



FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO NEGOTIATE
Acknowledgement Form

SUBMIT REPLY TO: Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308
Telephone Number: 850-410-7300

Agency Release Date:
11/16/2017

**Basic Abilities Test Development and Administration /
Computer Based Testing System for State Officer Certification Exam**

Solicitation Number: FDLE-ITN-1804

Replies are Due: 01/23/2018 2:30 PM ET

**Replies shall be binding until execution of a Contract with
the successful Respondent.**

Respondent Name:

If a Fictitious Name is used include registered name (i.e. XYZ, Inc.
D/B/A ABC)

*Authorized Signature (Manual)

Respondent Mailing Address:

*Authorized Signature (Typed), Title

City, State, Zip:

***This individual must have the
authority to bind the Respondent.**

Phone Number:

Toll Free Number:

Fax Number:

Email Address:

FEID Number:

**By signature on the Reply, Respondent
certifies that it complies with the Terms &
Conditions of the ITN.**

Type of Business Entity (Corporation, LLC, partnership, etc.):

RESPONDENT CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:

SECONDARY CONTACT:

Contact Name, Title:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

Table of Contents

SECTION 1.0 – INTRODUCTION.....	3
1.1 Invitation	3
1.2 ITN Goals	3
1.3 Background	3
1.4 Disclosures	3
1.5 Contract Term	4
1.6 Definitions	4
1.7 Procurement Officer	7
SECTION 2.0 – Schedule of Events	8
SECTION 3.0 – ITN Process	9
3.1 Solicitation Phase	9
3.2 Technical Reply Administrative Review	19
3.3 Evaluation Process	21
3.4 Price Reply.....	23
3.5 Negotiation Process	24
SECTION 4.0 – AWARD PROCESS	27
4.1 Contract Award	27
4.2 Notice of Agency Decision.....	27
4.3 Protest and Protest Filing	27
SECTION 5.0 – ADDITIONAL CONTRACT CONDITIONS.....	29
5.1 Standard Contract Provisions.....	29
5.2 Contract Approval	29
5.3 Reply as Part of the Contract	29
5.4 Performance Bond	29
5.5 System and Proprietary Software License	30
5.7 No Offshoring Affidavit	30
5.8 Contract Order of Precedence	31
5.9 Contract Execution.....	31
SECTION 6.0 – ATTACHMENTS.....	32

SECTION 1.0 – INTRODUCTION

1.1 Invitation

The Florida Department of Law Enforcement (FDLE) is requesting replies from qualified, interested vendors with proven experience in providing the online delivery of a Basic Abilities Test (BAT), and/or a Computer Based Testing (CBT) solution for a State Officer Certification Examination (SOCE). Vendors will have the option to respond to the BAT and/or the CBT individually.

1.2 ITN Goals

Section 943.17, Florida Statute (F.S), requires that individuals pass a BAT prior to admission into a criminal justice basic recruit training program. Similarly, Section 943.1397, F.S., requires all candidates to pass a SOCE to be eligible for certification as a criminal justice officer in the State of Florida.

The FDLE Criminal Justice Professionalism Program (CJPP) is charged with providing these two exams. The CJPP has determined that the best approach is to award a contract for Part One: BAT Development and Administration; and Part Two: SOCE Administration, through this single competitive solicitation. The specific goal of this Invitation to Negotiate (ITN) is to award a contract(s) for Part One and Part Two, and to obtain the best value for the State of Florida. Vendors responding to this ITN will have the option to submit a Reply for either Part, or submit replies to both.

1.3 Background

The BAT was developed to assess minimum competencies of individuals wishing to enroll in a criminal justice basic recruit training program, and predicts the likelihood for success in passing the training and the [SOCE](#). The BAT is administered approximately 20,000 times a year. Currently, the BAT is delivered by three (3) separate private vendors. However, since multiple testing instruments create the appearance of three (3) different standards, FDLE is moving to a single testing instrument for the BAT to ensure one standard and one level of accountability. The Department is seeking a single vendor who will both develop and administer the delivery of the BAT via an online delivery platform for computer based testing.

FDLE currently administers between 8,000-9,000 SOCE's, annually throughout Florida. The SOCE is a knowledge based exam measuring candidates' comprehension of basic criminal justice principles. FDLE develops and administers SOCE's for three criminal justice certifications: Corrections, Correctional Probation, and Law Enforcement. Occasionally, there may also be two discrete SOCE versions in a given discipline. Several improvements have been made to the examination process since the inception of the SOCE. In 2014, FDLE converted the process from centralized paper based exam events to an on-demand computer based testing process. In February 2019, the current contract for test administration of the SOCE will expire.

1.4 Disclosures

Respondents will have the opportunity to submit a Reply for one or both solutions.

Part One (1): Basic Abilities Test Development and Administration

Part Two (2): Computer Based Testing solution for State Officer Certification Exams

FDLE is considering replies for Vendor hosted solutions (external/SAAS) only.

FDLE is not interested in solutions delivering examinations exclusively to proprietary or provider owned locations.

FDLE is not interested in software development project(s).

1.5 Contract Term

The contract(s) resulting from this solicitation is expected to begin upon execution and remain in effect for a period of five (5) years. The selected Vendor(s) will be expected to be able to assume the responsibilities outlined herein upon Contract execution.

FDLE reserves the right, at its sole discretion, to renew the Contract(s) resulting from this solicitation for up to a three (3) year period. Renewal of the Contract(s) shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

1.6 Definitions

Agency (or Department): The Florida Department of Law Enforcement, State of Florida governmental department, division, county, bureau, commission, district, municipality or other eligible entity.

AD: Active Directory

Administration: Facilitation of the examination process to include but not be limited to: candidate registration, eligibility verification (if applicable), payment, verified proctor presence, facilitation of exam, and transmission of results to ATMS.

API: Application Programming Interface

ATMS: Automated Training Maintenance System. A custom developed database (SQL Server) solution housing all Florida criminal justice officer training and certification records. Functionality of this system is beyond the scope of this solicitation.

BAT: Basic Abilities Test

Best Value: The highest overall value to the State based on factors that include but are not limited to: price; quality; design; and workmanship.

Business Day: Monday through Saturday excluding State of Florida recognized holidays.

CBT: Computer Based Testing System. A system that supports the delivery of examinations, including but not limited to an item banking tool for importing and exporting exam items, the ability to register examinees, statistical calculations functionality, and various reporting.

CJSTC: Criminal Justice Standards and Training Commission

Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt”.

Contract: A written agreement between the Agency and the Contractor, including all documents, exhibits and attachments specifying commodities or services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and FDLE.

Contract Manager: The person designated by the FDLE who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the FDLE and the Contractor regarding performance issues contained in the contract.

Contractor: The person or entity that enters into a contract to sell commodities or contractual services to the FDLE.

COTS: Commercial Off the Shelf products.

Day: A calendar day

(Exam) Eligibility: Only individuals who have successfully completed a basic recruit training program, or have received a waiver of such a program, are eligible to take the SOCE. The information used to determine eligibility is stored in the Department’s ATMS database. There are no eligibility requirements for the BAT.

Exam: An examination or assessment designed for a discrete program of study (e.g. Law Enforcement). A test will include one or more forms. For the purpose of this solicitation, “exam” is synonymous with “test”.

F.A.C: Florida Administrative Code

FDLE: The State of Florida, Department of Law Enforcement.

Form: A version of a test. Each form of a test is comprised of a unique set of items and is linked or otherwise equated with all other forms of the test.

F.S.: Florida Statute

Functional Requirements: Business requirements pertaining to end users.

High Stakes Examination: An examination or test that is offered with the understanding that the results will directly determine important consequences for the test taker. Under the scope of this ITN, the BAT will determine eligibility to attend a criminal justice training program; the SOCE will determine the eligibility for certification as a criminal justice officer.

Item: A question on a test. Possible components include, but are not limited to, a lead-in, an interrogative, a graphic, and response alternatives.

ITN: Invitation to Negotiate

ITS: Information Technology Services

JAD: Joint Application Development meeting

Non-Functional Requirements: Requirements pertaining to information technology professionals and the operation of the system (e.g. project plan, network, database, reports, etc.).

Other Eligible User (OEU): Entities such as state departments, agencies, counties, municipalities, and other local governments or divisions who are eligible to purchase items or services utilizing the resulting Contract as defined in Rule 60A-1.001, F.A.C.

Product: Any deliverable under the Contract, which may include commodities, services, technology or software.

Property (test/form/item): A quantitative or qualitative characteristic of an object (e.g. statistic, curriculum location, etc.)

RDBMS: Relational Database Management System.

Reply: All materials submitted by a Vendor in response to this ITN.

Respondent: The person, entity or Vendor submitting a Reply in response to an ITN.

Roll-Out: Implementation of the system in accordance with a pre-determined schedule.

SAAS: Software as a service

Secure Channel: FDLE's secure File Transfer Protocol (FTP) / Secure File Transfer Protocol (SFTP).

Scope Change: A change to the original boundaries of the project, as defined by this solicitation, which affects the budget, schedule, and/or contract requirements.

SOCE: State Officer Certification Examination.

SOW: Statement (or Scope) of Work.

SQSO: Statement of Qualifications and Services Offered. This ITN includes a two-stage process of contractor selection in which the SQSO constitutes the initial reply for a CBT system.

SSL: Secure Sockets Layer

Standards: For the purpose of providing testing standards, the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME) jointly developed the Standards for Educational and Psychological Testing. The *Standards* also address professional and technical issues of test development and use.

State: The State of Florida

Subcontractor: A person or entity contracting to perform any of the services listed in this solicitation for compensation paid by the contractor. Subcontractors are contingent on Agency approval.

System: The terminology used throughout this ITN to denote the proposed solution for the BAT and CBT exam administration

Test: An examination or assessment designed for a discrete program of study (e.g. Law Enforcement). A test will include one or more forms.

Test Program: A program containing tests designed for a common purpose (e.g. abilities tests).

Vendor: Any firm, entity or person who submits a reply to the Department in response to this solicitation.

Vendor Bid System (VBS): The State MyFloridaMarketPlace e-Procurement system which allows all State of Florida Agencies to advertise solicitations and exceptional purchases. It also permits registered Vendors to receive automatic email notifications of solicitation advertisements, public meetings, addenda to solicitation, and exceptional purchases.

The MyFloridaMarketPlace Vendor Bid System may be accessed at:
http://www.myflorida.com/apps/vbs/vbs_main_menu

1.7 Procurement Officer

Michelle Faircloth
Office of General Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308
Email: FDLEOGSContracts@fdle.state.fl.us
Phone: (850) 410-7300

END OF SECTION

SECTION 2.0 – Schedule of Events

Below is the timeline that represents the FDLE’s best estimate of the schedule that will be followed. If deviations from this schedule occur, the FDLE will publish an ITN addendum on the Vendor Bid System (VBS). No liability to the FDLE will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are **Eastern Time (ET)** in Tallahassee, Florida. Activities listed in this Schedule of Events will occur concurrently for the Part One and Part Two of this solicitation.

DATE	TIME	ACTIVITY / LOCATION
11/16/2017	---	FDLE Advertisement of ITN via State of Florida VBS
12/05/2017	5:00 PM	Submission deadline for Vendor Written Questions FDLE Procurement Officer via email: FDLEOGSContracts@fdle.state.fl.us
12/12/2017	---	FDLE’s anticipated Answers to Vendor Questions via VBS
01/23/2018	2:30 PM	Vendor Replies Due: PART ONE (1) BAT Development and Administration and PART TWO (2) Computer Based Testing System
01/23/2018	3:00 PM	Public Meeting / Opening of Reply submissions: Office of General Services Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
02/20/2018	10:00 AM	Evaluation team <u>Public Meeting</u> / Dissemination of technical scores / Opening of Price submissions: PART ONE (1) BAT Development and Administration Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
02/20/2018	Immediately following Part One	Evaluation team <u>Public Meeting</u> / Dissemination of technical scores / Opening of Price submissions: PART TWO (2) Computer Based Testing System
02/26/2018	---	Anticipated Negotiation and Vendor Demonstration phase commences at: Florida Department of Law Enforcement 2331 Phillips Road ,Tallahassee, Florida 32308
04/13/2018	10:00 AM	PART ONE (1) BAT Development and Administration Intent to Award Recommendation <u>Public Meeting</u>: Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
04/13/2018	Immediately following Part One	PART TWO (2) Computer Based Testing System Intent to Award Recommendation <u>Public Meeting</u>
TBD	---	FDLE’s anticipated ITN Agency Decision / Intent to Award via State of Florida VBS

FDLE shall utilize the State of Florida, MyFloridaMarketPlace Vendor Bid System as the single resource for all Invitation to Negotiate Public Notice information in accordance with 28-102.001, F.A.C.

SECTION 3.0 – ITN Process

3.1 Solicitation Phase

This Invitation to Negotiate (ITN) is hereby advertised on the State of Florida VBS. To find the ITN or other related information, enter Agency “Department of Law Enforcement” and click on “Initiate Search” at the bottom of the web page. If unable to download the document(s), contact the FDLE Procurement Officer.

Section 120.57(3)(b), F.S., requires that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. Section 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under 120, F.S.”

A. Errors in ITN

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Respondent shall immediately notify FDLE in writing of the error. FDLE will address and resolve major problems by way of an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VBS.

If the ITN contains an error known to the Respondent or an error that reasonably should have been known, any response made without bringing the error to FDLE’s attention will be at the Respondent’s own risk. If the Respondent fails to notify FDLE of the error prior to submitting its Reply and is awarded a Contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

B. PUR 1001 – General Instructions to Respondents

http://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the FDLE. Instructions contained within this FDLE ITN supersede any General Instructions to Respondents otherwise duplicated herein.

C. Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf, may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following FDLE posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer named above. Violation of this provision may be grounds for rejecting a Reply.

D. Questions

Questions relevant to this ITN are invited and should be submitted in written form (e-mailed) utilizing the Question Submittal Form (Attachment A) to the Procurement Officer, and identified as to which section of the solicitation it is in reference to (Part One or Part Two). Vendors should not submit questions for Part One and Part Two on the same document. Questions must be received by the FDLE Procurement Officer on or before the date and time identified in the Schedule of Events (Section 2.0). FDLE recommends that Respondents confirm receipt of questions submitted.

Responses to all questions will be posted on the VBS in accordance with the Schedule of Events. The written response posted on the VBS is the **ONLY** official response. Oral responses that differ from the written responses must be considered invalid. **It is the responsibility of the Respondent to monitor the VBS, as no additional notification will be provided when responses to questions are posted.**

Public record requests submitted as part of a Question during the period identified above, as well as, identified/marked public record requests, will be answered as promptly as possible in the ordinary course of business, but will not necessarily be answered as part of the Question and Response process. Responses to public record requests will be furnished to the Respondent or other person making the request only.

E. Addenda

FDLE reserves the right to amend this ITN. Addenda or clarifications to this ITN will be posted on the VBS along with an Addenda Acknowledgement Form. The Addenda Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Vendor, dated, and submitted with the Reply. **It is the Vendor's responsibility to monitor the VBS for any solicitation notifications.**

F. MyFloridaMarketPlace Registration

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the on-line procurement system, shall register in the MFMP system, unless exempted under subsection 60A-1.030(3), F.A.C. Prior to entering into a Contract with FDLE; the selected Vendor must be registered with the MFMP [Vendor Information Portal](#). Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) FLA-EPRO {(866) 352-3776}. A Vendor not currently registered in the MFMP system and is noticed as the intended awardee shall register within three (3) days after posting of the intent to award.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Codes pertaining to this procurement:

- 43232500 Educational or reference software
- 80111718 Employee skill testing and assessment service
- 86141500 Educational guidance services

G. Florida Substitute Form W-9 Process

The State of Florida, Department of Financial Services (DFS) requires all Vendors that conduct business with the state, submit an electronic Substitute Form W-9. Responding Vendors shall utilize the [DFS Substitute Form W-9 Verification website](#) to submit their Substitute Form W-9 electronically at <https://flvendor.myfloridacfo.com>. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order for a Vendor to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com for additional assistance if required.

H. Vendor Diversity

The State of Florida is committed to supporting its diverse business industry and population by providing opportunity for minority, women, and veteran business enterprises in all its solicitations. Vendors are encouraged to contact the Department of Management Services (DMS), Office of Supplier Diversity (OSD) at (850) 487-0915 / osdhelp@dms.myflorida.com for information on becoming a Certified Business Enterprise (CBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CBE's is also available at <https://osd.dms.myflorida.com/directories>.

I. Subcontractors

The awarded Vendor will be allowed to subcontract for any of the services to be provided through the resulting Contract; however, each Vendor must obtain FDLE's prior written approval. The awarded Vendor will be the prime service provider and shall be responsible for all work performed and all Contract deliverables. Therefore, the proposed use of subcontracts should be included in the Vendor's Reply on Attachment B. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by FDLE.

FDLE supports diversity in its procurement program and requests that any or all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors may contact the DMS, Office of Supplier Diversity for additional information.

J. Scrutinized Company List

Pursuant to subsection 287.135 F.S., at the time a Respondent submits a Reply or before entering into a contract where the value exceeds \$1 million, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

Pursuant to subsection 287.135(3)(c) F.S., FDLE may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5) F.S., or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria during the term of the Contract.

Respondents must include the Attachment C to evidence this certification with their Reply.

K. Federal Excluded Parties List

A Respondent or subcontractor(s) that, at the time of bidding or submitting a Reply for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Reply for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

L. Conflict of Interest / Statement of No Involvement

Respondent, Contractors, subcontractors and individuals that have assisted in preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Respondent and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract. All Respondents submitting a Reply to this ITN, their subcontractors, and each party identified in a joint-venture Reply, should complete and execute Attachment D: Conflict of Interest Disclosure / Statement of No Involvement, and return with their Reply submittal.

M. Definition of Requirements

Within this ITN, the use of “shall” or “must” indicates a mandatory requirement or mandatory action. FDLE may consider failure to meet a mandatory requirement to be a material deficiency, in which case FDLE may reject the Reply and not consider it further, or FDLE may have the option to score that requirement with a zero (0).

The use of terms such as “should,” “may,” “would like,” “desires,” “prefers,” or “is interested in,” indicates a desired requirement. FDLE will not reject a Reply just because it fails to meet a desired requirement and may result in a lower score for that requirement.

N. Execution of Reply

Each original Reply must contain the signature of an authorized representative who can legally bind the Respondent in a contractual obligation. Each Reply should be typed.

Each Reply should provide a cover letter that identifies the submission as:

Part One (1): Basic Abilities Test Development and Administration

OR

Part Two (2): Computer Based Testing solution for State Officer Certification Exams

This cover letter should identify the Vendor, its address, telephone number, fax number, email address, and the name and title of the authorized representative submitting the Reply.

Two (2) or more firms may submit a joint Reply in response to this ITN. If a joint Reply is submitted, the Reply shall fully define the responsibilities that each firm is proposing to undertake. One of the firms submitting a joint Reply shall be designated as the primary firm and complete the FDLE Acknowledgement Form. All firms and their authorized representatives shall be identified in the cover letter, and authorized representatives of all firms shall sign the cover letter. Any Contract resulting from the joint Reply shall be signed by principals or officers of each firm. FDLE shall hold all firms jointly and severally responsible for carrying out all activities of the procurement process and the Contract.

O. Reply Submission Format

This section will provide instructions on Vendor Reply Submission Format. **Vendors are instructed to develop separate responses for each Part (One and Two) identified in this ITN. All requirements outlined in this ITN document are applicable to each Part (One and Two). Vendors electing to submit a response to both Part One and Part Two must do so by providing separate response documents for each Part. All elements outlined in the technical, administrative and price replies shall be within each for each Vendor Reply per Part, in separate packages as detailed below.**

Vendors may submit Replies for:

- Part One: Basic Abilities Test Development and Administration**
- OR**
- Part Two: Computer Based Testing solution for State Officer Certification Exams**

Vendor Replies to each Part must be submitted within two (2) separate sealed packages.

Part One: BAT Sealed Packages

- One package must contain the Original Technical Reply; Copies of the Technical Reply; and the Administrative Qualifications Documents (Section O.1 and O.2).
- One package must contain the Original Price reply (Section O.3).

Part Two: CBT for SOCE Sealed Packages

- One package must contain the Original Technical Reply; Copies of the Technical Reply; and the Administrative Qualifications Documents (Section O.1 and O.2).
- One package must contain the Original Price reply (Section O.3).

Sealed packages may be shipped / delivered in the same container if they are sealed separately. Packages shall be clearly labeled for which Part of the solicitation the vendor is responding to. For clarity, the Department requests that Vendors who submit a Reply to both Part One and Part Two, separate their submissions into separately sealed packages.

Replies must be delivered and received by the FDLE Office of General Services on or before the date and time specified in the Schedule of Events. FDLE Office of General Services is located at:

Florida Department of Law Enforcement
 2331 Phillips Road
 Tallahassee, FL 32308

It is strongly recommended that all Replies be either hand-delivered or sent by tracked delivery via UPS, FedEx or other courier to ensure timely delivery.

A Respondent choosing to hand deliver Replies must take into consideration that the FDLE building is a secured facility, and should allow sufficient time for obtaining admission through the security office.

“Delivery” means delivery at the correct building (2331 Phillips Road, Tallahassee, Florida 32308) on or before the required date and time. Replies delivered late or to the wrong location will not be considered.

Replies should be formatted as follows:

1. TECHNICAL REPLY SUBMISSION

Vendors should submit their Technical Reply to include:

- a. One (1) original paper/hard bound response.
- b. Four (4) copies paper/hard bound response.
- c. Five (5) electronic responses submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- d. Technical Replies must be separately packaged and sealed separately from the Price Reply. The original, copies and electronic submissions of the Technical Replies may be packaged together.
- e. Utilize 8.5” x 11” paper. If the Technical Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.
- f. One (1) REDACTED paper/hard bound response with accompanying CD, DVD-ROM or USB Drive as described in Section 3.1(S).
- g. Utilize individual section tabs as outlined below:

TECHNICAL REPLY SUBMISSION LAYOUT	
Tab 1	<p><u>REPLY COVER LETTER</u> Identity which Part (One or Two) this Technical Submission is in response to and Vendor principal respondent information.</p> <p><u>LIST OF SUBCONTRACTORS</u> (Attachment B) Include a summary of product or services to be provided for each subcontractor identified (if applicable).</p>
Tab 2	<p><u>CORPORATE CAPABILITIES</u></p> <p>1. Background: Include details of the firm’s size and resources. This background information should include date established, firm size, resources, ownership, total number of employees</p>

	<p>and total number of personnel engaged in activities relevant to this ITN.</p> <p>2. Relevant Experience: Respondent is to describe prior experience with project(s) involving the online delivery of clients' high stakes examinations similar to that described for the BAT / CBT respective portions of this ITN. Respondent shall include at least three (3), but no more than five (5) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years.</p> <p>3. References: Respondent must provide three (3) references for the projects identified in response to Relevant Experience (above). References must be listed on Attachment E, Respondent Reference Form and included in this section.</p>
Tab 3	<p><u>FUNCTIONAL REQUIREMENTS</u> Include a Reply to each criterion in Attachment F, Section 2.0. Respond to each criterion in this section by inserting narrative immediately below the text of each numbered section.</p> <p>Note: Use a font color or underline for narrative that is different than the ITN Functional Requirements.</p>
Tab 4	<p><u>NON-FUNCTIONAL REQUIREMENTS</u> Include a Reply to each criterion in Attachment F, Section 3.0. Respond to each criterion in this section by inserting narrative immediately below the text of each numbered section.</p> <p>Note: Use a font color or underline for narrative that is different than the ITN Non-Functional Requirements.</p>
Tab 5	<p><u>SECURITY REQUIREMENTS</u> Include a Reply to each criterion in Attachment F, Section 4.0. Respond to each criterion in this section by inserting narrative immediately below the text of each numbered section.</p> <p>Note: Use a font color or underline for narrative that is different than the ITN Security Requirements.</p>
Tab 6	<p><u>LICENSE AGREEMENTS</u> Include any licensing and software agreement terms and conditions that may be presented through the term of the Contract. The inclusion of such terms by the Vendor is subject to review and approval of FDLE. If there is a conflict between the Vendor generated licensing and/or software agreement terms and FDLE Terms and Conditions noted herein, FDLE Terms and Conditions incorporated into this solicitation will prevail.</p>

Failure of the Vendor to provide any information required in the Technical Reply portion of their Response may result in a score of zero for that element of the evaluation.

2. ADMINISTRATIVE QUALIFICATION DOCUMENTS SUBMISSION

Vendors should provide their Administrative Qualifications Documents as follows:

- a. One (1) original paper/hard bound response.
- b. One (1) electronic response submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- c. Utilize individual section tabs as outlined below:

ADMINISTRATIVE REPLY SUBMISSION LAYOUT

<p>Tab 1</p>	<p>Complete and submit the required Forms, below:</p> <ol style="list-style-type: none"> 1. Respondent’s Acknowledgement Form 2. Pass – Fail Requirements Form (Attachment G) 3. Certification of Drug-Free Workplace Program (Attachment H) 4. No Conflict of Interest / Statement of No Involvement Certification (Attachment D) 5. Addenda Acknowledgement Form (if applicable) 6. Scrutinized Companies Certification (Attachment C) 7. Any Additional Certifications (if applicable)
<p>Tab 2</p>	<p><u>DEPARTMENT OF STATE REGISTRATION</u> Submit a copy of registration with the Department of State which authorizes the Vendor to conduct business in the State of Florida.</p> <p><u>CERTIFICATIONS AND OTHER REQUIRED DOCUMENTATION</u> In the event that the evaluation results in identical evaluations of replies, FDLE will select a Respondent based on the criteria identified in rule 60A-1.011, F.A.C. If the following documents do not apply to your company, Respondent may leave blank. Otherwise, provide the following documentation, if applicable:</p> <ol style="list-style-type: none"> 1. Certification of Minority Business 2. Certification of Wartime or Service Disabled Veteran <p><u>PRINCIPAL PLACE OF BUSINESS</u> If the Respondent’s principal place of business is in Florida, provide a statement to that effect on the In State Preference Form (Attachment I).</p> <p><u>Evidence of MYFLORIDAMARKETPLACE registration and completion of an electronic Substitute Form W-9.</u></p>
<p>Tab 3</p>	<p><u>PROOF OF CREDIT</u></p> <p>Submit a letter, signed on or after, from a surety company or bonding agent authorized to conduct business in the State of Florida and written on company letterhead, which documents the Respondent’s present ability to obtain a performance bond for the Contract pursuant to Section 5.4 of this ITN. The letter must refer specifically to this ITN and the State of Florida. Failure by the Respondent to provide this letter with its Reply will be considered material and will result in the Reply being nonresponsive.</p> <p><u>LITIGATION</u></p> <p>Vendors are required to list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Vendor or that could materially affect the Vendor’s ability to service FDLE. In addition, the Vendor must describe any administrative or civil litigation involving the Vendor and any State or Federal entity in the last three (3) years.</p>

3. SEALED PRICE REPLY SUBMISSION

- a. One (1) original paper/hard bound response
- b. One (1) electronic response submitted in CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard bound submittal.
- c. The price provided shall include the cost of all things necessary to accomplish the services outlined in Statement of Work, Attachment F, and the Vendor's response hereto, including, but not limited to, the Vendor furnishing the BAT Development and Administration – OR – CBT SOCE; MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Vendor to provide a price on Attachment J may result in the Reply being deemed non-responsive and therefore, the Reply may be rejected. Footnotes, notations, and exceptions made to Attachment J may not be considered.

P. Reply Opening

The Reply opening will be held at the time, date and location specified in the Schedule of Events.

The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer. Any person with a qualified disability shall not be denied equal access and effective communication regarding any documents or attendance at any related meeting or Reply opening.

The contents of Reply submissions are not public records subject to provisions of section 119.07(1), F.S., until the Agency posts a Notice of Intended Agency Decision, or thirty (30) days after opening the final competitive Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

Q. Cost of Preparing a Vendor Reply

FDLE is not liable for any costs incurred by a Vendor in responding to this ITN including but not limited to: site visits, presentations, conferences, copying, travel, etc. All costs associated with a Reply to this ITN will be the responsibility of the Vendor.

R. Reply as Part of the Contract

This ITN, the successful Vendor's Reply and Vendor's Best and Final Offer received (if applicable) will be incorporated into the Contract.

S. Vendor's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to FDLE which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked “EXEMPT”, “confidential” or “trade secret” unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Vendors are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. FDLE will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), F.S., or Section 688.002, F.S., where identified as such in the Reply, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Responding Vendor acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by FDLE.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

FDLE takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Vendor considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Vendor must also provide FDLE with a separate Redacted Copy of its Reply, in hard copy and on a CD, DVD-ROM or USB flash drive, at the time of Reply submission in accordance with Section O (1) of this ITN.

This Redacted Copy should contain FDLE’s solicitation name, number, and the name of the Responding Vendor on the cover, and should be clearly titled “**Redacted Copy**.” The Redacted Copy must be provided to FDLE at the same time the Vendor submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS REPLY AS DESCRIBED HEREIN, FDLE IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR IN ANSWER TO A PUBLIC RECORDS REQUEST.

THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

T. Withdrawal of Reply

Replies submitted on or before the Reply due date may be withdrawn, amended or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Respondent at the Respondent’s expense.

U. Firm Response

Vendor submitted Replies (including the BAFO) shall remain firm and valid until a contract is fully execute.

V. Vendor Generated Terms and Conditions

FDLE anticipates addressing any Vendor generated terms and condition concerns not otherwise included in the Vendor Question and FDLE’s Response, during the Contract Negotiation process as necessary. Vendors shall submit Vendor licensing and software agreement terms and conditions as

instructed in Section O (1) (Tab 6) only. Vendors shall not submit additions, objections or modifications with their Reply submission. Vendor additions, objections or modifications will be considered with Vendor(s) selected for negotiations.

No oral agreements or representations shall be valid or binding upon FDLE or the Vendor unless expressly contained herein or by a written addendum to this ITN, inclusion or amendment to the resulting Contract.

W. Reserved Rights

FDLE reserves the right to:

1. Amend this ITN.
2. Waive minor irregularities in submitted Replies.
3. Conduct a Reply Clarification Process to cure deficiencies not directly related to Technical Specifications of the ITN.
4. Accept or Reject any or all Replies received in whole or for a specific Part.
5. Re-Solicit for new Replies.
6. Abandon the need for such commodities and services.
7. Request additional information to assess a Respondent's capabilities.
8. Negotiate with one or more Respondents, either sequentially or concurrently, or not negotiate at all.
9. Request additional Best and Final Offers (BAFOs), if in the State's best interest.
10. Award a contract to a single vendor for Part One and Part Two.
11. Award a contract to separate vendors for Part One and Part Two.
12. Exercise all, part, or none of the renewal options.

3.2 Technical Reply Administrative Review

A. Non-Responsive Replies

Each Vendor shall submit a Reply that meets all material requirements of this ITN. FDLE reserves the right to determine whether the Reply meets the material requirements as outlined in the ITN solicitation. Material requirements of this ITN are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. FDLE seeks to maximize competition and reserves the right to seek clarification from responding Vendors to obtain non-material information to complete a responsiveness review. Failure of a Vendor to provide required information may cause a Vendor to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

1. fail to utilize, complete, and/or submit the mandatory prescribed forms;
2. fail to answer yes to each of the Pass / Fail Requirements (Attachment G);
3. include terms and conditions contrary to the requirements of this solicitation;
4. do not contain authorized signatures;
5. contain Technical or Reply information contrary to those outlined in this ITN; and
6. are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, AT FDLE'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY FDLE AND CAN BE EASILY AND QUICKLY REMEDIED.

B. Minor Irregularities

FDLE reserves the right to wave minor irregularities in a Reply. A minor irregularity is a variation of a technical nature to this ITN which does not affect the price of the Reply or give the Vendors a substantial or unfair advantage over other Vendors. At its sole discretion, FDLE may request a Vendor to provide clarifying information or additional materials to correct a minor irregularity. However, FDLE will not request, and the Vendor shall not provide, additional materials that affect the price of the Reply or give the Vendor an advantage or benefit not provided to all responding Vendors.

C. Clarification Requests (CR)

Throughout the solicitation process, FDLE may request clarification(s) of uncertainties, or to eliminate confusion concerning the contents of a Reply, or ambiguous or inconsistent information in submitted Replies, using the following process:

If FDLE detects an ambiguity or inconsistency within a Reply, the FDLE Procurement Officer or designee will request clarification utilizing a CR describing the ambiguity or inconsistency.

Respondents are cautioned that FDLE will not generate a CR for an omission, even of a mandatory topic or mandatory requirement. FDLE may reject a Reply that omits a mandatory topic or requirement or may score with zero (0) points.

The FDLE Procurement Officer or designee will coordinate with Respondents a time for responses to all CRs to be submitted.

Within twenty-four (24) hours, unless another timeframe is authorized by the FDLE Procurement Officer or designee, of the conclusion of the conference call, meeting or written request by which the CR is communicated, the Respondent shall send to the FDLE Procurement Officer or designee (by e-mail) the written Clarification Request Responses (CRR) with a letter binding the Respondent to the contents of the CRR and signed by an individual authorized to bind the Respondent. The Respondent should confirm receipt of the CRR by FDLE. FDLE will ignore oral discussions, and any written material that does not respond directly to a CR. FDLE will use the written CRR to update the Respondent's Reply. An unresolved CR may result in an Evaluator scoring a Respondent's Reply lower.

FDLE will not generate a Clarification Request for omissions in the Reply; THEREFORE DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY DEFICIENCIES.

Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore Respondents should not submit information that does not respond directly to a CR in the written CRR. If a Respondent does submit new information that does not directly respond to the CR, FDLE will not evaluate it. Clarifications may not result in a material or substantive change to the Respondent's Reply.

D. Disqualification for Non-Responsibility

FDLE reserves the right to utilize sources other than those identified by the Vendor to obtain additional information regarding the prospective vendor's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Vendor is a Responsible Vendor. FDLE will reject the Reply submitted by any Vendor deemed not to be a Responsible Vendor.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Vendor is not a Responsible Vendor include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; bid or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

E. Less than Two Responsive Replies

In the event that FDLE receives less than two (2) Responsive Replies per Part (One or Two), FDLE may negotiate the best terms and conditions with the single Responsive Vendor for that Part.

F. Reply Qualification Process

1. Initial Review

The Department will conduct an Initial Review to determine Responsiveness. The Department will verify that the Respondent's Reply is submitted in accordance with Section 3.1 (O) and contains all required documents and files.

2. Pass / Fail Requirements

Respondents will be required to answer all Pass / Fail Requirements questions in Attachment G. All Pass / Fail Requirements questions must be completed and answered "yes" for the Respondent to be eligible to proceed to the Technical Reply Evaluation. After this determination, the Department will conduct an evaluation of the Technical Responses.

3.3 Evaluation Process

Reply scoring, as described in this section, is designed to determine which Reply or Replies offers the best apparent solution and greatest overall benefits to the state. FDLE will combine the points for the Technical Reply Evaluation and Price Reply to determine the total score for each eligible Reply.

A weighted scoring system will be used in the evaluation of Technical and Price Reply as described below.

Part One – Basic Abilities Test Evaluation Criteria	Maximum Points Available
1. Technical Response	590
Corporate Capabilities	30
Functional Requirements	300
Non-functional Requirements	60
Security	200
2. Price Reply	200
Total Possible Points for Vendor Reply	790

Part Two – Computer Based Testing for SOCE Evaluation Criteria	Maximum Points Available
1. Technical Response	880
Corporate Capabilities	30
Functional Requirements	520
Non-Functional Requirements	130
Security	200
2. Price Reply	150
Total Possible Points for Vendor Reply	1030

A. Reply Evaluation Process

FDLE’s Evaluation Team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Replies received in response to this ITN.

Vendors are responsible for thoroughly reviewing all of the ITN requirements to ensure that their Reply and proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

B. Technical Reply Evaluation

Replies will be evaluated using the criteria set forth in this section.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Vendor to carefully follow the ITN organization and contents specified for Replies in Section 3.1. FDLE will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a Clarification Request, FDLE will not allow or evaluate any information that does not respond directly to the Clarification Request.

Evaluation Team members will independently assign a 0 – 10 score, using no fractions or decimals, for responses to requirements specified in FDLE’s Statement of Work (Attachment F) and other information specified in the ITN Section, Technical Reply.

The scoring table in this section provides the guidelines to be used by Evaluation Team members when assigning scores.

SCORING TABLE	
Description	Scoring Scale (whole numbers)
The Reply for this criterion demonstrates and/or indicates extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not find any significant limitations or concerns.	Superior 10 or 9
The Reply for this criterion demonstrates and/or indicates clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator found only minor limitations or concerns.	Good 8 or 7
The Reply for this criterion demonstrates and/or indicates a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of sufficient experience in some areas. The Evaluator found notable limitations or concerns.	Fair 6 or 5
The Reply for this criterion demonstrates and/or indicates a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator found serious flaws and concerns.	Poor 4 or 3
The Reply for this criterion demonstrates and/or indicates a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience.	Insufficient 2 or 1
The Reply for this criterion was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable or not addressed at all.	Fail 0

3.4 Price Reply

Respondents will submit separately sealed Price Replies for Part One and Part Two.

The Department will take the following steps upon opening Vendor Price Replies.

- A. Confirm that the Reply includes a Fixed Price.
- B. Confirm that the Reply is submitted using the Department’s Price Reply Sheet (Attachment J)
- C. Confirm that prices are clear and unambiguous.
- D. Check the arithmetic in the Price Reply and conduct a Clarification Request for any computational or transfer errors noted.
- E. Confirm that the Vendor has not submitted any Technical Reply information, Vendor assumptions, changes or additional terms and conditions.

1. The maximum available points available per part (see Section 3.3), will be awarded to the Vendor with the lowest Price Reply for the Average Total Exam Price including renewal year options.
2. The remaining Replies from all other Vendor's will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:

$$(M \times L) / A = P$$

M = Maximum Points Available for the Price Reply

L = Lowest responsive Price Reply

A = Actual Price Reply for each of the other responding Vendors

P = Points Awarded to each of the other responding Vendors

3. Price Replies may be amended through negotiation and become part of the resulting Contract.

3.5 Negotiation Process

Negotiation, as described in this Section, is designed to determine which Vendor and Reply will provide the greatest overall benefits to the State.

A. Vendor(s) Selected for Negotiations

In an effort to comply with the legislative intent of Chapter 287, F.S., to increase competition and award contracts equitably and economically, FDLE may use Vendor Total Reply Scores to rank and identify the natural break, if applicable, in the scoring of all Replies. This natural break in scoring may be helpful in identifying the top scoring Replies.

For example: Assume a maximum Reply points total a score of 500 and the evaluation of five (5) Vendor Replies:

Reply 1: Awarded 490 points
 Reply 2: Awarded 480 points
 Reply 3: Awarded 475 points
 Reply 4: Awarded 300 points
 Reply 5: Awarded 290 points

In this example, the natural break would occur between Replies 3 and 4.

FDLE may begin negotiations with the Vendor or Vendors who are ranked above the natural break per Part. The order in which negotiations with the Vendor(s) commence will be determined according to the best interest of FDLE. FDLE reserves the right to negotiate with one, more, or none of the Vendor(s), regardless of the order in which the Vendor is ranked or negotiations commence. Should FDLE be unable to negotiate a satisfactory Contract with any of the Vendors(s) scored above the natural break, negotiations may continue with any or all other Vendors, if any, submitting responsive Replies.

Negotiations may continue until an agreement is reached or all Replies for that Part are rejected.

B. Negotiation Sessions

FDLE's Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the greatest overall benefit to the State.

All Negotiation Sessions resulting from this ITN will be conducted in Tallahassee, Florida. FDLE prefers to conduct all negotiations face-to-face; however, depending on the negotiation topics, FDLE may consent to utilize other available means, such as conference calls or email, to conduct meetings.

The participating Vendor shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Vendor. It is the Vendor's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation meetings.

During negotiations, Vendor(s) may propose alternate system capabilities or services that reflect the Vendor's optimal performance methodology while still complying with the other requirements of the ITN. FDLE may request changes to proposed solutions. Additionally, FDLE may consider Optional Commodities and Services offered in Vendors' Replies; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Vendors will be provided an opportunity to submit any proposed Vendor Service Level Agreements, terms and conditions, or changes or concerns regarding the FDLE Contract Document during negotiations, provided the term or condition at issue is negotiable.

Before award, FDLE reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If FDLE is unable to reach an agreement with a Vendor on contractual issues or other issues, FDLE may eliminate the Vendor from further consideration.

C. Vendor Demonstrations

Vendors selected for Negotiations may be required to conduct a demonstration of its proposed solution, software, system, and/or services to FDLE as specified in Section 2.0, Schedule of Events. The purpose of this evaluation activity is to provide substantiating information and demonstrated performance to support the Reply content. No part of the demonstrations will serve to relieve the Vendor of any quality or operation performance requirements as required under the resulting Contract.

D. Best and Final Offer (BAFO)

The Negotiation Committee may request a BAFO from one or more Vendors with which negotiations were conducted. Based upon the negotiation process, the BAFO may contain:

1. A revised Scope of Work;
2. Negotiated terms and conditions to be included in final contract; and

3. A final Price Reply.

The Vendor's BAFO shall clearly identify all changes to the Vendor's originally submitted Reply, including any changes agreed to during negotiations. These changes should include but are not limited to: Reply Page Replacements by page and section with updates clearly marked; any negotiated terms and conditions including Vendor Service Level Agreements; and a final Price Reply.

The score from the Evaluation Phase may not carry over into the BAFO review and the Negotiation Team may not be bound by those scores. The Negotiation Team will develop a recommendation that identifies the award that will provide the best value to the state.

FDLE reserves the right to request additional BAFOs; reject submitted BAFOs; continue negotiations; and/or move to the next Vendor, as determined to be in the best interest of the State.

The contents of BAFO submissions are not public records subject to the provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Intended Agency Decision, or until thirty (30) days after opening the final Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

E. Financial Evaluation

FDLE may request financial information from the Vendor(s) it enters into Negotiations with. Vendors should not submit financial information with their Replies.

Vendors may be required to submit audited financial statements in conformity with accounting principles generally accepted in the United State of America (GAAP) for the last two (years), as well as communications received in accordance with AU-C Section 260 *The Auditor's Communication With Those Charged with Governance* and AU-C Section 265 *Communicating Internal Control Related Matters Identified in an Audit*. It is the intent of FDLE to evaluate financial documentation to be able to satisfy itself that the Vendor is financially capable of providing all commodities and services outlined in this ITN and that organization changes affecting the Vendor shall not impede such assessment. Audited financial statements must be submitted in accordance with FDLE's guidelines/requirements. If financial statement audits were not performed vendors may be required to submit reviewed financial statements in accordance with GAAP. FDLE will provide submission guidance and requirements to the applicable Vendor(s).

During the course of this solicitation and resulting Contract, if a Vendor is instructed to provide financial information, any new financial statements that become available should be submitted immediately upon issuance.

END OF SECTION

SECTION 4.0 – AWARD PROCESS

4.1 Contract Award

The Negotiation Committee will select which Response(s) to submit for Contract recommendation. The FDLE will make a final determination as to which Response(s) constitute the greatest overall value to the State based upon the requirements set forth in this ITN.

Part One and Part Two of this ITN shall be awarded separately. A Vendor who has submitted a Reply to both Part One and Part Two is not guaranteed an award for both Parts or either Part. A vendor who has submitted a Reply for only a single Part is not guaranteed an award for that Part.

4.2 Notice of Agency Decision

At the conclusion of Negotiations, FDLE will post a Notice of Intended Agency Decision on the VBS for seventy-two (72) hours. It is the responsibility of Respondents to monitor the VBS web site, as no additional notifications will be provided.

Successful negotiations and a Notice of Agency Decision do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.

4.3 Protest and Protest Filing

Any Respondent or person who is adversely affected by the agency decision, who desires to protest a decision, intended decision, or recommended award, must file the intent to protest documents as follows:

- A.** Hand deliver or Address to:
 - Florida Department of Law Enforcement
 - Agency Clerk, Office of General Counsel
 - 2331 Phillips Road
 - Tallahassee, Florida 32308
- B.** Provide a written notice of intent to protest within seventy-two (72) hours (3 business days) after posting of the recommended award on the VBS.
- C.** File a formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.

As required by section 287.042(2)(c), F.S., any person who files an action protesting a, decision, intended decision, or recommended award, pursuant to section 120.57(3), Florida Statutes, shall post with FDLE at the time of filing the formal written protest, a bond payable to FDLE in an amount equal to one percent (1%) of the contract price submitted by the Respondent. In lieu of a bond, FDLE may accept a cashier's check or money order in the amount of the bond.

The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

END OF SECTION

SECTION 5.0 – ADDITIONAL CONTRACT CONDITIONS

5.1 Standard Contract Provisions

A draft Contract is provided as Attachment K. Respondent should scrutinize the Draft Contract provided. Respondent(s) selected for negotiations will be provided an opportunity to discuss additions, deletions, objections, or modifications to this Contract as allowed by Florida law. FDLE reserves the right to add, delete, or modify Contract terms and conditions during contract negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

NOTE: Respondents **should not** submit additions, objections, or modifications with their Reply submission. This will only be considered with Respondent(s) selected for negotiations.

5.2 Contract Approval

This ITN does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDLE agency head or approved designee. Upon written notice to the Contractor, FDLE may set a different starting date, from the date last signed for the Contract. FDLE will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties, whichever is later.

From the date of receiving the final Contract, the successful Respondent shall have ten business days to execute and return the Contract as tendered to it by FDLE (10 business days from the date it was delivered to the successful Respondent by FDLE). FDLE reserves the right to withdraw the tendered Contract and resume negotiations with another responsive Respondent after the tenth day.

5.3 Reply as Part of the Contract

This ITN, the successful Respondent's Reply including the BAFO (if applicable), may be incorporated into the Contract.

5.4 Performance Bond

The successful Vendor shall be required to post an appropriate performance bond or other security acceptable to FDLE prior to the execution of the Contract. The amount required is \$500,000. The performance bond or other security shall be conducted on the full, faithful, and timely performance by the Contractor of all contractual duties and responsibilities.

The Performance Bond must be maintained throughout the Contract term and for any renewals or extensions. It may be renewed annually or on another schedule; however, in such case the Contractor must provide proof of renewal to the FDLE no later than thirty (30) days prior to lapse of coverage.

A Letter of Credit may be submitted in lieu of a performance bond only when issued by a financial institution organized under the laws of Florida. A Letter of Credit issued by an out of state bank will not be accepted.

5.5 System and Proprietary Software License

The successful vendor (Contractor) shall grant or obtain in the name of the State a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license shall not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the State. Notwithstanding the foregoing, the State acknowledges that its use of “software as a service” (SAAS) or “commercial off-the-shelf (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder, is subject to the terms, conditions, use limitations and license terms contained in the SAAS or COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the State. The State acknowledges that the terms of such licensing agreements may differ from the foregoing provision. The documentation that the contractor must furnish shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the Software.

The contractor shall deliver to the State three (3) copies of the documentation. The State shall have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the System which will be delivered under this contract as the State deems necessary. The State acknowledges that SAAS or COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the State hereby agrees to comply.

Any copies of the Software and documentation which the State acquires pursuant to the contract shall bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract.

5.6 No Offshoring Affidavit

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States. State of Florida Data includes the representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that are exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. §§ 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), or the regulations promulgated thereunder; or section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

Prior to Contract Execution, the awarded Contractor must complete the No Offshoring Affidavit (Appendix A). By affixing of signature to the Affidavit, the Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department.

5.7 Contract Order of Precedence

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

- A. FDLE Contract Document with Standard Terms and Conditions (Attachment K);
- B. Contractor Best and Final Offer;
- C. Any Addenda to the ITN;
- D. Original ITN Statement of Work (Attachment F);
- E. ITN Additional Contract Conditions;
- F. State of Florida General Conditions (PUR 1000);
- G. State of Florida General Instructions to Vendors (PUR 1001);
- H. Contractor Original Reply to the ITN.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Reply, may result in rejection of a Reply.

5.8 Contract Execution

The successful Vendor shall execute and return the Contract within the prescribed business days from the date it was delivered to the successful Vendor by FDLE. FDLE reserves the right to withdraw the Contract and resume negotiations with another responsive Vendor if after the prescribed business days an executed Contract is not received.

END OF SECTION

SECTION 6.0 – ATTACHMENTS

Attachment A – Question Submittal Form

Attachment B – List of Subcontractors

Attachment C – Scrutinized Companies Certification

Attachment D – Conflict of Interest No Involvement

Attachment E – Respondent Reference Form

Attachment F – Statement of Work

Attachment G – Pass–Fail Requirements

Attachment H – Certification of Drug-Free Workplace Program

Attachment I – State Preference Form

Attachment J – Price Reply

Attachment K – FDLE Contract Document with Standard Terms and Conditions

- ... Appendix A – Affidavit of No Offshoring
- ... Appendix B – Risk Register Template
- ... Appendix C – Project Status Report Template
- ... Appendix D – Deliverable Acceptance Form
- ... Appendix E – Project Change Request Form

Attachment L – Current CBT SOCE Test Sites

ATTACHMENT A

QUESTION SUBMITTAL FORM

Each Respondent should submit its question in this format provided. Questions shall be submitted in accordance with the instructions provided in Section 3.1(D) of this ITN. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: _____

Part (1 or 2): _____

Question Number	ITN Section Number	ITN Page Number	Question/Comment
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

[Add rows and/ or duplicate as necessary.]

**ATTACHMENT B
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event that no subcontractor will be used, this form shall be returned indicating “No Subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT C

Scrutinized Companies Certification

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Pursuant to subsection 287.135 Florida Statutes, at the time a Respondent submits a Reply or before entering into a contract where the value exceeds \$1 million, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not is not participating in a boycott of Israel, it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
(Authorized Signature)

Print Name and Title: _____

Date: _____

ATTACHMENT D

CONFLICT OF INTEREST / STATEMENT OF NO INVOLVEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of FDLE, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of previous employee of FDLE who has received or will receive compensation of any kind to seek to influence the actions of FDLE in connection with this procurement.

1. The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

2. The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

3. The following previous employee(s) of FDLE have sought to influence FDLE in this procurement on behalf of the Respondent:

Each Respondent must further attest that pursuant to subsection 287.057 F.S., no member of this firm, nor any person having an interest in this firm, has been involved with the Florida Department of Law Enforcement to assist in:

1. Developing this Invitation to Negotiation;
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate; and/or
3. The evaluation of Replies for commodities or services contained in this Invitation to Negotiate.

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

ATTACHMENT E

RESPONDENT REFERENCE FORM

Respondent Company Name: _____

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: _____

Contract Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2. Name of Customer/Agency: _____

Contract Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3. Name of Customer/Agency: _____

Contract Person: _____

Phone Number: _____

Address: _____

Email Address: _____

ATTACHMENT F

STATEMENT OF WORK

Chapter 943.17, F.S., requires that individuals pass a Basic Abilities Test (BAT) prior to admission into a criminal justice basic recruit training program. Similarly, chapter 943.1397, F.S., requires all candidates to pass a State Officer Certification Examination (SOCE) to be eligible for certification as a criminal justice officer in the State of Florida. The FDLE Professionalism Program is charged with providing these two (2) exams for the State of Florida.

The Department has determined the best approach to fulfill both of these services is through a single ITN procurement process. Although both services will be advertised through this solicitation, each component will be clearly labeled with a header as Part One - BAT Development and Administration or Part Two - Computer Based Testing System. Respondents will have the option of responding to either or both Parts. Therefore, it is possible that one (1) or two (2) vendors will be awarded a contract.

SECTION 1.0 – SCOPE

Part One – BAT Development and Administration

The BAT is a cognitive abilities test instrument(s) that measures the abilities appropriate to Florida's entry-level officers for the Corrections and Law Enforcement disciplines. Approximately 20,000 BATs are administered annually throughout Florida. Since 2001, the BAT has been developed and administered by multiple authorized independent vendors. FDLE has determined the need to utilize a single vendor for both the development and administration of the BAT. Section 943.17 F.S., requires the use of a Job Task Analysis (JTA) as the basis for the development of basic recruit training curricula. Using FDLE's Corrections and Law Enforcement JTAs, the selected vendor will provide and maintain two (2) test instruments that appropriately measure entry-level basic abilities for the occupation. The abilities to be measured are: Written Comprehension, Written Expression, Number Facility, Deductive Reasoning, Inductive Reasoning, and Memorization.

The Vendor will be responsible for independently validating the test instrument(s) to Florida's officer population. The tests must be in accordance with testing industry standards, specifically, the *Uniform Guidelines on Employment Selection Procedures* (<https://www.gpo.gov/fdsys/pkg/CFR-2016-title29-vol4/xml/CFR-2016-title29-vol4-part1607.xml>), *Standards for Educational and Psychological Testing* (<http://www.apa.org/science/programs/testing/standards.aspx>), the *Principles for Validation and Use of Personnel Selection Procedures* (<http://www.siop.org/principles/principles.pdf>), current case law, and all applicable Federal and State testing guidelines. One (1) BAT will be provided for Corrections, and the other BAT will be provided for Law Enforcement. Effective August 2019, these BATs will be the only testing instruments accepted throughout the State of Florida for entrance into the Corrections and Law Enforcement Basic Recruit Training Programs.

The Successful vendor will have an ongoing responsibility during the life of the resulting Contract to ensure that FDLE is at all times supplied with a BAT which is fully compliant with all applicable laws and regulations. The successful vendor assumes all liabilities against any and all legal challenges, including but not limited to those or reviews regarding test development, validity, adverse impact, disparate impact and challenges or review pertaining to other testing services provided. It will be the sole responsibility of the successful vendor to defend any and all legal challenges against the BAT, and promptly comply with any court orders concerning its BAT.

Any BAT which is developed specifically as a result of this solicitation will not be considered a Vendor's intellectual property and will be available to the FDLE for use post contract termination. Vendors who propose a BAT which is currently utilized either in the State of Florida or other government agency must meet all State of Florida requirements as identified herein. If the Contract is terminated prior to the expiration date, FDLE will be provided the authority to utilize the BAT either developed or utilized as a result of this solicitation post contract termination for a period of six (6) months.

The FDLE shall have exclusive ownership of any examinee data entered into the system as a result of this ITN, and any information derived from such data. Such data may include, but is not limited to, examinee information, exam results and statistics. The Vendor will be expressly prohibited from using, modifying, or disclosing any of the FDLE's data, including derived data, unless further defined in the resulting Contract.

NOTE: For the purpose of this solicitation, the separate examinations for Corrections and Law Enforcement shall be singularly referenced as the BAT. Any reference to the BAT shall incorporate both exams and all related activities for development, implementation and administration for each.

Part Two – Computer Based Testing System

Since 1993, the SOCE has been administered between 8,000-9,000 times annually throughout Florida. The SOCE is a knowledge based exam measuring candidates' comprehension of basic criminal justice principles. FDLE develops and administers SOCEs for three (3) criminal justice certifications: Corrections, Correctional Probation, and Law Enforcement. Occasionally, there may also be two (2) discrete SOCE versions in a given discipline. Several improvements have been made to the examination process since the inception of the SOCE. In 2014, FDLE converted the process from centralized paper based exam events to an on-demand computer based testing process. With the current contract expiring in February 2019, FDLE is now seeking a vendor to again deploy the SOCE on a highly qualified computer based testing system that meets all functional, technical, and security requirements specified by FDLE. The SOCE for the State of Florida is the intellectual property of the FDLE.

The FDLE shall have exclusive ownership of any data entered into the system as a result of this ITN, and any information derived from such data. Such data may include, but is not limited to, exam items, examinee information, exam results and statistics. The Vendor will be expressly prohibited from using, modifying, or disclosing any of the FDLE's data, including derived data, unless further defined in the resulting Contract.

NOTE: For the purpose of this solicitation, the separate examinations for Corrections, Correctional Probation and Law Enforcement certification shall be singularly referenced as the CBT SOCE. Any reference to the CBT and/or CBT SOCE shall incorporate all three (3) exams and activities for the implementation and administration for each.

1.1. EXAMINATION PROCESS

A. EXAM REGISTRATION AND ELIGIBILITY

Part One – BAT Development and Administration

Applicants wishing to enter a law enforcement or corrections basic recruit training program must first pass a basic abilities test. Since there are no eligibility requirements, applicants do not have to first be authorized to take the BAT; however, candidates are limited to three (3) attempts per discipline in a rolling twelve (12) month period.

Part Two – Computer Based Testing System

FDLE's SOCE process begins with candidates' exam eligibility. To be eligible for the SOCE, candidates must either successfully complete a basic recruit training program approved by the Florida Criminal Justice Standards and Training Commission (CJSTC) or obtain a waiver from such a program and demonstrate proficiency in high liability topics. Once candidates have completed their training, they must pass the SOCE within four (4) years of their training start date. Candidates who obtain waivers from the basic recruit training must pass the SOCE within one (1) year of being notified of their waiver.

All candidates must register for exams based on eligibility requirements provided by FDLE. Since candidates may not select a particular test date or examination site upon registration, they may become ineligible between the

registration and the test event. In such cases, the CBT system must prevent candidates from taking the exam (see functionality requirements).

The FDLE Automated Training Management System (ATMS) maintains the student's examination eligibility information. The CBT must integrate with the ATMS to verify examinee SOCE eligibility and test type.

B. EXAM ADMINISTRATION

Part One – BAT Development and Administration

The administration of the BAT must be in the form of computer based testing. Delivery of the BAT will be restricted to entities in the State of Florida, engaged in assessment, training, or employment of criminal justice officers, educational institutions, workforce development organizations, and to vendor owned locations that specialize in the delivery of high stakes examinations. The vendor will be responsible for contracting with these agencies for use of their test sites. Any test site delivering the BAT must be approved by FDLE.

The vendor should provide test site locations in a manner such that no county (among the 67 counties in Florida) is more than 50 miles away from the nearest testing site. To clarify, a test site is not required in each of the 67 counties of Florida; however, no county should be more than 50 miles away from the nearest testing site.

The vendor will provide the BAT for each Business Day, at a minimum of ten (10) test site locations within the State.

The BAT will require verified proctor presence.

Vendors will accommodate candidates who may be eligible under the Americans with Disabilities Act (ADA). Such accommodations will be determined and approved by the Vendor. Test sites are only allowed to offer accommodations that will not compromise the integrity of the test.

Part Two – Computer Based Testing System

FDLE will restrict the delivery of the SOCE to criminal justice training centers certified by the CJSTC, or to their parent organization, and to vendor owned locations that specialize in the delivery of high stakes examinations within the State of Florida. Any test site delivering the SOCE must be in contract with or contractually authorized by FDLE. FDLE will inspect, verify and may enter into contracts with test sites that are not owned or managed by the Vendor. The Vendor will be required to execute a separate contract with the test site location (if applicable). FDLE reserves the right to inspect and verify Vendor owned or managed test sites.

To be eligible to administer the SOCE, the Test Site must be:

- Directly affiliated with the Commission approved criminal justice training center or its parent organization; and
- A test center exclusively dedicated to the administration of academic and/or professional certification or licensure examinations; or
- A computer lab located at a Commission approved criminal justice training center; or
- A computer lab retained through a contractual agreement by a Commission approved criminal justice training center for the express purpose of administering the SOCE.

For convenience, FDLE is providing a current list of contracted FDLE CBT SOCE test sites (Attachment L).

The vendor should provide test site locations in a manner such that no county (among the 67 counties in Florida) is more than 50 miles away from the nearest testing site. To clarify, a test site is not required in each of the 67 counties of Florida; however, no county should be further than 50 miles away from the nearest testing site.

The vendor will provide the SOCE on each Business Day during established Business Hours, at a minimum of ten (10) test site locations within the State.

The SOCE will require verified proctor presence.

FDLE will accommodate candidates eligible under the ADA. Requests for ADA accommodations for the SOCE will be facilitated by the FDLE. Exam sites are allowed to offer private testing areas and other accommodations that will not compromise the integrity of the test.

C. EXAM RESULTS

Part One – BAT Development and Administration

All BAT grade reports will contain the wording “unofficial” and an overall pass/fail determination only. Although numeric scores (total and subsection scores) will not be permitted on the unofficial grade report, the vendor will be allowed to provide a graphic representation of subsection performance as diagnostic feedback. This provision will be subject to the technological capacity of the BAT vendor to create such feedback.

Results from test events will be transmitted to FDLE’s ATMS. The vendor must be able to provide BAT exam results when exams are completed via Application Programming Interface (API) automatically, in as close to real-time as possible. Information provided to ATMS is confidential and must be delivered via secure channel.

Part Two – Computer Based Testing System

Upon finishing the SOCE, candidates will not see their results on screen. Rather, test site staff will print and offer candidates an unofficial grade report outside of the testing room. The SOCE grade reports will display, at a minimum, the candidate’s name, examination result, raw score, percent score, name of the examination, examination date, and test site location. In addition, SOCE grade reports for failing candidates will include feedback on performance in each content area. Feedback on content areas may be offered as percent correct, list of areas with scores below 80 percent, or other format when approved by the Department.

Results from test events will be transmitted to FDLE’s ATMS. The vendor must be able to provide SOCE exam results when exams are completed via API automatically, in as close to real-time as possible. Information provided to ATMS is confidential and must be delivered via secure channel.

D. EXAM RESULTS STORAGE

Part One – BAT Development and Administration

The FDLE ATMS will be the only official repository of BAT exam results.

Part Two – Computer Based Testing System

The ATMS will be the only official repository of SOCE exam results. The CBT system does not need to store or retain any data other than the exams and information pertaining to active examinees once the exam data has been transmitted to and verified by FDLE. An active examinee is defined as a person who has registered for an exam, is eligible for the exam he/she registered for, and has not completed the exam (i.e. results have not been transferred to ATMS).

The illustration below is provided to show each step of the SOCE process.

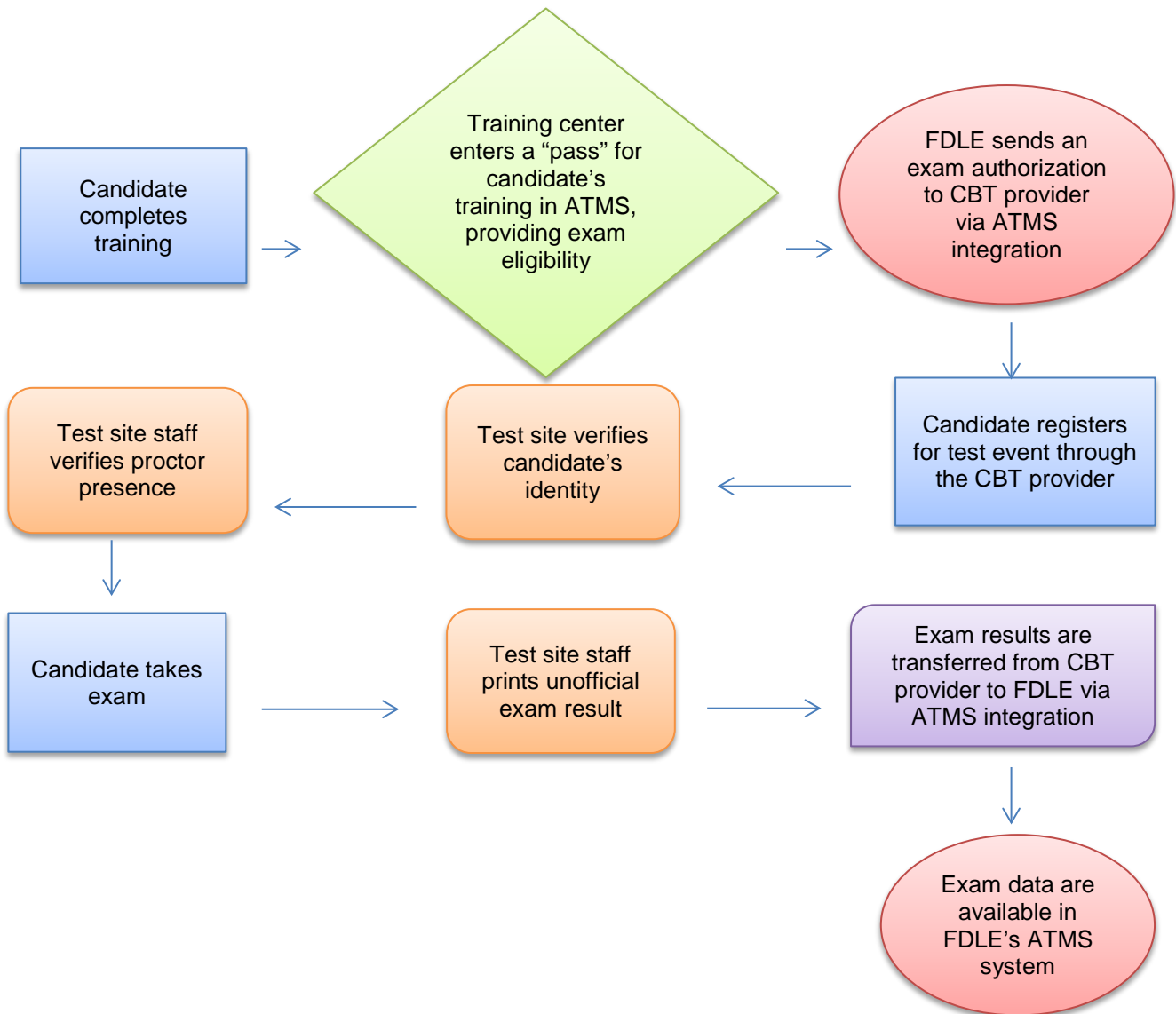


Figure 1: SOCE Process

1.2. SYSTEM ARCHITECTURE

Part One – BAT Development and Administration

In addition to the development of the BAT, the vendor will provide an online delivery platform for the administration of the BAT that includes all services required to complete the full examination cycle, including exam retakes, beginning with exam registration and payment through delivery of final exam results to FDLE (ATMS). The system must monitor applicant registration to ensure only three (3) attempts are permitted per discipline during any twelve (12) month period. Information provided to ATMS must be delivered via secure channel.

Part Two – Computer Based Testing System

The FDLE ATMS is the official repository for officer examination information, therefore the CBT system must integrate with ATMS to verify examinee eligibility and test type and to provide exam results when exams are completed. Information retrieved from ATMS and provided to ATMS is confidential and must be delivered via secure channel.

The following illustration represents a complete vendor provided solution that handles all examination related transactions. This is the type of CBT architecture that FDLE is seeking for the SOCE.

In this scenario, the vendor provides a system that includes all services required to complete the full examination cycle, including exam retakes, beginning with exam registration and payment through delivery of final exam results to FDLE ATMS). The vendor is dependent on FDLE to provide examinee eligibility information and must provide FDLE with final exam results.

System Architecture: Vendor Provides Registration Services, Item Banking and Test Development Software, Item Analysis, Proctoring, Test Delivery and Integration with ATMS.

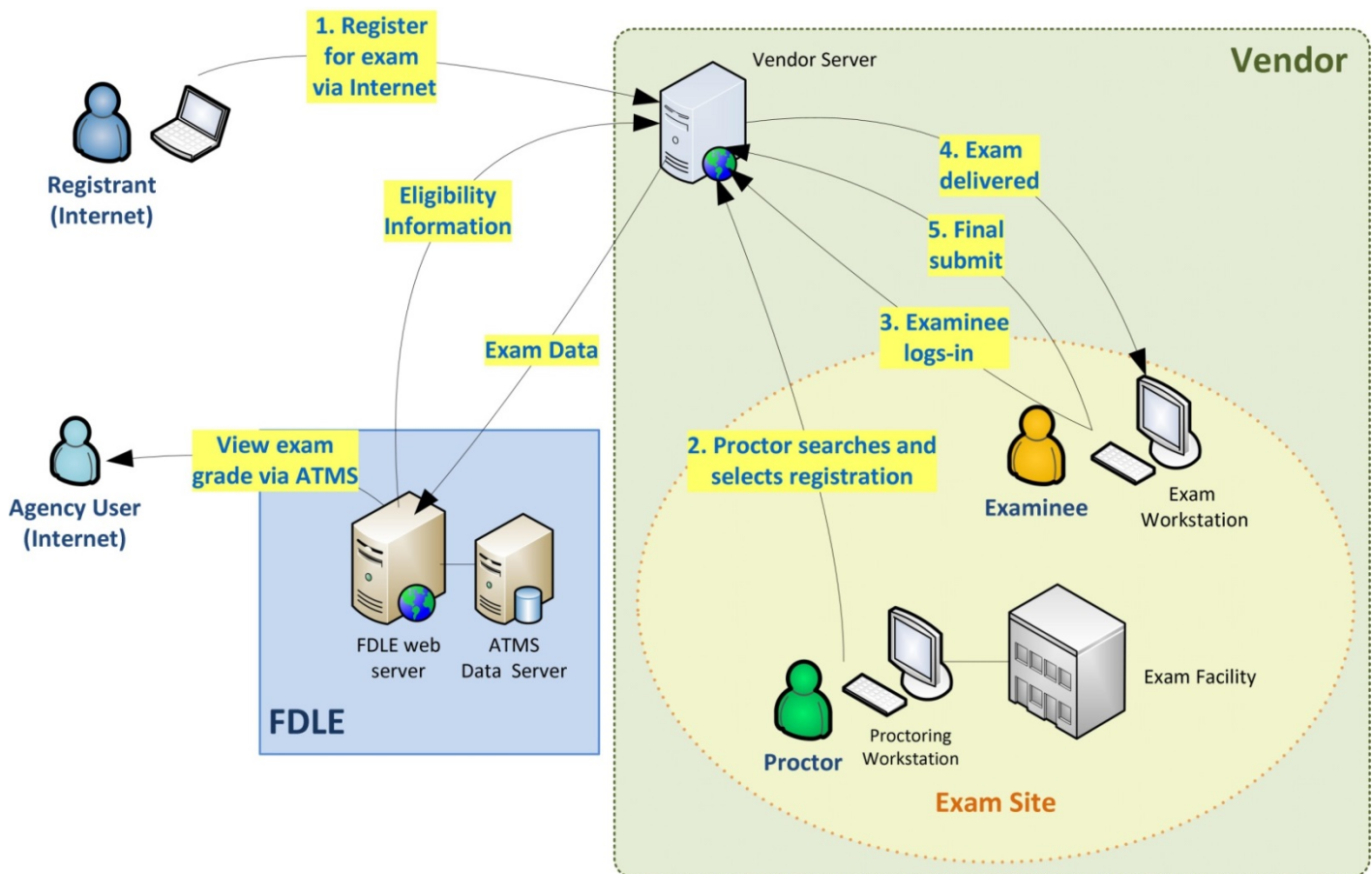


Figure 2: CBT Required System Architecture

1.3. IMPLEMENTATION, ROLL-OUT AND SCALING OF THE CBT SYSTEM

Part One – BAT Development and Administration

The Vendor will first develop the BAT exam content based on the Corrections and Law Enforcement JTAs prior to implementation and Roll-Out. Exam content must conform to testing industry standards as defined in Section 1.0: Scope, and all validation information and methodology outlined in 2.1 Required Features – Part One – BAT Development and Administration, A. Development must accompany the exam content. To comply with Section 943.17(1)(g), F.S., the BAT must then be approved and adopted by the CJSTC. An Implementation and Roll-Out plan must be provided to and approved by the FDLE prior to engagement.

Once systems integration with FDLE’s internal systems has been developed, integration testing and pilot testing will be required prior to release to production servers. The BAT exam and online delivery platform must be fully

implemented at all test sites by August 2019, meaning that all integration and pilot testing must be complete and successful prior to the agreed upon implementation date.

The FDLE system currently used for the examination process is listed below. Integration with the system is a requirement.

System Name	Description	Comments
Automated Training Management System (ATMS)	ATMS manages officer training and employment information.	ATMS is the system of record for exam result information. The online delivery platform used for the BAT must integrate with ATMS.

Part Two – Computer Based Testing System

The implementation, Roll-Out and scaling of the CBT system must occur using a carefully planned, and mutually agreed upon, phased approach. Systems integration with FDLE’s internal systems must be accomplished at the earliest stages of the implementation process. Once the implementation of the CBT system has been completed, system testing will be required and will include integration testing and pilot testing prior to release of the system to production servers.

The FDLE system currently used for the examination process is listed below. Integration with the system is a requirement.

System Name	Description	Comments
Automated Training Management System (ATMS)	ATMS manages officer training and employment information.	ATMS is the system of record for exam eligibility and exam result information. The CBT system must integrate with ATMS.

It is important for the production Roll-Out of the CBT system to use a phased approach. The phase approach will be used to scale the system to production levels in a systematic manner by limiting the number of testing centers that “go live” during Roll-Out in order to ensure that the system can reliably deliver exams at full production levels. The phased Roll-Out of the system may occur over a number of months as the system scales to larger volumes. FDLE will have final approval as to the phased approach schedule.

END OF SECTION

SECTION 2.0 – FUNCTIONAL REQUIREMENTS

Part One – BAT Development and Administration

The BATs developed as a result of this solicitation will be the sole testing instruments used for entrance into Corrections and Law Enforcement Basic Recruit Training Programs in the State of Florida. The online delivery platform the vendor uses for administration of the BAT will be the exclusive method of delivery.

Part Two – Computer Based Testing System

The CBT system will, upon implementation, be the exclusive method of delivery of the SOCE.

Respondents will address each Functional Requirement listed pursuant to Section 3.1 (O), Reply Submission Format. Respondents shall provide their capability or solution which shall meet or exceed each criterion listed. Response to each criterion will be scored pursuant to Section 3.3 Evaluation Process.

2.1. REQUIRED FEATURES – PART ONE – BAT DEVELOPMENT AND ADMINISTRATION

A.	DEVELOPMENT
1.	<p>Ability to provide a psychometrically sound exam. The vendor will provide a BAT developed by psychometrician(s) who are skilled in the development, administration and interpretation of objective psychological tests. For each psychometrician involved in the development of the BAT, provide a resume demonstrating previous expertise in performing similar tasks for projects of similar size and scope.</p>
2.	<p>Ability to provide a test specification for the examination(s). The vendor will provide a test specification to identify acceptable item and form statistics. The test specification shall be consistent with criterion-referenced pass/fail examinations and shall include parameters for including and rejecting candidate items and form building.</p>
3.	<p>Ability to provide alternative forms for each examination submitted. The vendor will provide alternative forms that are parallel according to classical true score theory or scaled according to the item response theory. A minimum of three (3) alternative forms are required per submitted discipline.</p>
4.	<p>Ability to conduct multiple field-tests. The vendor will conduct field-tests of the proposed test in a minimum of three (3) Florida locations. Only applicable Florida data will be accepted as valid field-test data relating to this ITN. In order to be considered valid, each test location must be affiliated with a different agency or training school. Buildings, rooms, or facilities within one (1) single agency/campus will only be counted as one (1) single location.</p>
5.	<p>Ability to provide methodology used in selecting and maintaining items. The vendor will provide a report, for each form, of the results of the field testing of all test items and methodology specific to Florida used in selecting and maintaining the items.</p>
6.	<p>Ability to provide a criterion-referenced pass score. The vendor will provide a criterion-referenced pass score based on Florida field-testing relating to the specific discipline and abilities. The pass score must be determined using industry accepted methodology (<i>Standards</i>). Explain in detail your methodology for deriving this score, as well as the rationale for this methodology based on professional testing standards. If testing standards are utilized that are not directly mentioned within this document, you are required to include a list of sources.</p>
7.	<p>Equal standards for each form. Outline the method used to assure the maintenance of equal, criterion-referenced passing standards for each form within the specified discipline to include an explanation of the methodology.</p>

A.	DEVELOPMENT
8.	<p>Ability to maintain compliance with civil rights legislation and case law. The vendor must employ test development and revision strategies that minimize disparate impact at both item and test level on protected classes, so as to comply with current civil rights legislation and case law. Such strategies should be qualitative and/ or quantitative in nature. The strategies the Vendor' must be demonstrated prior to the contract award, and will be subject to regular inspection throughout the life of the contract. Vendor will provide appropriate staff with less than one (1) week lead time, which are capable of monitoring disparate impact and revise the test if needed.</p>
9.	<p>Exam time allowed. For each discipline, identify the maximum allowable time for a student to take the test, as specified for the discipline.</p>
10.	<p>Accommodations process. Identify allowable accommodations (e.g. ADA) for test-takers, including a policy/process for reviewing and granting/denying requested accommodations.</p>
11.	<p>Ability to provide requested data and reports for each test that will substantiate the validity, reliability, and job-relatedness of the examination to include but not limited to:</p> <ul style="list-style-type: none"> • Content validity related to the proposed Florida criminal justice discipline. • Construct validity. • Technical feasibility. • Fairness. • Utility as a screening instrument for Florida Criminal Justice training programs. • Reliability indices. • Internal (factor/latent construct) structure. • All information shall be directly applied to Florida in accordance with recognized acceptable testing industry standards as defined in Section 1.0 – Scope – Part One – BAT Development and Administration.

B.	SCHEDULING
1.	<p>Ability to register examinees for the BAT via online or by telephone (preferably a customer service call center) Examinees should have access to exam scheduling seven (7) days a week.</p>
2.	<p>Ability to limit registration to only three (3) attempts per discipline in a rolling twelve (12) month period.</p>
3.	<p>Ability to comply with ADA guidelines. The vendor will handle ADA accommodations requests. The Department will not be involved with the ADA accommodations process for the BAT. The vendor will handle accommodation requests on a case by case basis.</p>

C.	EXAM DELIVERY
1.	<p>Ability to deliver high stakes - computer based exams. The system must support delivery of high stakes – computer based exams at all test sites.</p>
2.	<p>Ability to deliver exams to a broad spectrum of workstations. Test sites must be:</p> <ul style="list-style-type: none"> • Directly affiliated with the Commission approved criminal justice training center or its parent organization; and • A test center exclusively dedicated to the administration of academic and/or professional certification or licensure examinations; or • A computer lab located at a Commission approved criminal justice training center;

C.	EXAM DELIVERY
	<p>or</p> <ul style="list-style-type: none"> • A computer lab retained through a contractual agreement by a Commission approved criminal justice training center for the express purpose of administering the SOCE. <p>FDLE will not be responsible for contracting with test sites on behalf of the vendor.</p>
3.	<p>Ability to provide numerous test site locations. FDLE prefers a vendor that can offer numerous test sites throughout the State of Florida for ease of access by examinees. The vendor should be able to provide test site locations in a manner such that no count (among the 67 counties in Florida) is more than 50 miles away from the nearest testing site.</p>
4.	<p>Ability to verify the presence of an exam proctor (e.g. via logon or other means). The examinee shall not be able to begin the exam until the presence of a proctor is confirmed. Describe in detail how this feature would be achieved.</p>
5.	<p>Ability to limit workstation functionality and access during exam event. Except as necessary for the exam delivery, the system shall prevent examinees from: accessing and/or executing applications installed on the examinee workstation; accessing Internet resources; copying, capturing, and/or saving any exam information to local, remote, or removable media. A detailed list of which examinee limitations are imposed by this feature must be submitted. Additionally, an overview of the technology by which this functionality is achieved shall be submitted.</p>
6.	<p>Display of feedback based on content area for failing examinees. In addition to displaying the pass or fail exam result, the vendor will be allowed to provide a graphic representation of subsection performance as diagnostic feedback as long as no numeric scores (total and subsection scores) are included. This provision will be subject to the technological capacity of the BAT vendor to create such feedback.</p>
7.	<p>Exam interruption recovery. The system must have the ability to recover from unintended exam interruptions such as power outages and fire emergencies.</p>
8.	<p>Ability to provide an online delivery platform. The system must be able to complete the full examination cycle from registration, payment, final exam results transmitted to FDLE, and exam retakes.</p>

D.	RECORDS MANAGEMENT
1.	<p>Ability to export/transfer test records without any user action. The system must be able to at least once daily transfer test records to FDLE without user action. Each test record must at a minimum include:</p> <ul style="list-style-type: none"> • Examinee identifier (SSN) • First Name • Last Name • Middle Initial • Suffix • Race • Sex • Date of Birth • Test date • Test type • Form identifier • Test result • Education

	<ul style="list-style-type: none"> • Test location • Raw Grade <p>This functionality may be achieved by an API.</p>
2.	Frequency of automatic test record transfer. FDLE prefers a transfer frequency as close to real time as possible.
3.	Ability to transfer data via secure API. The vendor must be able to transfer data via API automatically, in as close to real-time as possible. Information must be delivered via secure channel.

E.	REPORTS
1.	Proof of validity. The vendor will provide proof of Content, Construct, and Criterion validity for initial and any subsequent new items/tests.
2.	Reliability The vendor will provide proof of reliability, annually.
3.	<p>Ability to provide data to ensure FDLE’s compliance with its nondiscrimination obligations under the Omnibus Crime Control and Safe Streets Act of 1968, as it relates to the BAT. The data will be used for the monitoring of disparate impact.</p> <p>The vendor will provide the following data, within defined date parameters, at the request of FDLE:</p> <ul style="list-style-type: none"> • Examinee’s name • Examinee’s unique identifier (social security number) • Examinee’s date of birth • Examinee’s race • Examinee’s sex • Date examinee took the BAT • Discipline of the BAT (Corrections or Law Enforcement) • Test form taken by the examinee • Examinee’s score on the BAT • Examinee’s BAT pass/fail result • Original validity studies • Updated or supplementary studies • Information regarding alternative selection procedures, if any (i.e., procedures that had less impact but maintained validity)
4.	Adverse impact reporting. The vendor will provide a report, determining the level of adverse impact to protected classes as defined by the Uniform Guidelines on Employee Selection.
5.	Criterion-related validity report. Once validated to Florida, the vendor will provide a report within the first 12 months linking each test to criterion-related data. In the plan, the vendor will explain how corrections will be made for restriction of range, as well as other factors that impact criterion-related validity. The vendor will state the size of the criterion-related validity coefficient(s) they anticipate obtaining, and support the estimate with evidence from published literature. The vendor will also explain the types of criteria they plan to use to validate test scores, and the rationale for choosing these criteria.

2.2. REQUIRED FEATURES – PART TWO – COMPUTER BASED TESTING SYSTEM FOR SOCE

A. SCHEDULING	
1.	<p>Ability to import/receive examinee data without any user action The system must be able to receive examinee information, including, but not limited to:</p> <ul style="list-style-type: none"> • Examinee identifier • Registration identifier • Exam identifier • Eligibility window (a date after which the examinee shall be disallowed to test). <p>This functionality may be achieved through an Application Programming Interface (API) that is capable of processing registration data. This data shall be automatically transmitted from FDLE’s online registration system.</p>
2.	<p>Ability to define test time allowed, including individual variations (e.g. for ADA accommodations). FDLE will accommodate candidates eligible under the Americans with Disabilities Act (ADA). If approved, candidates are allowed 1.5 x the regular exam time. This will be only accommodation offered by FDLE. The system must have the capability to define the number of hours allowed per exam. Once the individual's time expires, the system will stop the exam whether or not the examinee has completed the exam. The system must be able to accurately keep the exam time in the event of interruptions (e.g. due to equipment malfunction, power outages, network outages, etc.)</p>
3.	<p>Ability for independent test site administrators to login to manage testing roster. Test site administrators should have the ability to login to the system, search for an examinee among registered candidates, and start the exams.</p>
4.	<p>Ability to limit or prevent exam delivery to specific test sites. If a test site is found to be in non-compliance with FDLE requirements, FDLE requires the ability to deactivate/disable the test site from administering the exam with immediate effect until the non-compliance issue has been resolved. Describe in detail how this will be achieved.</p>
5.	<p>Ability to automatically assign test forms to retaking examinees in such a way that no examinee is assigned the same form more than once. The system must ensure that an examinee is not assigned a form that he/she has taken previously.</p>

B. REGISTRATION SERVICES	
1.	<p>Register examinees. Ability to register examinees using eligibility information provided by FDLE. Registration shall be made available to examinees by both online and telephone options. Vendors must provide a customer service call center for registration services and support.</p>
2.	<p>Collect registration payment. Ability to collect registration payment online.</p>
3.	<p>Registration refunds. Ability to provide registration refunds.</p>
4.	<p>Examination inquiries and assistance Examinees should have access to customer service assistance seven (7) days a week. It is very important for examinees to have access to customer support seven (7) days a week for scheduling availability, rescheduling, or cancelling appointments. If examinees need to reschedule or cancel a test, a seven (7) day access will allow them to do so without incurring a penalty fee.</p>

C. EXAM DELIVERY	
1.	Ability to deliver high stakes exams. The system must support delivery of high stakes exams to test sites.
2.	Ability to deliver exams to a broad spectrum of workstations. The test sites of the SOCE will consist of college test centers, computer labs, discrete agency workstations, and vendor owned test sites. In all cases, the workstations on which the SOCE will be delivered will not be managed by FDLE, but will be required to meet appropriate minimum requirements.
3.	Ability to provide numerous test site locations. FDLE prefers a vendor that can offer numerous test sites throughout the State of Florida for ease of access by examinees. The vendor should be able to provide test site locations in a manner such that no count (among the 67 counties in Florida) is more than 50 miles away from the nearest testing site.
4.	Ability to verify the presence of an exam proctor (e.g. via logon or other means). The examinee shall not be able to begin the exam until the presence of a proctor is confirmed. Describe in detail how this feature would be achieved.
5.	Ability to limit workstation functionality and access during exam event. Except as necessary for the exam delivery, the system shall prevent examinees from: accessing and/or executing applications installed on the examinee workstation; accessing Internet resources; copying, capturing, and/or saving any exam information to local, remote, or removable media. A detailed list of which examinee limitations are imposed by this feature must be submitted. Additionally, an overview of the technology by which this functionality is achieved shall be submitted.
6.	Ability for examinees to browse test questions backward and forward. Examinees should be allowed to move forward or backward between items within the exam during the time allowed for the exam.
7.	Ability for examinees to mark questions for review. After marking any question(s) for review, examinees should have the ability to return to those question(s) and make edits/updates to their answer(s), as long as time permits.
8.	Provide feedback based on content area on printed grade reports for failing examinees. In addition to providing the exam result, the system should also provide some performance indicator by content area(s) on the printed grade report. Ideally, this feedback should appear for failing examinees only. At a minimum, the system should list the area(s) in which the examinee scored lowest. Describe in detail specifically which performance indicators are available and how they are configured.
9.	Ability to use custom scoring algorithms. This feature would allow the CBT system to use user supplied scripts or objects to score exams. For example, the Department may develop a script for estimation of ability in a 3-parameter Item Response Theory (IRT) model. Alternatively, points may also be awarded if the system already includes IRT ability estimation.
10.	Exam interruption recovery. The system must have the ability to recover from unintended exam interruptions such as power outages and fire emergencies.

D. RECORDS MANAGEMENT	
1.	Ability to export/transfer test records without any user action. The system must be able to at least once daily transfer test records to FDLE without user action. Each test record must at a minimum include: <ul style="list-style-type: none"> • Examinee identifier • Registration identifier • Test date

D.	RECORDS MANAGEMENT
	<ul style="list-style-type: none"> • Test identifier • Form identifier • Test location • Test result <p>This functionality may be achieved by an API or other means whereby FDLE’s system(s) can be configured to query the CBT system and retrieve data automatically. The data format must not be proprietary.</p>
2.	<p>Frequency of automatic test record transfer.</p> <p>The vendor must be able to transfer data via API automatically, in as close to real-time as possible. Information must be delivered via secure channel.</p>
3.	<p>Ability to export raw response data.</p> <p>FDLE users shall be able to export raw test data, including but not limited to:</p> <ul style="list-style-type: none"> • Examinee identifier • Registration identifier • Test identifier • Form identifier • Test date • Chosen answer alternatives for each item answered <p>This data shall be available to FDLE users without contractor assistance or action and shall be exported in a format that can be imported into Microsoft Access, Excel, and/or SYSTAT software without the need for additional conversions or custom software.</p>
4.	<p>Ability to rescore groups of examinees based on questions being excluded or additional alternatives being credited.</p> <p>If an item is deemed invalid, and FDLE must credit the answer and rescore candidates within a certain time period, the system must have the capability to identify any examinee(s) tested on the item within a user defined date range. The system must possess the ability to rescore those examinees when directed to do so by FDLE users. Invalid items must immediately be replaced on all exam forms where the items appear as directed by the FDLE.</p>

E.	ITEM BANKING
1.	<p>Ability to group items by content areas/objectives/categories (e.g. courses, lessons, learning objectives).</p> <p>The system should allow for items to be grouped into categories representing different content areas, topics, and/or learning objectives. As part of the test development process, FDLE hierarchically categorizes test items by content (e.g. lesson or topic), and learning objectives. Categories should be specific at the exam level, but form level granularity is acceptable. If the system allows for a hierarchy of categories, include the maximum number of levels in the hierarchy. Ideally, categories should have user-defined properties where FDLE users can enter curriculum references and other information, and should be able to be defined prior to item authoring.</p>
2.	<p>Ability to store item reference information.</p> <p>Ability to attach actual content (text and/or graphics) from curriculum documents to each exam item.</p>

E.	ITEM BANKING
3.	<p>Ability to create and maintain test blueprints/specifications within system, including version control of the same.</p> <p>The system should allow users to specify the desired number and/or percentage of items required for each content area within an exam. FDLE uses well defined test specifications or blueprints, specifying content distribution and statistical properties, for each exam. Ideally, the system should allow for multiple versions of blueprints for any given exam, each with version number, date, and any other relevant information stored as properties.</p>
4.	<p>Ability to import/export items.</p> <p>FDLE users shall be able to import and export items into and from the system without contractor assistance or action. FDLE's intent is to transfer the actual exam content into the selected CBT solution as well as retrieve exam content that FDLE develops in a possible item banking component of the solution. For exam delivery purposes, these activities are expected to be rare once the initial exams and forms are transferred. For item banking purposes, these activities may be frequent as new exam content is continuously developed and reviewed but not necessarily placed on operational exam forms. Acceptable formats include but are not limited to text based comma or tab delimited files, MS Excel and MS Access.</p>
5.	<p>Ability to assign items across item banks within system.</p> <p>FDLE users should be able to assign items from any repository (program, test, and/or form, etc.) to test forms in any other repository. Any item or form-item level statistics should be maintained within the context of the item's individual assignments.</p>
6.	<p>Ability to create custom or user-defined properties for items, forms, and tests.</p> <p>In addition to any system defined properties for items, forms, and tests, FDLE users should be able to define custom properties for these objects. Describe in detail which objects can be assigned custom properties, the maximum number of properties, and what types of values (including length) can be stored in these properties.</p>
7.	<p>Ability to designate pilot or unscored items.</p> <p>FDLE users shall have the ability to, without contractor assistance or action; designate new items as pilot or unscored on an active form.</p>
8.	<p>Ability to designate "enemy" items.</p> <p>FDLE users should, without contractor assistance or action, be able to identify pairs or combination of items that cannot be assigned to the same form (e.g. due to clueing). Ideally, the system should alert users of enemy status when building forms (assigning items to a form). Describe in detail how this feature is implemented.</p>
9.	<p>Ability to track status of items (e.g. raw/reviewed/approved/live/retired).</p> <p>FDLE users should be able to assign and change status of items as they progress through development process without contractor assistance or action. Ideally, item statuses should be user defined and status changes should be logged together with date and user information.</p>
10.	<p>Spell and grammar check with customizable user dictionary.</p>
11.	<p>Search and replace functionality (e.g. item stem, alts, feedback, author, tags, custom fields, etc.).</p> <p>The system should provide the ability to search and replace content within one (1) or multiple properties (e.g. item stem, alts, feedback, reference, etc.). An example of this ability is to change course numbers (as an item property) without inadvertently changing values of another property. Describe in detail the search functionality available and its scope(s).</p>
12.	<p>Version control for items & forms.</p> <p>FDLE users should have the ability to view not only the current version of an item or form, but also past versions per forms on which they appeared. Ideally, users should be able to view a revision history, including dates and user information and should be able to revert to any past version of an item or form.</p>

E. ITEM BANKING	
13.	<p>Ability to edit properties of multiple items simultaneously. The system should provide the ability to modify specified item properties for multiple items simultaneously.</p>
14.	<p>Ability to scramble items on a form. This feature would allow the user to randomly distribute items on a form. Ideally, such scrambling should be optionally performed at exam delivery. For maximum functionality, FDLE users should be able to designate groups of linked items, including lead-ins if appropriate, that will continue to appear on the form in the order they were written or manually placed.</p>
15.	<p>WYSIWYG item editor. All information, text, formatting, and graphics appear identical in all stages of production with a real-time view representing the item as presented to examinees.</p>
16.	<p>Ability to define hierarchy of test-forms-items-properties. FDLE users should, without contractor assistance or action, be able to define a hierarchy of tests, forms, items, and properties.</p>
17.	<p>Survey component. The system should provide the ability to create and administer surveys in conjunction with a test event. The survey should be administered prior to and/or after the administration of an exam and should not be timed (i.e. use allowed exam time).</p>
18.	<p>Media management for inserting images, videos, etc. into items and/or lead-ins. All media (images, videos, tables, etc.) used in item authoring should be accessible and available in a common (to all FDLE users) repository or folder system for retrieval and insertion into items.</p>
19.	<p>Ability to store and programmatically retrieve Item Response Theory (IRT) parameters. The system should be able to store and associate a, b, and c parameters with any test item. These parameters should be available to a scoring algorithm or script indicated in 4.2.1 Required Features, B. Exam Delivery (8).</p>

F. STATISTICS & PSYCHOMETRICS	
1.	<p>Calculation of item level statistics. The system should calculate in or near real-time statistics pertaining to the test items. Examples of such statistics include, but are not limited to difficulty values (probability), probabilities for each distractor, bias statistics (specify which statistics are available), average time per item, etc. These statistics should be available by item version and should be calculated for pilot or unscored items as well as scored items.</p>
2.	<p>Calculation of form level statistics. The system should calculate form level statistics. Examples of such statistics include, but are not limited to form difficulty values, form-level bias, reliability indexes, average time per form, etc.</p>
3.	<p>Calculation of form-item level statistics. The system should calculate form-item level statistics. Examples of such statistics include, but are not limited to item-total correlations, distractor-total correlations, etc.</p>
4.	<p>Ability to view historical statistics. FDLE users should be able to define, or alternatively select pre-defined, intervals for saving item, form, and test statistics ("snapshots"). This requirement is relevant to solutions that provide built-in analytical functions. Ideally, the system should allow for analysis of trends in statistics over time. FDLE is interested in whether such functionality is present and available to FDLE users in the proposed system. FDLE is not interested in psychometric services.</p>

G.	REPORTS
1.	<p>Item statistics report by bank and form. A report showing, at a minimum, the real-time <i>difficulty</i> and <i>item-total correlations</i> for the selected form(s). Ideally, this report should also allow for user date parameters to display historical values and trends over time. Describe in detail the options and statistics available for such a report.</p>
2.	<p>Item counts by property (e.g. taxonomy, status, etc.), and by content area. A report that shows how many items by test or by bank exist by user defined property and/or content area.</p>
3.	<p>Individual feedback report showing only missed items. A report showing only missed items for a particular, failing examinee. The report should exclude items answered correctly. The report should be printable and display (or allow parameters to select for display) the item in its entirety, the key, the examinee's chosen answer, and any curriculum references and/or feedback. For maximum points, the report must exclude pilot or unscored items even if answered incorrectly.</p>
4.	<p>Customizable form design (e.g. header/footer, graphics, content). The system should provide the ability to create custom exam headers/footers/cover pages utilizing text and graphics (for use on reports generated for schools, examinees, and for public records requests). This functionality should be available without contractor assistance or action.</p>
5.	<p>Ability to create custom or ad-hoc reports. FDLE users should be able to, without contractor assistance or action, generate reports or queries in the system. Examples of reports include pass/fail reports, examinee performance by content area, by discipline (test). The system should allow such reports to be filtered by test location, discipline, date range, etc. (NOTE: this reflects the end user's experience).</p>

H.	MISCELLANEOUS FEATURES
1.	<p>Ability to provide a Review and Challenge process for failing examinees. The system shall be able to support delivery of presenting missed test items to failing examinees, and allowing the examinee to record a comment if he/she chooses to "challenge" the missed test item. The review shall conform to the following parameters:</p> <ol style="list-style-type: none"> 1. The review shall be limited to exams for which the examinees received a failing score. 2. The review shall be limited to one (1) review per session. 3. The review shall display only questions answered incorrectly by the examinee, preferably only scored items, not missed field test items. 4. Questions shall be displayed in their entirety, including any lead-ins or supplemental information. 5. The review shall indicate the examinee's chosen answer and the key (correct answer). 6. The feedback or challenge option shall only be available within 120 calendar days of the exam event. Review sessions without the challenge option are still authorized outside of the 120 day window, but only if the examinee still has exam eligibility. 7. The vendor shall provide the Department with any examinee challenges in an electronic format within three (3) business days of the review session. This can be accomplished through the API or by giving FDLE users the capability to run a report/query to pull the submitted challenges. 8. The review shall allow examinees a minimum of 90 minutes to review their exam questions, not including time required to sign in and access the vendor's system. 9. The vendor shall be responsible for scheduling review sessions, and shall provide access to scheduling reviews seven (7) days a week. 10. Review sessions shall only be offered at vendor owned locations that specialize in the delivery of high stakes examinations and college test centers who serve the entire school population, not just the criminal justice training center, and whose primary purpose is the

H.	MISCELLANEOUS FEATURES
	delivery of examinations. The review shall not be offered at testing centers or computer labs located at criminal justice training centers or criminal justice agencies.
2.	<p>Differential user privileges. The system shall be able to differentiate between different types of users and allow access accordingly. At a minimum, the system shall provide for:</p> <ol style="list-style-type: none"> 1. FDLE administrators (full access) 2. FDLE exam developers (access to item banks, form building, etc.) 3. Test sites/proctors (NO access to item banks or administrative function other than launching or terminating exams).
3.	<p>Audit trails of access & changes in system. Tracking feature within the system to identify users that have accessed and/or made changes within the system. This will specifically track changes made to exam content and/or configuration for audit purposes. This will also be used to retain all historical changes.</p>

I.	END-USER SUPPORT
1.	<p>Access to multi-modal end-user support. FDLE users should have access to end-user support to address system usage problems. Provide a list of modalities for such support (e.g. live chat, e-mail, toll-free phone numbers, etc.), including hours of operation (all times must be reported as Eastern Standard Time). This support does not include technical support that is targeted at a technical (IT) audience.</p>
2.	<p>Average hold time for support. Provide historical (6 months minimum) average hold or wait times per support modality for end-user support.</p>

SECTION 3.0 – NON-FUNCTIONAL REQUIREMENTS

Respondents will address each Non-Functional Requirement listed pursuant to Section 3.1 (O), Reply Submission Format. Respondents shall provide their capability or solution which shall meet or exceed each criterion listed. Response to each criterion will be scored pursuant to Section 3.3 Evaluation Process.

3.1 REQUIRED FEATURES – PART ONE – BAT DEVELOPMENT AND ADMINISTRATION

A.	NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR-HOSTED SYSTEMS
1.	<p>JAD Sessions with the Vendor JAD sessions with FDLE, including designated ITS and Professionalism designated attendees, are required to be orchestrated by the selected vendor to determine all of the tasks required for systems integration of the BAT system for sending in the results.</p>

A.	NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR-HOSTED SYSTEMS
2.	<p>Project Plan. The vendor must provide a project plan for the implementation and a phased rollout of the BAT system. The project plan must include the elements shown below.</p> <ul style="list-style-type: none"> • Project Approach <ul style="list-style-type: none"> ○ Description of Major Phases and Activities required to complete the project ○ Staff assigned to the project and their roles ○ Description of how the project will be managed ○ Tools required to complete the project • Project Schedule in Microsoft Project (2013 or higher) including the following components <ul style="list-style-type: none"> ○ Tasks/Activity Definition ○ Major Milestones ○ Dependencies(predecessors & successors) ○ Staff Assignments to Tasks ○ Estimated Activity Durations (in hours) ○ Start & End Dates for Activities • Risk Assessment <ul style="list-style-type: none"> ○ A sample risk register can be found in Appendix B. <p>Issue & Defect Management Plan – specifies how defects will be tracked and managed to resolution during development and testing</p>
3.	<p>Data Exchange. All data exchanged between the vendor and FDLE must use open standards for communication and data format. The vendor will identify the open standards that will be used and provide documentation that describes those standards.</p>
4.	<p>System Data. All data for the system must be maintained in a database specifically dedicated to FDLE. No data shall be shared across customers and no logical separation of customer data will be allowed. We expect complete separation of FDLE data from any other data including other customer data, vendor data or any other non-FDLE data.</p>
5.	<p>Systems Integration. The vendor system must transparently integrate with FDLE systems for sending test results. All FDLE data must be transmitted securely using standard communication encryption protocols such as https. Synchronization of data between FDLE and the vendor must be maintained in real time.</p>
6.	<p>Data Recovery. The vendor shall provide the tools and processes that enable the recovery of FDLE’s data in the event of a catastrophic failure of the system. The vendor shall describe the hardware, software, and processes required to recover FDLE’s data.</p>

3.2 REQUIRED FEATURES – PART TWO – COMPUTER BASED TESTING SYSTEM FOR SOCE

A.	NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR-HOSTED SYSTEMS
1.	<p>JAD Sessions with the Vendor. JAD sessions with FDLE, including designated ITS and Professionalism designated attendees, are required to be orchestrated by the selected vendor to determine all of the tasks required for systems integration and implementation of the CBT system.</p>

A.	NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR-HOSTED SYSTEMS
2.	<p>Project Plan. The vendor must provide a project plan for the implementation and a phased rollout of the CBT system. The project plan must include the elements shown below.</p> <ul style="list-style-type: none"> • Project Approach <ul style="list-style-type: none"> ○ Description of Major Phases and Activities required to complete the project ○ Staff assigned to the project and their roles ○ Description of how the project will be managed ○ Tools required to complete the project • Project Schedule in Microsoft Project (2013 or higher) including the following components <ul style="list-style-type: none"> ○ Tasks/Activity Definition ○ Major Milestones ○ Dependencies(predecessors & successors) ○ Staff Assignments to Tasks ○ Estimated Activity Durations (in hours) ○ Start & End Dates for Activities • Communication Plan – identifies stakeholders associated with the project, the method, format, and schedule for communicating with stakeholders. • Risk Assessment <ul style="list-style-type: none"> ○ A sample risk register can be found in Appendix B. • Issue & Defect Management Plan – specifies how defects will be tracked and managed to resolution during development and testing
3.	<p>Data Exchange. All data exchanged between the vendor and FDLE must use open standards for communication and data format. The vendor will identify the open standards that will be used and provide documentation that describes those standards.</p>
4.	<p>System Data. All data for the system must be maintained in a database specifically dedicated to FDLE. No data shall be shared across customers and no logical separation of customer data will be allowed. We expect complete separation of FDLE data from any other data including other customer data, vendor data or any other non-FDLE data.</p>
5.	<p>System Analytical Reports. The system shall provide system statistical reports online in real time and raw data dumps when requested by FDLE or on a specifically agreed upon schedule.</p>
6.	<p>System Scalability. The system must possess the capability to scale as the user base and number of users increases. At a minimum, the system must support a minimum of 4,000 examinations per month. The system must also support a peak of 500 concurrent test takers and 100 concurrent proctors. Ten (10) administrative users must be able to actively and concurrently use the administrative functions of the system.</p> <p>The vendor will explain how the system can be scaled to support at least three (3) times the work load specified above.</p>
7.	<p>Response Time. The system shall meet a response time of less than five (5) seconds for all users of the system.</p>
8.	<p>System Changes. All changes to the system, such as scheduled maintenance, shall be announced 48 hours prior to planned implementation and shall be applied during non-peak hours (8 PM to 7 AM ET).</p>

A. NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR-HOSTED SYSTEMS	
9.	Systems Integration. The vendor system must transparently integrate with FDLE systems for exchange of user eligibility information, test grades and any other testing information or data. All FDLE data must be transmitted securely using standard communication encryption protocols such as https. Synchronization of data between FDLE and the vendor must be maintained in real time.
10.	Status Reports. During deployment and implementation of the system, the vendor shall provide regular status reports to FDLE in a format and schedule approved by FDLE.
11.	Data Recovery. The vendor shall provide the tools and processes that enable the recovery of FDLE’s data in the event of a catastrophic failure of the system. The vendor shall describe the hardware, software, and processes required to recover FDLE’s data. The vendor shall describe the timeframe within which all data can be recovered and system functionality can be restored.

B. NON-FUNCTIONAL REQUIREMENTS APPLICABLE TO VENDOR HOSTED SYSTEM	
1.	Calculation of item level statistics. The system should calculate in or near real-time statistics pertaining to the test items. Examples of such statistics include, but are not limited to difficulty values (probability), probabilities for each distractor, bias statistics (specify which statistics are available), average time per item, etc. These statistics should be available by item version and should be calculated for pilot or unscored items as well as scored items.
2.	System Logs System logs including, but not limited to, web server, database server, and network shall be provided to FDLE when requested from the vendor.

SECTION 4.0 – SECURITY REQUIREMENTS

The Florida Department of Law Enforcement’s information technology resources, data, and information are valuable assets. The confidentiality, integrity, and availability of those resources must be protected. Contractors providing products and/or services to FDLE must ensure that data and information resources are reliable and available to those who are authorized to use them.

The purposes of these information security requirements are to:

- Document a framework of information security best practices for Contractors in order to safeguard the confidentiality, integrity, and availability of FDLE’s data and information technology resources.
- Define minimum standards to be used by Contractors to provide appropriate levels of information security.
- Define minimum management, operational and technical security controls to be used by Contractors to secure information and information technology resources.

These information security requirements apply equally to all levels of Contractor staff assigned to deliver products and/or services specified in this Agreement.

Respondents will address each Security Requirement listed pursuant to Section 3.1 (O), Reply Submission Format. Respondents shall provide their capability or solution which shall meet or exceed each criterion listed. Response to each criterion will be scored pursuant to Section 3.3 Evaluation Process.

Security Requirements listed in this section apply to both the Part One – Basic Abilities Test and Part Two – Computer Based Testing for the SOCE.

SECURITY REQUIREMENTS

1.	The Contractor shall document, implement, and maintain an information security program to protect FDLE's information and information technology resources.
2.	The Contractor shall deliver a copy of their information security program documentation with their proposal. Documentation should include a list of recent audits or assessments. The Contractor's information security program documentation is confidential, pursuant to Section 282.318, F.S., except that such information shall be available to the Auditor General and Florida Agency for State Technology.
3.	The Contractor shall describe the policies, procedures, and technical approach to address the topics listed below. Additional security considerations may be specified based on the security concerns of FDLE and the operating environment of the proposed system or service.
4.	<p>Access Control.</p> <ul style="list-style-type: none">• Procedures for granting access to information technology resources and information shall be documented.• Contractor staff shall be authorized access to FDLE information based on the principles of "least privilege" and need to know."• FDLE shall be responsible for authorizing access to FDLE information.• The system shall provide differential access (e.g. users, developers, and system administrators) and privileges (e.g. view, create, modify, delete) to users based on role or group membership. Designated FDLE users must be able to assign different levels of access/privileges to system users.• Administrative functions shall be available to only authorized system administrators. Administrative functions shall include entering new authorized users, viewing and modifying individual user information, resetting user passwords, adding or removing user restrictions, and deleting authorized users. <p>The system shall have a session timeout function that is configurable by an administrator so that if there is no user activity for a pre-determined period of time, the session or program is terminated and the user is required to login again.</p>
5.	<p>Awareness and Training.</p> <p>Contractor shall implement and maintain an information security awareness program for their staff.</p>
6.	<p>Audit and Accountability.</p> <p>Audit records will be maintained to allow actions of system administrators and users to be uniquely traced, including the following event types:</p> <ul style="list-style-type: none">• Successful and unsuccessful login attempts• Successful and unsuccessful attempts to use, access, create, write, delete, or change permission on a user account.• Successful and unsuccessful attempts to change account passwords• Successful and unsuccessful attempts by users to access, modify, or destroy audit log files. <p>Contractor shall implement procedures to protect the integrity and confidentiality of audit logs. FDLE shall be granted access to review audit logs containing accountability details.</p>
7.	<p>Identification and Authentication.</p> <ul style="list-style-type: none">• Users shall have unique user accounts• User accounts shall be authenticated at a minimum by a complex password.• Contactor shall ensure that accounts with administrative rights are created, maintained, monitored, and removed in a manner that protects FDLE's information.

SECURITY REQUIREMENTS

8.	Incident Response. <ul style="list-style-type: none">• Contractor shall establish and maintain a Computer Security Incident Response Team (CSIRT).• The Contractor shall notify FDLE’s Information Security Manager of information security incidents including suspected and confirmed breaches within 24 hours of discovery.• Each suspected information security incident, including findings and corrective actions, shall be documented and maintained by Contractor. A copy of this documentation shall be provided to FDLE’s Information Security Manager.• Upon notification, FDLE reserves the right to conduct an investigation into any reported incident.
9.	Maintenance. <ul style="list-style-type: none">• Contractor shall ensure information technology resources are correctly maintained to ensure continued confidentiality, availability and integrity.• Contractor shall apply patches, anti-virus, and other measures necessary to protect the system and FDLE’s data from unauthorized access and security threats.• Contractor shall ensure that any third-party software versions (e.g., operating systems, web server platforms, development frameworks) are replaced prior to reaching end-of-life or unsupported status.• Contractor shall provide a help desk / call center that is available to FDLE staff (specify times).• Contractor shall maintain escalation procedures to address incident reports that are not resolved by level 1 or level 2 support staff.
10.	Physical and Environmental Protection. <ul style="list-style-type: none">• Information technology resources shall be protected by physical controls. Contractor shall implement procedures to manage physical access to information technology facilities housing FDLE information.• Contractor shall implement procedures to protect FDLE information from loss, destruction, and unauthorized or improper disclosure or modification.• Contractor shall sanitize or destroy information media containing FDLE information, including system backups, before disposal or release for reuse of the media.
11.	Systems and Application Security. <ul style="list-style-type: none">• Logical controls shall be in place to segregate and protect FDLE’s information.• Contractor shall ensure that software applications provide appropriate security controls to minimize risks to the confidentiality, integrity, and availability of the application and data.• Software will be based on secure coding guidelines. Some examples of secure coding guidelines are:<ul style="list-style-type: none">OWASP [Open Web Application Security Project]CERT Secure Coding Practices
12.	Personnel. <ul style="list-style-type: none">• Contractor staff shall follow the Contractor’s information security program.• Contractor shall document and implement disciplinary procedures for workers failing to comply with the information security program.• Contractor staff shall not have access to FDLE information unless they have authorization by FDLE.• Contractors assigned to work on-site (at FDLE facilities) shall follow FDLE’s policies and procedures.
13.	Risk Management. <ul style="list-style-type: none">• Contractor shall maintain a documented risk management program.• Contractor shall implement risk mitigation plans to reduce identified risks to FDLE’s information.

SECURITY REQUIREMENTS

14.	System and Communication Protections. <ul style="list-style-type: none">• Contractor shall ensure network perimeter security measures are in place to prevent unauthorized connections to FDLE information.• All website traffic will be encrypted using TLS 1.2 or higher, with a minimum cypher strength of 128 bits (256 – bit AES preferred).
15.	Contingency Planning and Disaster Recovery. <ul style="list-style-type: none">• Contractor shall ensure that FDLE’s information is backed up according to a schedule that is approved by FDLE, and stored at a secure facility.• Contractor shall document disaster recovery plans, which include guaranteed/tested restoration timelines, for the continuation of critical functions in the event of a disaster.
16.	Data Accessibility <ul style="list-style-type: none">• The Contractor shall guarantee FDLE the ability to obtain an extract of all data stored within the solution, at any time.• The Contractor will deliver a full data extract to FDLE in the event of contract termination or expiration, within a specified timeframe.
17.	Information Security Officer. <p>The Contractor shall identify an Information Security Officer. The Security Officer is an individual designated by the Contractor to administer the Contractor’s information security plan as it pertains to this Agreement. Responsibilities of the Security Officer include, but are not limited to:</p> <ul style="list-style-type: none">• Serve as the Contractor’s point of contact regarding information security matters.• Maintain information security program documentation.• Coordinate information security risk assessments.• Serve as the Contractor’s representative regarding any information security incident.
18.	The Contractor’s facilities will be subject to security inspections by FDLE. FDLE will coordinate security inspections through the Contractor’s Security Officer.
19.	The Contractor shall update information security program documentation when any significant changes to the program are implemented. A copy of the updated information security documentation must be delivered to FDLE’s Information Security Manager within fifteen (15) calendar days following implementation.
20.	To the maximum extent practical, Contractor agrees to adhere to Federal Information Processing Standards (FIPS) and National Institute of Standards and Technology (NIST) standards and guidelines implemented as a result of the Federal Information Security Management Act of 2002 (FISMA, 44 U.S.C. § 3541, et seq.), Section 282.318, F.S., and Rule 74-2, F.A.C. Contractor may find it necessary to employ compensating security controls when they are unable to implement a specific security standard or the standard is not cost-effective due to the specific nature of a system or its environment. The Contractor may, with FDLE’s documented approval, employ compensating control(s) if they document their analysis and the risk associated with employing the compensating control.

SECTION 5.0 – DELIVERABLES AND ACCEPTANCE CRITERIA

The following list of Deliverables and Acceptance Criteria is proposed by the FDLE. The Vendor may suggest modifications to the organization and contents.

Deliverables and Acceptance Criteria listed in this section apply to both the Part One – Basic Abilities Test and Part Two – Computer Based Testing for the SOCE.

DELIVERABLE	DESCRIPTION / ACCEPTANCE CRITERIA
<p>1. Project Management Plan and Information Security Program Documentation.</p>	<ul style="list-style-type: none"> • Project Approach <ul style="list-style-type: none"> ○ Description of Major Phases and Activities required to complete the project ○ Staff assigned to the project and their roles ○ Description of how the project will be managed ○ Tools required to complete the project • Project Schedule in Microsoft Project (2013 or higher) including the following components <ul style="list-style-type: none"> ○ Tasks/Activity Definition ○ Major Milestones ○ Dependencies(predecessors & successors) ○ Staff Assignments to Tasks ○ Estimated Activity Durations (in hours) ○ Start & End Dates for Activities • Risk Assessment <ul style="list-style-type: none"> ○ A sample risk register can be found in Appendix B. • Issue & Defect Management Plan – specifies how defects will be tracked and managed to resolution during development and testing • Information Security Program Documentation <ul style="list-style-type: none"> ○ Effectively addresses topics specified in the ITN. • Identifies Security Officer Documented approval by FDLE <p>Documented approval by FDLE</p>
<p>2. Test Plan</p>	<ul style="list-style-type: none"> • Describe a systematic approach for conducting the following tests: <ul style="list-style-type: none"> ○ System Integration Test ○ User Acceptance Test • Key components of the plan shall minimally include the following for each test: <ul style="list-style-type: none"> ○ High level description of the test approach ○ High level list of features and functions to be tested ○ Updated Requirements Traceability Matrix, with the addition of Test Case Identifier(s) (test cases to be used to verify the business requirement) ○ Roles and responsibilities ○ Test location(s) ○ Description of environment including hardware to be used, software being tested and any necessary network component information ○ Test tools and validation processes ○ Results reporting ○ Review and approval process

DELIVERABLE	DESCRIPTION / ACCEPTANCE CRITERIA
	<ul style="list-style-type: none"> • The Master Test Plan and updated Project Schedule shall be reviewed and approved by FDLE prior to development of Test Procedures, System Integration Test Procedures and User Acceptance Test Procedures. Additionally the procedures for each test shall be provided by the Contractor for FDLE approval prior to the test. <p>Documented approval by FDLE</p>
3. Installation and Configuration of Hardware and Software	<ul style="list-style-type: none"> • Contractor provides an inventory of hardware and software components required to install and configure the system. • Contractor installs, configures, patches and modifies the system components. • Contractor demonstrates to FDLE that the systems are operational and ready for System Integration Testing. <p>Documented approval by FDLE.</p>
4. System Integration and User Acceptance Tests	<ul style="list-style-type: none"> • System Integration Test <ul style="list-style-type: none"> ○ Produce System Integration Test Procedures ○ Conduct System Integration Test ○ Provide System Integration Test Results, including tests completed successfully, tests completed and failed, and list of issues and defects ○ Detail list of outstanding issues and defects • User Acceptance Test <ul style="list-style-type: none"> ○ Produce User Acceptance Test Procedures ○ Conduct User Acceptance Test ○ Provide User Acceptance Test Results, including tests completed successfully, tests completed and failed, and list of issues and defects • Severity Level 3 and 4 defects must be corrected by the Contractor prior to moving to Implementation. <p>Documented approval by FDLE.</p>
5. Implementation	<ul style="list-style-type: none"> • Produce Implementation and Roll-back Plan • Schedule and participate in Tech Transfer and schedule presentation to ITS's Change Control Board • Present proposed implementation to ITS's Change Control Board. • Pending Change Control Board approval, deliver software and installation instructions to ITS. • Provide staff on-site during software installation. • Provide consulting and technical support to ITS staff during and immediately after installation of software. <p>Documented approval by FDLE.</p>
6. Operational Acceptance Test	<ul style="list-style-type: none"> • Following Implementation, FDLE will use the production system for a period of 90 working days during which time the system will be progressively scaled to production levels in order to limit the impact of defects and to prevent overwhelming support services.

DELIVERABLE	DESCRIPTION / ACCEPTANCE CRITERIA
	<ul style="list-style-type: none"> • If a defect arises during this period that constitutes an emergency change to the system, the contractor will respond immediately to work this defect to resolution. • FDLE will document defects and issues with the software during this period. • The FDLE Project Manager will review defects and issues and assign a severity level to the defects • The FDLE Project Manager will submit documented defects and issues to the Contractor on each Wednesday of the Operational Acceptance Test. • Documented defects and/or issues will be reviewed by FDLE and Contractor during project status meetings • Severity Level 3 and 4 defects must be corrected by the Contractor prior to FDLE acceptance of this deliverable. • Severity Level 1 and 2 defects will be corrected by the Contractor during the Operational Acceptance Test period provided that no Severity Level 3 or 4 defects have been documented. • Issues will be addressed by the Contractor as time permits. • Contractor will submit to FDLE a final list of defects and issues. <p>Documented approval by FDLE.</p>
7. Knowledge Transfer	<p>Contractor will conduct a knowledge transfer session with ITS staff. The session will include:</p> <ul style="list-style-type: none"> • Review of the Final Design Document • Review of the application software developed or modified during the project • Review of the final list of defects and issues produced in Deliverables # 3 - # 6. • Plan for addressing Severity Level 1 and 2 defects. <p>Documented approval by FDLE.</p>
8. Project Status	<p>The Contractor will prepare and submit Project Status Reports to FDLE and attend project status meetings during the life of the project. The schedule for these reports and meetings will be at least monthly through completion of Deliverable 7.</p> <p>A sample Status Report template can be found in Appendix C.</p> <p>Submission of status reports as agreed to in the Project Management Plan.</p>
9. Exam Report	<p>The Contractor shall provide a report with each invoice to include:</p> <ul style="list-style-type: none"> • Examinee name • Unique customer ID • Date of exam • Site location of exam • Amount collected
10. System Availability	<p>During peak hours (7 AM to 8 PM ET, Monday - Friday), the system shall be available 99% of the time during any 30 day period, inclusive of scheduled maintenance.</p>

DELIVERABLE	DESCRIPTION / ACCEPTANCE CRITERIA
	<p data-bbox="532 149 1443 216">During non-peak hours, the system shall be available 97% of the time during any 30 day period, inclusive of scheduled maintenance.</p> <p data-bbox="532 254 1414 285">The average system availability uptime must be 98% for the billing period.</p> <p data-bbox="532 323 1471 390">The Contractor shall provide a report with each invoice to evidence the system uptime for the billing period.</p> <p data-bbox="532 428 1479 495">Note: In order to maintain the required system availability and performance a clustered system will be required.</p>

END OF SECTION

SECTION 6.0 – INSPECTION AND ACCEPTANCE OF DELIVERABLES

The Contractor is responsible for notifying the FDLE Project Manager in writing (using the Deliverable Acceptance Form specified in Appendix D) when a deliverable is ready for inspection. The FDLE Project Manager will inspect the deliverables as soon as practical and identify defects associated with the deliverables (if any). The FDLE Project Manager will document defects and assign a severity level using the criteria described in the table below and deliver this documentation to the Contractor.

SEVERITY LEVEL	CLASSIFICATION CRITERIA
4.	Total System Failure – Occurs when the system is not functioning and there is no work-around.
3.	Critical Failure – Occurs when a crucial element in the system that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.
2.	Non-Critical Failure – Occurs when a system component is not functioning, but the system is still useable for its intended purpose, or there is a reasonable work-around.
1.	Inconvenience – Occurs when system causes a minor disruption in the way tasks are performed but does not stop workflow.

The Contractor and FDLE Project Manager will discuss the defects and develop a mutually agreed plan for correcting the defects. Defects assigned a severity level of 3 or 4 must be corrected in order for FDLE to accept a deliverable.

FDLE's documented acceptance of a Deliverable will be in the form of a Deliverable Acceptance Form (Appendix D) signed by the Contractor and FDLE Project Manager.

SECTION 7.0 – RISK MANAGEMENT

The Contractor will conduct a risk assessment and prepare a risk register for this project with the participation of the FDLE Project Manager and other key stakeholders identified by FDLE. The purpose of this work is to identify risks, document response strategies, and contain risks. Risks identified with this project will be logged in a risk register (log) and will be reviewed by the Contractor and FDLE Project Manager during project status meetings. The risk register will be maintained by the Contractor Project Manager.

A sample risk register can be found in Appendix B.

SECTION 8.0 – ISSUE MANAGEMENT

In the event that disputes or performance issues arise, the FDLE Project Manager will document and deliver the specific issue(s) to the Contractor Project Manager. The Contractor will be given the opportunity to address and resolve the issue(s) within a reasonable period of time. Issues associated with FDLE's performance under this agreement will be documented by the Contractor and delivered to the FDLE Project Manager. The FDLE will be given the opportunity to address and resolve the issue(s) within a reasonable of period of time.

Issues will be documented in an Issues Log which will be maintained by Contractor Project Manager. If a dispute or issue(s) is not resolved between the FDLE Project Manager and the Contractor Project Manager, the dispute(s) or issue(s) may be escalated through the escalation levels provided in the table below.

ISSUE ESCALATION

Level	FDLE	Contractor
1	Project Manager	Project Manager
2	Professionalism Program Director & Chief Information Officer	Executive Manager
3	Assistant Commissioner	Senior Corporate Executive

SECTION 9.0 – Project Schedule

Further schedule discussion will take place during negotiations. However, CBT must be fully deployed by January 2019 and BAT must be fully deployed by August 2019.

SECTION 10.0 – COMPENSATION

The Contract(s) resulting from this ITN will be for a Firm Fixed Price.

10.1 Part One – BAT Development and Administration

The Vendor will be responsible for collecting all examination fees via an online website or telephone transaction. Fees collected from examinees will be the Vendor's sole compensation for the development and administration of the BAT pursuant to this ITN. It is the intent of the FDLE to monitor and approve all activities related to the development and administration of the BAT; however, FDLE shall not compensate the vendor beyond the collected examination fee as specified herein.

Vendors may charge a separate examination fee for each of the three (3) attempts per discipline in a rolling 12-month period.

Vendors shall propose the individual price per exam fee for the contract base term and all renewals on Attachment J, Price Reply Sheet.

10.2 Part Two – Computer Based Testing System

The Vendor will be responsible for collecting all examination fees via an online website or telephone transaction. The SOCE fee to be collected from the examinee is \$100 per occurrence. A portion of this \$100 fee will be the vendors sole compensation for examinee registration and administration of the exam pursuant to this ITN.

Vendors shall propose the individual price per exam fee to be invoiced to the FDLE for the contract base term and all renewals on Attachment J, Price Reply Sheet.

The Vendor will be required to complete and enroll for Direct Deposit with the Department of Financial Services for electronic payment transmission to the Contractor.

All fees collected from examinees for the SOCE will be electronically transmitted and received by FDLE monthly in the arrears, following the month the examination is completed. There may be a grace period of no more than three (3) days allowed for the transfer of bank information through the state treasury system.

The Vendor will provide a report which includes at a minimum: the examinee names, unique customer ID (as provided by FDLE), date of exam, and amount collected. This report will be uploaded via secure channel. This report will be utilized to evidence the Vendor's invoice. Invoices shall reference a valid contract number, all items required within this Section unless outlined specifically in resulting contract, and be submitted via e-mail

to: fdleaccountspayable@fdle.state.fl.us. The State of Florida, Department of Financial Services will not authorize payment without reasonable detail for a proper pre-audit and post-audit thereof.

The Vendor will also be responsible for collecting fees for failing applicants choosing to attend a review and challenge session. Review fees should be collected via an online website or telephone transaction. The review fee to be charged to the examinee can be up to \$40 per occurrence. Review fees collected from examinees will be the Vendor's sole compensation for the administration of the review and challenge session pursuant to this ITN. FDLE shall not compensate the vendor beyond the collected review fee as specified herein.

Vendors may charge a separate review fee for each review and challenge session; however, applicants may only review each failed examination attempt one (1) time.

Vendors shall propose the price per review and challenge session fee for the contract base term and all renewals on Attachment J, Price Reply Sheet.

SECTION 11.0 – FINANCIAL CONSEQUENCES

11.1 System Operation

During operation of the system, FDLE shall be entitled to System Downtime Credit if the System fails to achieve the 98% system availability for a given month. The amount of the System Downtime Credit shall be 1/720 of the total invoice payment for the month for every hour of downtime beyond the 98% system availability level. The denominator (720) is based on 24 hours multiplied by a 30 day month.

11.2 Security of Test Items

The Vendor will make every attempt to protect the confidentiality of all test items used. The Vendor will not be held liable for any release of such test items unless a claimed release can be demonstrated by evidence of an intentional act or gross negligence of an employee of vendor. If the security of the test items are proven to be compromised intentionally or by gross negligence, damages of any individual test item shall be capped at sixty dollars (\$60) per test item and shall have a cumulative damages cap for all released test items for the duration of the contract period, not to exceed two hundred thousand dollars (\$200,000).

11.3 No Offshoring

The Vendor agrees that a violation of the No Offshoring Affidavit will result in immediate and irreparable harm to the Department and, which will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

ATTACHMENT G

PASS / FAIL REQUIREMENTS

This Pass / Fail Requirements Form must be completed by a representative of the Respondent who is authorized to contractually bind the Respondent’s organization to contracts and who is capable of certifying that the organization will satisfy these requirements in any prospective contracts pursuant to this competitive solicitation. **Respondents must answer “YES” to each question in order to have their Reply evaluated by the Department.**

Part One – BAT Development and Administration

PASS / FAIL QUESTION	YES/NO
1) Does your company have in-house and/or subcontracted psychometrician(s) (such as an industrial and organizational psychologist or cognitive psychologist) who is skilled in the development, administration and interpretation of objective psychological tests?	
2) Does your company currently contract or have the ability to contract with test sites throughout the state of Florida for test administration?	
3) Does your company have the ability to register examinees and collect payment of exam fee via online and/or by telephone?	
4) Does your testing system have the ability to verify the presence of an exam proctor (e.g. via logon or other means)?	
5) Does your testing system have the ability to limit workstation functionality and access during an exam event?	
6) Does your testing system have the ability to interface with FDLE’s internal SQL Server database (ATMS) to export/transfer test records without any user action on a daily basis?	
7) Does your testing system have the ability to recover from unintended exam interruptions such as power outages and fire emergencies?	
8) The successful vendor must employ test development and revision strategies that minimize disparate impact at both item and test level on protected classes so as to comply with current civil rights legislation and case law. Such strategies may be qualitative and/or quantitative in nature. The strategies and the vendors’ ability to employ them must be demonstrated prior to the contract award and will be subject to regular inspection after the award. <ul style="list-style-type: none"> • Is your company able to demonstrate such strategies prior to award? • Does your company have an in-house or contract staff available within less than one week’s lead-time, capable of regularly monitoring disparate impact and revising the tests if needed? 	

*Authorized Representative’s Signature

Date

*Typed Name and Title of Authorized Representative

Respondent Company Name

*This individual must have the authority to bind the Respondent.

ATTACHMENT G

PASS / FAIL REQUIREMENTS

This Pass / Fail Requirements Form must be completed by a representative of the Respondent who is authorized to contractually bind the Respondent’s organization to contracts and who is capable of certifying that the organization will satisfy these requirements in any prospective contracts pursuant to this competitive solicitation. **Respondents must answer “YES” to each question in order to have their Reply evaluated by the Department.**

Part Two – Computer Based Testing System for State Officer Certification Exam

PASS / FAIL QUESTION	YES/NO
1) Does your company specialize in the online delivery of high stakes examinations?	
2) Does your company currently contract or have the ability to contract with test sites throughout the state of Florida for delivery of high stakes examinations?	
3) Does your company have the ability to register examinees and collect payment of exam fee via online and/or by telephone?	
4) Does your CBT system have the ability to verify the presence of an exam proctor (e.g. via logon or other means)?	
5) Does your CBT system have the ability to limit workstation functionality and access during an exam event?	
6) Does your CBT system have the ability to interface with FDLE’s internal SQL Server database (ATMS) to receive eligibility records and export/transfer test records without any user action on a daily basis?	
7) Does your CBT system have the ability to define test time allowed, including variations (e.g. for ADA accommodations)?	
8) Does your CBT system have the ability to recover from unintended exam interruptions such as power outages and fire emergencies?	
9) Does your CBT system have the ability to provide a Review and Challenge Process for failing examinees?	

*Authorized Representative’s Signature

Date

*Typed Name and Title of Authorized Representative

Respondent Company Name

*This individual must have the authority to bind the Respondent.

**ATTACHMENT H
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT I

IN-STATE PREFERENCE FORM

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012: In a competitive solicitation in which the lowest quote is submitted by a vendor whose principal place of business is located outside the state of Florida (foreign state) and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this state shall be 5 percent.

Note: The Respondent is required to complete and submit this form signed with its Reply to be considered for this preference.

Vendor Name: _____

Federal Employer ID Number: _____

This Respondent (**does**) / (**does not**) have a principal place of business located in the state of Florida.

Please provide the Florida address if applicable:

Note: A Respondent whose principal place of business is **outside** the state of Florida must accompany any written Reply documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business is in that foreign state in the letting of any or all public purchases.

Please attach such opinion as applicable to this form.

Authorized Signature: _____

Name and Title: _____

Date: _____

**ATTACHMENT J
PRICE REPLY SHEET**

Part One – Basic Abilities Test Development and Administration

Prices identified herein shall include all necessary elements to develop and administer the BAT as specified in this FDLE ITN 1804, for all sections identified as Part One - Basic Abilities Test. The collected examination fee shall be the Contractor’s only compensation for the provision, administration, maintenance and defense of the BAT for the term of the resulting contract.

Vendors are to provide the individual price per exam for the contract base term and all renewals.

Contract Base Term Period	Price Per Exam	Contract Renewal Period	Price Per Exam
1 st Contract Year	\$	1 st Year Renewal	\$
2 nd Contract Year	\$	2 nd Year Renewal	\$
3 rd Contract Year	\$	3 rd Year Renewal	\$
4 th Contract Year	\$		
5 th Contract Year	\$		

Average Price Per Exam (Including Contract Renewals)	\$
---	-----------

Respondent Company Name	
Federal Tax ID Number	
Respondent Physical Address	
City, State, Zip	
Primary Contact Name / Title	
Phone Number	
Email Address	

**ATTACHMENT J
PRICE REPLY SHEET**

Part Two - Computer Based Testing System for State Officer Certification Exam

Prices identified herein shall include all necessary elements to develop and administer the SOCE as specified in this FDLE ITN 1804, for all sections identified as Part Two – Computer Based Testing System for State Officer Certification Exam. The Vendor’s proposed price per exam fee shall be the Contractor’s only compensation for the administration of the SOCE for the term of the resulting contract. This fee shall be deducted from the registrant’s \$100 examination fee.

In Table A, Vendors are to provide the individual price per exam to be invoiced to the FDLE for the contract base term and all renewals.

TABLE A

Contract Base Term Period	Price Per Exam	Contract Renewal Period	Price Per Exam
1 st Contract Year	\$	1 st Year Renewal	\$
2 nd Contract Year	\$	2 nd Year Renewal	\$
3 rd Contract Year	\$	3 rd Year Renewal	\$
4 th Contract Year	\$		
5 th Contract Year	\$		
<u>Average Price Per Exam</u> (Including Contract Renewals)			\$

The Vendor’s proposed review fees collected from examinees will be the Vendor’s sole compensation for the administration of the review and challenge session as specified in this FDLE ITN 1804.

In Table B, Vendors are to provide the price per review and challenge session fee for the contract base term and all renewals.

TABLE B

Contract Base Term Period	Price Per Review and Challenge Session	Contract Renewal Period	Price Per Review and Challenge Session
1 st Contract Year	\$	1 st Year Renewal	\$
2 nd Contract Year	\$	2 nd Year Renewal	\$
3 rd Contract Year	\$	3 rd Year Renewal	\$
4 th Contract Year	\$		
5 th Contract Year	\$		

**ATTACHMENT J
PRICE REPLY SHEET**

Part Two - Computer Based Testing System for State Officer Certification Exam

Respondent Company Name	
Federal Tax ID Number	
Respondent Physical Address	
City, State, Zip	
Primary Contact Name / Title	
Phone Number	
Email Address	

ATTACHMENT K

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Contract FDLE-XXX-XX

This Contract, by and between _____, a company duly authorized to do business in the State of Florida, whose business address is _____ (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE)

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number ### ##### and the Contractor submitted a reply to _____ and;

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services;

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of this Contract, including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence:

- Any Addenda to the ITN
- Technical Specifications and Statement of Work (TBD);
- FDLE ITN document, terms and conditions;
- General Instructions to Vendors (PUR 1001);
- Contractor's Reply

1. Contract Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of five (5) years. At the option of the Department, the term may be renewed for three (3) additional years.

2. Deliverables

To be included post award.

3. Contract Price

To be included post award.

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. PUR 1000 – General Contract Conditions

<http://dms.myflorida.com/index.php/content/download/2933/11777/version/6/file/1000.pdf>

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. American with Disabilities Act (ADA) Civil Rights Compliance

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Contractor will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Change Management

Contractor and FDLE will adhere to the following process to document and track changes to the Contract, including the Statement of Work (SOW). Requests for changes to the SOW or Contract will be initiated by using the changes procedures and Project Change Request form (Appendix E). The Project Change Request may be prepared by Contractor or FDLE. The Project Change Request will be signed by the Project Managers for Contractor and FDLE to be considered a formal, official change request. FDLE will assign a project change number to the request. Changes that affect price or result in the incursion of additional expense by the FDLE will require a Contract amendment, in addition to the Project Change Request, which must be signed by authorized representatives for Contractor and FDLE before any work is performed or expenses incurred. No request for any alteration, modification or additional work which will materially change the SOW or the cost of the Contract will be valid unless the resulting change has been agreed upon in writing by Contractor and FDLE in the form of a Contract amendment. The term “material change” includes, but is not limited to, changes which result in an increase in contract price, changes to the scope of work (excluding product changes or deliverable date changes) and any changes to the contract begin/end date(s), including extension or renewal. No oral statement of any person will, in any manner or degree, modify or otherwise affect the terms of this Contract.

4. Commercial Software License

To enhance cost efficiencies for FDLE and comply with applicable state tax regulations, any Commercial Software Products will be licensed directly to FDLE (as the named licensee) by the applicable Commercial Software Products vendor listed in the SOW. CONTRACTOR will provide to FDLE the Commercial Software Products via agreements with the Commercial Software Product vendors and provide, directly or through an approved subcontractor, the Services to integrate the Commercial Software Products within the Project's System, as described in the SOW. FDLE has entered or will enter into separate software licensing agreements (each an End User License Agreement ("EULA")) with each of the software vendors specified in this SOW, and will be responsible for compliance with the EULAs by FDLE. The Parties acknowledge and agree that the licensing of any COTS Products will be governed by the terms of the EULAs as described in

5. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

6. Confidential Information

Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Contract, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Contract; (ii) which is or becomes generally available to the public without breach of this Contract by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Contract, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Contract.

7. Contract Manager

The Department's Program/Regional Contract Manager for this contract shall be

Name: _____

Title: _____

Street: _____

Address: _____

Phone: _____

Email: _____

8. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

9. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the

appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

10. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Contract on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Contract, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Contract . Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

11. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

12. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non-binding mediation, to seek any and all rights and remedies that may be available under this Contract, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services Contracts, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Contract, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

13. Documentation in Escrow

The Contractor agrees to keep and maintain current one copy of the Licensed Program source code with an escrow agent approved by the Department. The source code shall be maintained in a secure location.

The Contractor represents and warrants that the source code is and shall be understandable and useable by a trained computer-programming \ contractor who is generally familiar with the programming language(s) used to produce the Licensed Program. Contractor further represents and warrants that the licensed software programs do not involve any proprietary languages or programming components that such a contractor could not reasonably be expected to understand, except to the extent the source code contains sufficient commentary to enable such contractor to understand and use such languages or components. Contractor further represents and warrants that the Source Code includes all of the devices, programming, and documentation necessary for the maintenance of the Licensed Program by the Department upon release of the source code pursuant to this Contract, except for devices, programming, and documentation commercially available to the licensee on reasonable terms through readily known sources other than the Contractor.

The Contractor agrees that the Department may access and the escrow agent may release the source code and Supporting Documentation, which has been brought up to date continuously, upon the occurrence of any of the following events (nonexclusive list):

- Inability of the Contractor to provide maintenance under this Contract.
- The Contractor declares bankruptcy or ceases to do business.

The Contractor will maintain current one copy of Supporting Documentation which is required for the proper maintenance of the licensed software with the escrow agent. Such documentation will consist of Coding Instructions, Installation Instructions, and Maintenance and Technical Support manuals, and will be the same as that which the Contractor supplies to its technical personnel to maintain the licensed software.

Upon taking possession thereof, the Department agrees that all information disclosed to the Department by the Contractor will be held in confidence and will be used only in performance or maintenance of the Licensed Programs. The Department shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

14. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

15. Execution in Counterparts

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

16. E-Verify

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. The Contracting Party certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

17. Financial Consequences

If the Contracting Party fails to meet the minimum level of service or performance identified in this Contract, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE ITN 1804, Attachment F, Section 11.0 (if applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

18. Force Majeure, Notice of Delay, and No Damages for delay

Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, severe disruption of the FDLE CJNet or other network, or other similar cause wholly beyond Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor will notify FDLE in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY FOR A FORCE MAJEURE EVENT. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the FDLE as a result of a force majeure event. Contractor will not be entitled to an increase in the Contract price or payment of any kind from FDLE 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 a force majeure event. If the delay, disruption, interference, or hindrance is caused by FDLE, the Change Management process provided will be invoked, with necessary adjustments to the scope, schedule or cost of the project as agreed to by the parties. 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, Contractor will continue to perform under this Contract, unless the Contract is renegotiated or terminated by agreement of the Parties, or terminated by FDLE

Contractor shall not be subject to a claim of default or termination, to the extent such failure is due to:

i) force majeure events as defined in this Section; ii) failures by FDLE or its agents to make necessary decisions or to perform any responsibilities under this Contract that were required for Contractor meet its performance

obligations under this Contract (for example, failure by FDLE to comply with the review times prescribed in the Statement of Work, Submission, Review, and Acceptance Process, failure to timely install essential hardware or equipment through no fault of Contractor); iii) acts or omissions of a party other than Contractor or its subcontractors; or iv) errors or defects in FDLE's equipment, facilities, software and retained functions.

19. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

20. Intellectual Property

Pursuant to section 287.0571(5)(k) F.S., any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. Where 287.0571(5)(k) is applicable, the vendor will be required to sign an Assignment and Transfer document for the transfer of Intellectual property rights. The rights conveyed to the state pursuant to this Contract do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Contract. This provision will survive the termination or expiration of any Contract.

The Department shall have exclusive ownership of any data entered into the system under this Contract and any information derived from such data. Such data include, but are not limited to, exam items, examinee information, exam results and statistics. The contractor is expressly prohibited from using, modifying, or disclosing any of the Department's data, including derived data, except under the scope of this Contract. This claim to ownership shall, regardless of cause, survive the termination of this Contract.

21. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statutes. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
2331Phillips Road
Tallahassee, Florida 32308
Phone: 850-410-7155
Email: fdleaccountspayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

22. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

23. Modification of Terms

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

24. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Contract provided that the nature of the Contract is not altered by such correction.

25. No Offshoring Affidavit

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

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of \$50,000 per violation, with a total cap of \$500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time

period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default. Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible and in all events within one (1) business day in the event it discovers any Data is breached, any unauthorized access of State of Florida Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one employee/retiree or the entire population. The notification shall be clear and conspicuous and include a description of the following:

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

Upon becoming aware of an alleged security breach or security incident, the Contractor Security Officer shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a thirty (30) minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Department's Contract Manager and in all events, within one (1) business day.

Upon execution of this Contract, the Contractor shall execute an Affidavit of No Offshoring. The Affidavit of No Offshoring must be maintained throughout the Contract term and any renewals or extensions.

26. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Contract and for a period of one (1) year after termination of the Contract, neither party, as between Contractor and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Contract.

27. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

The Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

And to the Contracting Party for the attention of:

Name: _____

Title: _____

Street Address: _____

Phone: _____

Email: _____

28. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

29. Performance Bond

The Performance Bond must be maintained throughout the Contract term and any renewals or extensions. It may be renewed annually or on another schedule; however, in such case the Contractor must provide proof of renewal to the FDLE no later than thirty (30) days prior to lapse of coverage.

A Letter of Credit may be submitted in lieu of a performance bond only when issued by a financial institution organized under the laws of Florida. A Letter of Credit issued by an out of state bank will not be accepted.

The letter of credit or performance bond may be drawn upon by FDLE declaring in writing that the Contractor is in default under the Contract as a result of a material breach of the Contract, and that FDLE intends to terminate the Contract for cause, which declaration will be made no sooner than thirty days (30) following FDLE's written notice to the Contractor that the Contract is in default for material breach, during which time the Contractor will have the opportunity to cure such default. Release of said letter of credit or performance bond will be conditioned upon satisfactory performance, including delivery and acceptance of the Products and Services or other Deliverables as described in the Contract. Said letter of credit or performance bond will remain in force until ninety (90) days following the successful completion of and final acceptance of all Deliverables, at which time the letter of credit or performance bond will be released and have no further force and effect.

30. Public Records

This contract shall be unilaterally cancelled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to 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, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements 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 FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If 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, in a format that is compatible with the information technology systems of FDLE.

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 850-410-7676, PUBLCRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

31. Right to Audit

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

32. Renewal

There shall be no automatic renewal of this contract. This Contract may be renewed for a period no longer than the original term of the contract. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

33. Security Requirements and Confidentiality

The Contractor agrees to adhere to FDLE policies and procedures, State of Florida information security laws and rules, and FBI CJIS Security Policy. FDLE's Information Systems Security Addendum (attached to and incorporated in this Contract) provides more specific information security requirements for Contractor staff.

All agents and subcontractors with access to FDLE computer networks and systems to be engaged by the Contracting Party in the performance of this contract must be approved by FDLE and must abide by all applicable terms and conditions of the contract as well as FDLE security of information resources policies and procedures, State of Florida information security laws and rules.

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Department and without regard to the identity of any individual, the Department will require the Contracting Party(s) and/or employees of the Contracting Party(s) to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Department's facilities to perform those services as set forth in this contract. FDLE reserves the right to have Contracting Party's staff removed from the account when it is determined to be in the best interest of the State.

34. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

35. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, will so survive.

36. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

37. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the

Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

38. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

39. Travel

It is not anticipated that the scope of this Contract will include travel compensation. Any travel related expense request must be submitted and obtain prior approval by the FDLE. All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

40. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

41. Warranty of Ability to Perform

The Contracting Party 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 Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

42. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

		Florida Department of Law Enforcement
Signature		Signature
Title		Title
Date		Date

DRAFT

ATTACHMENT - L

Current CBT SOCE Test Sites

Brevard Police Testing & Selection Center
Broward College
College of Central Florida
Daytona State College
Florida Gateway College
Florida Keys Community College
Florida Public Safety Institute (Pat Thomas)
Florida State College, Kent Campus
Florida State College, North Campus
Florida State College, Open Campus
Florida State College, South Campus
George Stone Vo-Tech (Escambia County)
Gulf Coast Selection Center
Hillsborough Community College
Indian River State College
Lake Technical Center
Manatee County Sheriff's Office Training Center
Manatee Technical Institute
Miami Dade College
Miami Dade College - North, Kendall, Wolfson
Miami Police Training Center
North Florida Community College
Northwest Florida State College
Palm Beach State College
Polk State College
Santa Fe College
Sarasota County Technical Institute
Seminole State College
South Florida State College
Southwest Florida Public Service Academy
St. Johns River State College, Orange Park
St. Johns River State College, St. Augustine
St. Petersburg College
Technical Education Center Osceola (TECO)
Valencia College
Washington-Holmes Technical Center
Withlacoochee Technical Institute