100 question Personality Evaluation test which shows traits such as communication skills, trust, honesty, responsibility levels, stability and similar traits giving an insight of the individual to help determine the success as a team member for the overall team.

We do not discriminate based on these results; we simply analyze who would be the best fit for the project. We can also design, conduct, and evaluate authentic Assessment Centers where candidates, under serious consideration, do the actual work they will be required to do, in a mocked-up fashion.

All applicants who are not selected will be notified by ISCI.

### **Termination and Replacement Procedures**

Contact the resource, Communicate the departure, transfer the employee's knowledge if required by client, recover company assets, revoke systems access, complete final pay process, perform an exit survey or interview, provide letter of reference, etc.

ISCI will work with the client to find a suitable replacement candidate within 48 hours.

## **B) Project Management**

The Information below will outline our ability to provide Project Management services statewide with diverse knowledge and skillsets.

Our consultants will be responsible for masterminding, outlining, and developing projects. ISCI will design the project goals and success markers, determine how success will be measured and tracked. ISCI will ensure the project remains on time and on budget and help motivate team members to hit their goals.

### **MANAGEMENT APPROACH**

#### **DAY-TO-DAY MANAGEMENT**

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#### **OPERATING PLAN**

##### **Staffing Order Fulfillment**

We acknowledge the request immediately. We have multiple tools which allow us to respond quickly. Some of these tools are:

Find Me/Follow Me IP Telephony systems for greatest coverage of staff not at their desk  
We check voice mails every 2 hours. We diligently track emails on a full-time basis including weekends.  
In addition, we are always able to follow any policies you may have in place which have proved to be

advantageous for the monitoring of all communication types to ensure that we deliver maximum exposure and attentiveness to your needs.

Our mean time from initial response to providing candidates is based on requirement and skill set. Upon receipt of a request we assign dedicated technical recruiters to each request to receive and process the request. Within 2-8 hours we expect to have a qualified candidate submitted for review from the time of the request. The mean time to respond with candidates for simpler requirement will be 2 to 4 hours and for hard skill set the mean time will be 6 to 8 hours.

We require a Visa Copy, Photo ID Proof, LinkedIn Link, and References. Our technical recruiters will screen the resource with technical questions and then perform an initial phone/Skype interview/screening to ensure that we can meet the client expectations.

Additional background checks will be provided to The State of Florida Department of Management Services for review, if requested, include: National Federal Criminal Search; National Criminal Database; 7 Year County Criminal Database; Statewide Criminal Check; National Sex Offender Registry; Social Security Number Trace; Violent Abuse Registry and any additional Level II checks required by The State of Florida Department of Management Services.

### **Recruiting strategy**

Our HR professionals focus on the following steps for recruiting searches:

- Set criteria to obtain the best candidates for the given position.
- A thorough understanding of the client company and the given department where the candidate will be working in so the candidate will have a strong understanding of the prospective job and its functions.
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- Setting of expectations from the employer and candidate side to determine best fit.
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- Review and screening of the candidate's work records and qualifications that show number of years of data entry or equivalent system update experience.
- Initial interviews and evaluation of the candidate include past work records, employment verification-last 2 employers, reference checks of 2 professional references, and education showing, qualifications and background verification-highest degree earned.
- Background checks will be conducted as shown above – no conviction of a violation of any law.
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### **Transition Plan**

The Transition plan has several steps that ensure a smooth transition, if awarded.

Our Project management team will meet with client to determine number of current employees and positions during the first 30 days after the award.

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Review new opportunities that may be available for current employees based on the award to match the employee with the best opportunity.



Ensure current employees that move over will not have a gap in employment if they still qualify based on current background checks and verifications.

Recruitment plan includes reviewing current opportunities that the previous vendor had not been able to fulfill to begin recruiting process as described in our business plan. These open requests will be made a top priority.

## **TECHNICAL APPROACH**

If awarded, we will have an Account Representative assigned to manage all aspects of The State of Florida Department of Management Services Project.

### **Implementation and Tracking**

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We take a proactive approach to our client needs to ensure them that we are working extremely hard by monitoring the work of our resources and speaking with them to make sure that we are meeting and exceeding expectations.

Our team uses a combination of procedures and processes based on the type of work the candidate will be involved in. In addition, we have an aptitude test along with a 100 question Personality Evaluation test which shows traits such as communication skills, trust, honesty, responsibility levels, stability and similar traits giving an insight of the individual to help determine the success as a team member for the overall team.

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### **Termination and Replacement Procedures**

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ISCI will work with the client to find a suitable replacement candidate within 48 hours.

## **C) Program Research, Planning, and Evaluations**

The Information below will outline our ability to provide Program Research, Planning, and Evaluations services statewide with diverse knowledge and skillsets.

ISCI consultants working in this area will utilize our evaluation plan that outlines the evaluation's goals and purpose, research questions, and information to be gathered. Ideally, ISCI program staff and an evaluator will develop the plan before the program starts, using a process that involves all relevant program stakeholders.

### **MANAGEMENT APPROACH**

#### **DAY-TO-DAY MANAGEMENT**

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We also require each resource to send a detail update about the progress of the project on a weekly basis and attend our bi-weekly conference call.

We take a proactive approach to our client needs to ensure them that we are working extremely hard by monitoring the work of our resources and speaking with them to make sure that we are meeting and exceeding expectations.

Our team uses a combination of procedures and processes based on the type of work the candidate will be involved in. In addition, we have an aptitude test along with a 100 question Personality Evaluation test which shows traits such as communication skills, trust, honesty, responsibility levels, stability and similar traits giving an insight of the individual to help determine the success as a team member for the overall team.

We do not discriminate based on these results; we simply analyze who would be the best fit for the project. We can also design, conduct, and evaluate authentic Assessment Centers where candidates, under serious consideration, do the actual work they will be required to do, in a mocked-up fashion.

All applicants who are not selected will be notified by ISCI.

**Termination and Replacement Procedures**

Contact the resource, Communicate the departure, transfer the employee's knowledge if required by client, recover company assets, revoke systems access, complete final pay process, perform an exit survey or interview, provide letter of reference, etc.

ISCI will work with the client to find a suitable replacement candidate within 48 hours.

## **Contract Attachment D**

### **Authorized Services List**

#### **Category 1: Management Consulting Services**

Information Systems Consultants, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Program research, planning, and evaluations.

Contract Attachment E



# Contractor Information Form

*Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.*

**\*\*\* PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY \*\*\***

<b>Contract Name:</b>	Management Consulting Services
<b>Contract Number:</b>	80101500-20-1

<b>Contractor Name:</b>	Information Systems Consultants, Inc.
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<b>FEIN:</b>	36-4103251	<b>*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***</b>
<b>Website:</b>	www.isciconsult.com	

## Customer Contact

*Contact for sales information, ordering, and billing questions.*

<b>Name:</b>	Tyrone Brown		
<b>Email:</b>	brownt@isciconsult.com		
<b>Phone:</b>	317-525-8380	ext.	
<b>Address:</b>	4184 Parliament Way		
<b>City:</b>	Avon		
<b>State:</b>	IN		
<b>ZIP:</b>	46123	+4:	

## Contract Administrator

*Contact for escalated customer needs.*

<b>Name:</b>	Tyrone Brown		
<b>Email:</b>	brownt@isciconsult.com		
<b>Phone:</b>	317-525-8380	ext.	
<b>Address:</b>	4184 Parliament Way		
<b>City:</b>	Avon		
<b>State:</b>	IN		
<b>ZIP:</b>	46123	+4:	

*If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.*

## Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

**Respondent Name:** INFORMATION SYSTEMS CONSULTANTS, INC.

**Respondent Federal Employer Identification Number (FEIN #):** 36-4103251

**Authorized Signature:** 

**Print Name:** TYRONE BROWN

**Title:** PRESIDENT

**Date:** 4/15/2020

### Contract Attachment G Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

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

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

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

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

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

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

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise      Yes \_\_\_\_\_      No \_\_\_\_\_

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

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

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